



Finance and Operations Memorandum

From: Gilda Herrera

Date: 02/05/2026

Re: CISCO ENTERPRISE CONTRACT 2026-2031

Answer all questions and have a representative ready to present the details of each question during the Finance & Operations meeting or this proposal may not be advance for consideration by the full.

Company Information	
Vendor Name:	Total Communications
Doing Business as: (DBA)	CISCO Products and Services
Vendor Address:	333 Burnham Street, East Hartford CT
Vendor Contact Name:	Christopher Garlock
Vendor Contact Email:	chrisgarlock@Totalcomm.com
Purchase Overview Information	
New or Renewal?	Renewals 5 Year Contract with yearly payment structure.
Effective Dates: (mm/dd/yy) <small>Multi-yr. require Board of Aldermen approval</small>	From July 15, 2026 To July 14, 2031
Total Amount: <small>If Multi-yr. include yr. to yr. breakdown (Note any session costs or hourly rates)</small>	\$2,576,309.05 (5-year contract total) \$515,261.81 (annual payment)
Funding Source Name: Acct. # (incl. Location Codes): <small>Multiple funding sources require breakdown</small>	3C262661 58704(2026-2027) Years 2027-2031 Other Capital Account assigned yearly by finance. Account Description: Computer and Telecommunications
Contract #: <small>(Local or State)</small>	STATE of CT DA Contract Award # 18PSX0202 ALL CISCO Product/Services
Brief Description of Services: <small>Do Not Write "See Attached"</small>	Meraki License All WAPS-Meraki M Switches-All NHA/MAYO, Datacenter Core Switch SMARTnet (2), Datacenter Server SMARTnet (4), Datacenter Server SMARTnet (4), Umbrella, DC Firepower License, DC Firewall SMARTnet 3120,



NEW HAVEN PUBLIC SCHOOLS

DUO, these are current services 5-year agreement will save \$126,402.56-Annual Savings 2026.

Procurement Selection Information

1. How was the Vendor selected? **Attach appropriate supporting documents*

- Quotes**
- Sealed Bid #** _____
- RFP#** _____
- Sole Source #** _____
- State Contract # 18PSX0202 ALL CISCO Product/Services**
- Exempt Professional**
 - Accountant
 - Appraiser
 - Artist
 - Engineer
 - Land Surveyor
 - Physician/Medical Doctor
 - Actuary
 - Architect
 - Dentist
 - Expert Professional Consultant
 - Lawyer

2. If Quotes used, when was the last time alternative quotes were requested?

January 12, 2026

3. If the vendor was selected through Solicitation (Sealed Bid/RFQ/RFP) process, answer the following:

a. Please explain how the vendor was chosen? **Attach Vendor Proposal*

STATE of CT DA Contract Award # 18PSX0202 ALL CISCO Product/Services

b. Who were the members of the selection committee? *(Minimum 3 members required)*



N/A
Vendor Classification and Background
4. Do the department's employees have any possible conflict of interest with the selected vendor? If yes, please explain:
No
5. Is this Vendor a Minority owned or Woman owned Business?
No
6. Is the vendor a Public Corporation or a Not for Profit Organization? If, Not for Profit Organization specific Local or National?
No
7. Is this a service existing staff could provide? If no, why not?
No
8. What specific skillset does this vendor bring to the project or program?
These are licenses/services purchased through Total Communication from CISCO.
9. Explain how the vendors performance will be measured and monitored to ensure that the need and obligations are met.
Systems IT BOE monitor and review periodically
10. What specific need will be the vendor address?
Purchasing yearly licenses for services; Meraki License All WAPS-Meraki M Switches-All NHA/MAYO, Datacenter Core Switch SMARTnet (2), Datacenter Server SMARTnet (4), Datacenter Server SMARTnet (4), Umbrella, DC Firepower License, DC Firewall SMARTnet 3120, DUO, these are current services 5 year agreement will save \$126,402.56-Annual Savings 2026



NEW HAVEN PUBLIC SCHOOLS

11. If Renewal, has the vendor met all obligations under previous/existing agreement/contract?

Yes

Financial Information

If Renewal:

12. Has the cost increased? If yes, by how much and why?

Overall cost will decrease \$126,402.56 annually.

13. If a continuing service, provide evaluation or archival data to demonstrate effectiveness.

Yes, reporting included assisting with monitoring.

14. Why do you believe this Purchase is fiscally sound?

A 5-year contract will decrease the cost of these services that are currently utilized.

15. What are the implications of not approving this agreement?

The loss of saving on services. These services are integral to the NHPS network security and management.

If New:

16. Has the cost of service increased from previous years? If yes, explain.

No



Program Information
17. Program Type:
<input type="checkbox"/> Afterschool Program <input type="checkbox"/> Extended Hours Program <input type="checkbox"/> School Readiness <input type="checkbox"/> Head Start <input type="checkbox"/> Professional Development <input checked="" type="checkbox"/> Other: (specify) <u>IT Initiatives</u>
18. Approximate # of Students served through the program?
19,000
19. Approximate # of Staff served through the program?
3700
20. Will the output of this agreement contribute to the building's internal capabilities? If yes, explain.
N/A
21. How is this aligned to the NHPS Strategic Operating Plan?
The agreement will save the district a total of \$632,012.80 for the life of the contract 2026-2031.

NHPS CISCO Budget for JAN 2026 - Annual

12/21/2025

EXP DATES	Technology	Annual
	CISCO VOICE-Collaboration	
7/15/2026	FLEX EA-Collab 3200 KW-Education	\$250,000.00
1/28/2026	CUBE - SIP Sessions (138)	\$4,152.00
6/2/2026	Voice Router/Gateway SMARTnet-ALL SITES	\$12,800.00
10/31/2026	Collab Server SMARTnet (EoS 11/31/28 -ProRated)-3 CORE SITES	\$2,250.00
	COLLAB Upgrade Labor-Major SW Releases-3 CORE SITES	\$15,000.00
	Cisco Voice Collab Annual 2026	\$284,202.00
	Meraki-Enterprise Networking	
7/15/2026	Meraki License All WAPS-Meraki M Switches-All NHA/MAYO	
	Note: Does Not included HSC/Conte-See Below	\$214,348.39
	See Below for proposed ERATE 2026/2027	
	Security	
6/2/2026	Umbrella	\$84,690.00
10/20/2026	DC Firepower License	\$30,425.34
10/20/2026	DC Firewall SMARTnet 3120 (2)	\$12,808.93
6/2/2026	DUO	\$2,700.00
	Security Annual 2026	\$130,624.27
	Secure Datacenter	
10/20/2026	Datacenter Core Switch SMARTnet (2)	\$7,970.17
10/20/2026	Datacenter Server SMARTnet (4)	\$4,519.54
	Secure Datacenter Switch/Server Annual 2026	\$12,489.71

Total Annual 2026 ALA CARTE

CISCO ITEMS ABOVE TOTAL	Annual	\$641,664.37
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NHPS CISCO 3 YR ANNUAL PAYMENT EA TECH BUNDLE

3 YR EA TECH Bundle-Annual	Annual-Savings	Total 3 YR
CISCO VOICE-Collaboration-FLEX EA-SMARTNET-UPG LABOR		
FLEX EA-Collab 3200 KW-Education 3YR		
CUBE - SIP Sessions (138)		
Voice Router/Gateway SMARTnet-ALL SITES		
Collab Server SMARTnet (EoS 11/31/28 -ProRated)-3 CORE SITES		
COLLAB Upgrade Labor-Major SW Releases-3 CORE SITES		
\$259,206.30	\$24,995.70	\$777,618.90
Meraki-Enterprise Networking		
Meraki License All WAPS-Meraki M Switches-All NHA/MAYO		
\$207,371.90	\$6,976.49	\$622,115.71
Security		
Umbrella		
DC Firepower License		
DC Firewall SMARTnet 3120		
DUO		
\$97,469.13	\$33,155.14	\$292,407.38
Secure Datacenter		
Datacenter Core Switch SMARTnet (2)		
Datacenter Server SMARTnet (4)		
\$12,489.71		\$37,469.13

Total 3 YR EA TECH BUNDLE

Annual	Annual Savings 2026	
\$576,537.04	\$65,127.33	\$1,729,611.12

NHPS CISCO 5 YR ANNUAL PAYMENT EA TECH BUNDLE

5 YR EA TECH Bundle-Annual	Annual-Savings	Total 5 YR
CISCO VOICE-Collaboration-FLEX EA-SMARTNET-UPG LABOR		
FLEX EA-Collab 3200 KW-Education 5YR		
CUBE - SIP Sessions (138)		
Voice Router/Gateway SMARTnet-ALL SITES		
Collab Server SMARTnet (EoS 11/31/28 -ProRated)-3 CORE SITES		
COLLAB Upgrade Labor-Major SW Releases-3 CORE SITES		
\$244,692.18	\$39,509.82	\$1,223,460.90
Meraki-Enterprise Networking		
Meraki License All WAPS-Meraki M Switches-All NHA/MAYO		
\$171,824.55	\$42,523.84	\$859,122.76
Security		
Umbrella		
DC Firepower License		
DC Firewall SMARTnet 3120		
DUO		
\$86,658.27	\$43,966.00	\$433,291.35
Secure Datacenter		
Datacenter Core Switch SMARTnet (2)		
Datacenter Server SMARTnet (4)		
\$12,086.81	\$402.90	\$60,434.04

Total 5 YR EA TECH BUNDLE

Annual	Annual Savings 2026	
\$515,261.81	\$126,402.56	\$2,576,309.05

ALL CISCO EA'S-EA TECH BUNDLES/SMARTnet/LICENSES ARE CISCO DIRECT CONTRACTS PAID ANNUALLY THRU CISCO CAPITAL ON JULY 15th STARTING IN 2026



Pricing Provided By:
 Total Communications, Inc.
 333 Burnham St
 East Hartford, CT
 Chris Garlock
 Steve Barbarito

Pricing Provided To:
 New Haven Public Schools
 54 Meadow St IT Dept
 New Haven, CT 06519
 Gilda Herrera
 Ed Connelly



ST of CT DAS CONTRACT #18PSX0202
 ALL CISCO PRODUCTS & SERVICES



NHPS CISCO 3 YR ANNUAL PAYMENT EA TECH BUNDLE

3 YR EA TECH Bundle-Annual	Annual-Savings	Total 3 YR
CISCO VOICE-Collaboration-FLEX EA-SMARTNET-UPG LABOR		
FLEX EA-Collab 3200 KW-Education 3YR		
CUBE - SIP Sessions (138)		
Voice Router/Gateway SMARTnet-ALL SITES		
Collab Server SMARTnet (EoS 11/31/28 -ProRated)-3 CORE SITES		
COLLAB Upgrade Labor-Major SW Releases-3 CORE SITES		
\$259,206.30	\$24,995.70	\$777,618.90
Meraki-Enterprise Networking		
Meraki License All WAPS-Meraki M Switches-All NHA/MAYO		
\$207,371.90	\$6,976.49	\$622,115.71
Security		
Umbrella		
DC Firepower License		
DC Firewall SMARTnet 3120		
DUO		
\$97,469.13	\$33,155.14	\$292,407.38
Secure Datacenter		
Datacenter Core Switch SMARTnet (2)		
Datacenter Server SMARTnet (4)		
\$12,489.71		\$37,469.13

Annual	Total 3 YR EA TECH BUNDLE Annual Savings 2026	3 YR TOTAL
\$576,537.04	\$65,127.33	\$1,729,611.12

Chris Garlock
 Total Communications, Inc
 860-622-4132
chrisgarlock@totalcomm.com



ST OF CT DAS CONTRACT#18PSX0202
 ALL CISCO PRODUCTS & SERVICES



NHPS CISCO 5 YR ANNUAL PAYMENT EA TECH BUNDLE

5 YR EA TECH Bundle-Annual	Annual-Savings	Total 5 YR
CISCO VOICE-Collaboration-FLEX EA-SMARTNET-UPG LABOR		
FLEX EA-Collab 3200 KW-Education 5YR		
CUBE - SIP Sessions (138)		
Voice Router/Gateway SMARTnet-ALL SITES		
Collab Server SMARTnet (EoS 11/31/28 -ProRated)-3 CORE SITES		
COLLAB Upgrade Labor-Major SW Releases-3 CORE SITES		
\$244,692.18	\$39,509.82	\$1,223,460.90
Meraki-Enterprise Networking		
Meraki License All WAPS-Meraki M Switches-All NHA/MAYO		
\$171,824.55	\$42,523.84	\$859,122.76
Security		
Umbrella		
DC Firepower License		
DC Firewall SMARTnet 3120		
DUO		
\$86,658.27	\$43,966.00	\$433,291.35
Secure Datacenter		
Datacenter Core Switch SMARTnet (2)		
Datacenter Server SMARTnet (4)		
\$12,086.81	\$402.90	\$60,434.04

Total 5 YR EA TECH BUNDLE

Annual	Annual Savings 2026	Total 5 YR
\$515,261.81	\$126,402.56	\$2,576,309.05

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ST OF CT DAS CONTRACT#18PSX0202
 ALL CISCO PRODUCTS & SERVICES



Technology	Product	Bundled Solution				
		ANNUAL	3yr Annual	3yr Bundle	5yr Annual	5yr Bundle
Collaboration Flex	Flex EA (3200 KW's)	\$250,000.00	\$239,520.00	\$718,560.00	\$225,792.00	\$1,128,960.00
	CUBE - SIP Sessions (138)	\$4,152.00	\$3,084.30	\$9,252.90	\$2,893.85	\$14,469.25
	Voice Router/Gateway SMARTnet	\$12,800.00	\$9,112.83	\$27,338.49	\$9,112.83	\$45,564.15
	Collab Server SMARTnet (EoS 11/31/28 - Plan Refresh-ProRated)	\$2,250.00	\$1,489.17	\$4,467.51	\$893.50	\$4,467.50
	Upgrade Labor all sites	\$15,000.00	\$6,000.00	\$18,000.00	\$6,000.00	\$30,000.00
	Collab Subtotal:	\$284,202.00	\$259,206.30	\$777,618.90	\$244,692.18	\$1,223,460.90
Enterprise Networking	Meraki Renewal EA (incl. MR and Meraki Switch Ntwk)	\$214,348.39		\$622,115.71		\$859,122.76
	Ent Ntwk Subtotal:	\$214,348.39	\$207,371.90	\$622,115.71	\$171,824.55	\$859,122.76
Security	Umbrella (3450)	\$84,690.00	\$52,975.27	\$158,925.80	\$44,910.64	\$224,553.21
	Datacenter Firepower License	\$30,425.34	\$28,984.93	\$86,954.78	\$27,238.83	\$136,194.14
	Duo (100 users)	\$2,700.00	\$2,700.00	\$8,100.00	\$2,700.00	\$13,500.00
	Datacenter Firewall SMARTnet	\$12,808.93	\$12,808.93	\$38,426.80	\$11,808.80	\$59,044.00
	Security Subtotal:	\$130,624.27	\$97,469.13	\$292,407.38	\$86,658.27	\$433,291.35
Secure Datacenter	Datacenter Core Switch SMARTnet (2)	\$7,970.17	\$7,970.17	\$23,910.51	\$7,713.06	\$38,565.32
	Datacenter Server SMARTnet (4)	\$4,519.54	\$4,519.54	\$13,558.62	\$4,373.74	\$21,868.72
	Security Subtotal:	\$12,489.71	\$12,489.71	\$37,469.13	\$12,086.81	\$60,434.04
Total:				\$1,729,611.12		\$2,576,309.05
Annual:		\$641,664.37	\$576,537.04		\$515,261.81	
Chris Garlock	Savings vs Annual		\$65,127.33	\$195,381.99	\$126,402.56	\$632,012.80
Total Communications	NHPS Payments thru Cisco Capital on July 15 Starting 2026					
860-622-4132						
chrisgarlock@totalcomm.com						



Additional Items NHPS to consider for 2026 Budget

Additional Items to consider for NHPS 2026 Budget

ERATE FY26/27	USAC/ERATE Portion	NHPS Portion	Total
HSC Cisco Access Network Switches all closets	\$127,818.41	\$22,556.18	\$150,374.59
MET BUS Cisco Access Network Switches all closets	\$199,870.82	\$35,271.32	\$235,142.14

CISCO VOICE HARDWARE REFRESH FOR 3 CORE SITES-REFRESHED BK6k Servers to be completed before 10/1/28	
(3) CORE VOICE BK6k's-Collab Server Hardware Refresh - SMARTnet	\$65,000.00
Price Includes Installation Labor	
Total Voice Cost if Purchased 7/15/26	\$65,000.00
Voice Servers can be added to EA TECH BUNDLE Purchase thru CISCO Capital for July 15 2026 Purchase	

Above Items Can be added to EA TECH BUNDLE Purchase thru CISCO Capital for July 15 2026 Purchase

Chris Garlock
 Total Communications, Inc.
 860-622-4132
 chris.garlock@totalcomm.com



ST of CT DAS Contract# 18PSX0202
 ALL CISCO PRODUCTS AND SERVICES

Contract Summary

General Information

Contract Number 18PSX0202
Issue Date October 03, 2018
Organization State of CT - DAS Procurement
Status Active
Multi Contractor Contract Yes
Title Cisco Products and Services
Description This is a statewide multiple award contract for Cisco products and services. Cisco products and services are available under (1) this contract (#18PSX0202) for Cisco only and networking only projects and (2) contract #24PSX0101 when other Cisco products and/or other suppliers are needed.
Contract Administrator Alison LaFrance
Email Address alison.lafrance@ct.gov
Request Number
Solicitation Number
Enable Contract as Round Trip No
P-Card Accepted No
PO Dispatch Contractor

Commodity

Code	Description
32000000	Electronic Components and Supplies
43000000	Information Technology Broadcasting and Telecommunications

Contractors

Name	Total Communications, Inc. a subsidiary of Frontier Communications		
Contact Type	Contact Name	Contact Email	Contact Phone
Main Contact	Greg Strouth		8606224010
Name	ePlus Technology, inc.		
Contact Type	Contact Name	Contact Email	Contact Phone
Main Contact	Steve Low		7816151314

Pricing Information

Contract Type	Migrated DAS Contract
Pricing Type	List Price-less Discount
Total Value Condition	Estimate
Total Value(USD)	8,000,000.00
Retainage Percent	0.00
Retainage Notes	
Initial Expended Value(USD)	0.00
Cumulative Encumbered/Expended Value(USD)	0.00
Total Paid(USD)	0.00
Remaining Balance(USD)	8,000,000.00
Value to Go(%)	100.00
Payment Terms	Net 45 Days
Payment Notes	
Delivery Terms	Free On Board Destination
Delivery Notes	
Other Notes	Legacy Commodity Code=18

Contract Period

Award Date	April 11, 2019
Effective Date	April 11, 2019
Expiration Date	April 10, 2026
Potential Final Expiration Date	April 10, 2026

Custom Fields

Amendment(s)

Field Title	Field Description
Amendment 1 - Extension to 4.10.2025	Effective February 9, 2024, DAS has issued Amendment 1 to extended Contract #18PSX0202 for Cisco Products and Services from April 11, 2024 through April 10, 2025 and has updated the Contract Specialist to Alison Monroe. All terms and conditions not otherwise effected by this amendment remain unchanged and in full force and effect.
Amendment 2 - Extension to 4.10.2026 & Update Contract User Instructions	Effective March 12, 2025, DAS has issued Amendment 2 to: 1.Extend Contract #18PSX0202 for Cisco Products and Services from April 11, 2025 through April 10, 2026; and 2.Update the Contract User Instructions. The Contract User Instructions have been relocated as a separate file under the Attachments Section in CTsource. All terms and conditions not otherwise effected by this amendment remain unchanged and in full force and effect.

Contract Additional Information

Field Title	Field Description
Agrees to Supply Political SubDivisions	Yes
Core Catalog Item Contract	No

Contract Clauses

No Clause(s) found

Catalog Names

No catalog(s) found

Document(s)

Document Name	Upload Date
18PSX0202 Contract Doc and Amendments 03.12.25.pdf	March 12, 2025
18PSX0202 Contract User Instructions 10.09.25.pdf	October 09, 2025
Multiple Supplier Contract Summary.xlsx	July 02, 2020

Administrative Document(s)

No Documents Found

Authorization

State of CT - DAS Procurement
Executive Branch
Connecticut State Library
Andover, Town of
Developmental Services West
Early Childhood, Office of
Education, Dept. of
Energy & Environmental Protection
Insurance, Dept. of
Mental Health & Addiction Services
Policy & Management, Office of
Rehabilitation Services, Dept. of
Social Services, Dept. of
Constitutional Office
DAS Property Acquisition
DAS Real Property Sales
Developmental Services South
DAS Property Management
Education & Services for the Blind
Agriculture, Dept. of
Charter Oak State College
Connecticut State University System
Criminal Justice, Division of
State Contracting Standards Board
Governor, Office of the
Insurance & Risk Management
Medical Examiner, Office of Chief
State Ethics, Office of
Central Connecticut State Univ.
Eastern Connecticut State Univ.
Quinebaug Valley Comm. College
Three Rivers Comm. College
UConn Health Center
Comptroller, Office of State
CT Teachers' Retirement Board
DOT - Purchasing
Protection & Advocacy, Office of
Workforce Competitiveness Office Of
Manchester Community College
Naugatuck Valley Comm. College
Norwalk Community College
Colleges & Universities
Connecticut Port Authority
Connecticut Science & Exploration
Connecticut Green Bank
Boards, Commissions and Councils
Connecticut Siting Council
CT Retirement Security Authority
Fire Prevention & Control

DAS Construction Services
Children and Families, Dept. of
Correction, Dept. of
Developmental Services North
Developmental Services Central
Economic and Community Development
Emergency Serv. & Public Protection
Housing, Dept. of
Labor, Dept. of
Military Department
Public Health, Dept. of
Revenue Services, Dept. of
Connecticut Library Consortium
Quasi Public State Agencies
DAS Leasing
Developmental Services, Dept. of
DDS Provider Contracts
Aging & Disability Services
Agricultural Experiment Station
Auditors of Public Accounts
Commission On Human Rights
Consumer Council, Office of
Governmental Accountability
Victim Advocate, Office of
Higher Education, Office of
Lieutenant Governor, Office of the
Motor Vehicles, Dept. of
Capital Community College
CT State Colleges & Universities
Housatonic Community College
Southern Connecticut State Univ.
University of Connecticut
Western Connecticut State Univ.
Treasurer, Office of State
Transportation, Dept. of
Veterans' Affairs, Dept. of
Ansonia Housing Authority
Gateway Community College
Middlesex Community College
Northwestern CT Comm. College
Tunxis Community College
Secretary of the State
Connecticut Lottery Corporation
Connecticut Development Authority
Regional Water Authority
Developmental Disabilities
Consumer Protection, Dept. of
Elections Enforcement Commission
Firearms Permit Examiners, Board of

Freedom of Information Commission	Police Officer Standards & Training
Property Review Board	Psychiatric Security Review Board
Siting Council	State Academic Awards, Board for
State Board of Accountancy	State Marshal Commission
Workers' Compensation Commission	DAS Business Office
A-Z Corp	F8 Properties
RM Bradley	Simon Konover
Owens Services	LAZ Parking
DOT - Construction Contracts Unit	Office of the Attorney General
Legislative Branch	Not For Profits
Non-Executive Agency	Cities, Towns & Municipalities
Ansonia, City of	Ashford, Town of
Avon, Town of	Beacon Falls, Town Of
Berlin, Town of	Bethany Board of Education
Bethel, Town of	Bethany, Fire Marshall
Bethlehem, Town of	Bloomfield Public Schools
Branford, Town of	Bridgeport, City of
Bridgeport Economic Development Cor	Bridgeport Housing Authority
Bristol, City of	Brookfield, Town of
Brookfield Public Schools	Brookfield Water Pollution Control
Brooklyn Public Schools	Burlington, Town of
Canterbury Public Schools	Canton, Town of
Capital Region Development Auth.	Capitol Region Council Governments
Capitol Region Education Council	Cheshire, Town of
Chester, Town of	Clinton, Town Of
Colchester, Town of	Columbia, Town of
Coventry, Town of	Cromwell, Town of
Danbury, City of	Danbury Housing Authority
Darien, Town of	Derby, Town of
Durham, Town of	East Granby, Town of
East Haddam, Town of	East Hampton Board of Education
East Hartford, Town of	East Hartford Housing Authority
East Hartford Public Schools	East Haven, Town of
East Lyme, Public Schools	East Lyme, Town of
East Lyme, Public Works	Bethany, Town of
East Hampton, Town of	Enfield, Town of
Enfield Housing Authority	Farmington, Town of
Farmington Public Schools	Glastonbury, Town of
Glastonbury Housing Authority	Guilford, Town of
Guilford Public Schools	Hartford, City of
Hartford Energy Improvement Dist.	Greater Hartford Transit District
Hartford Housing Authority	Hartford Public School
Middletown, City of	Middletown Board of Education
Middletown Housing Authority	Norwalk, City of
Norwalk Public Schools	Norwalk Transit District
Norwich, City of	Norwich Community Development
Norwich Housing Authority	Preston, Town of
Preston Board of Education	Putnam, Town of
Putnam Board of Education	Somers, Town of
Somers Board of Education	South Windsor, Town of

South Windsor Board of Education
Southington, Town of
Stratford, Town of
Suffield, Town of
Torrington, City of
Bridgeport Transit Authority
Ledyard Public Schools
Vernon Housing Authority
Voluntown, Town of
Waterbury, City of
West Hartford, Town of
Westport, Town of
Wethersfield, Town of
Woodbridge, Town of
Ellington Public Schools
Housatonic Resources Recovery Auth.
Sherman Board of Education
Willimantic Housing Authority
East Windsor, Town of
Fairfield, Town of
Granby, Town of
Griswold, Town of
Groton, Town of
Hamden, Town of
Jewett City, Borough of
Lebanon, Town of
Madison, Town of
Mansfield, Town of
Meriden, City of
Middlefield, Town of
Monroe, Town of
Morris, Town of
New Britain, City of
New Fairfield, Town of
New Haven, City of
New Milford, Town of
Newtown, Town of
North Haven, Town of
Old Saybrook, Town of
Oxford, Town of
Plainville, Town of
Pomfret, Town of
Regional School District No. 1
Regional School District No. 8
Ridgefield, Town of
Roxbury, Town of
Southbury, Town of
Stafford, Town of
Stonington, Town of
Thompson, Town of

South Windsor Housing Authority
Southington Board of Education
Stratford Housing Authority
Suffield Public Schools
Torrington, Public School
Ledyard, Town of
Vernon, Town of
Vernon Board of Education
Voluntown Board of Education
Waterbury Housing Authority
West Hartford Nutrition Services
Westport Public Schools
Wethersfield Housing Authority
Woodbridge School District
Hampton Board of Education
Salem Board of Education
Wallingford Housing Authority
Winchester Public Schools
Essex, Town of
Franklin, Town of
Greenwich, Town of
Groton, City of
Haddam, Town of
Hebron, Town of
Killingly, Town of
Lyme, Town of
Manchester, Town of
Marlborough, Town of
Middlebury, Town of
Milford, City of
Montville, Town of
Naugatuck, Town of
New Canaan, Town of
New Hartford, Town of
New London, City of
Newington, Town of
North Branford, Town of
North Stonington, Town of
Orange, Town of
Plainfield, Town of
Plymouth, Town of
Portland, Town of
Regional School District No. 14
Regional School District No. 17
Rocky Hill, Town of
Simsbury, Town of
Sprague, Town of
Stamford, City of
Thomaston, Town of
Tolland, Town of

Barkhamsted, Town of	Trumbull, Town of
Waterford, Town of	West Haven, City of
Westbrook, Town of	Weston, Town of
Windham, Town of	Windsor Locks, Town of
Windsor, Town of	Wolcott, Town of
Woodstock, Town of	CT Metro. Council of Governments
LEARN	CT River Valley Council of Gov.
Metropolitan District Commission	Naugatuck Valley Council of Gov.
North East Transportation	Northeastern CT Council of Gov.
Northeastern CT Transit District	Northwest Hills Council of Gov.
Shelton Housing Authority	So. Central CT Regional Water Auth.
Southeast Area Transit District	Community Renewal Team
CT Health and Ed. Facilities Auth.	CT Housing Finance Authority
Connecticut Innovations	EASTCONN
Materials Innovation & Recycling	Western CT Council of Governments
CET	Connecticut Transit
CT Conference of Municipalities	Connecticut Airport Authority
Western CT Tourism District	Valley Association
Administrative Services	Health Strategy, Office of
State Education Resource Center	Bloomfield, Town of
Brooklyn, Town of	Canterbury, Town of
Ellington, Town of	Hampton, Town of
Salem, Town of	Shelton, Town of
Sherman, Town of	Wallingford, Town of
Winchester, Town of	Cheshire Public Works
Enfield Social Services	Enfield Fleet Services
Middlefield Voluntary Fire Company	New Hartford Public Schools
Portland Public Schools	Baltic Public Schools
Old Lyme, Town Of	Madison Public Works
W. Hartford Bloomfield Health Dist.	West Hartford Fire Department
West Hartford Public Library	Windsor Locks Public Schools
Sharon, Town Of	Regional School District No. 5
CHEFA	Greater New Haven Transit District
Avon Recreation & Parks Department	CHESLA
Oxford Public Schools	Norwalk Redevelopment Agency
Middlebury Public Works	CHFA
Connecticut General Assembly	DPH - Communications
Public Health Systems and Equity	DPH Facility Licensing
Community Family Health and Prevent	Derby Public Schools
Plymouth Housing Authority	ISAAC Charter School
Norwalk, City	MIRA
Judicial Branch	Probate Court Administrator, Office
CAFCA	MARC, Inc. of Manchester
Salisbury, Town of	Willington, Town of
Old Colony Beach Club Association	Deep River, Town of
Deep River Housing Authority	Groton Public Schools
Savin Rock Communities	Regional School District No. 12
Regional School District No. 15	Cheshire Public Schools
CSDNB Board of Education	First District Water Dept., Norwalk
Seymour, Town of	Connecticut Paid Leave Authority

Canton Public Schools
Bolton, Town of
Banking, Dept. of
United Community & Family Services
Derby Public Library
Shelton Economic Development Corp.
Watertown, Town of
Willington Public Works Dept
New Haven Parking Authority
Easton, Redding & Region 9 Schools
Winsted Water Works
South Cntrl Regional Council of Gov
Middletown South Fire District
Estuary Transit District
Litchfield, Town of
DOT - Maintenance
Capital Workforce Partners
DPH - Newborn Screening
Kent, Town of
OCPD Assigned Counsel Unit
Healthcare Advocate, Office of the
Regional School District No. 18
Achievement First
Colebrook School
Hamden Housing Authority
Seymour Housing Authority
Capital for Change
Plainfield Public Schools
Lebanon Public Schools
Groton Housing Authority
North Haven Housing Authority
Journey Home
Barnum Museum, The
North Stonington Public Schools
Greenwich Public Schools
Milford Redevmt & Hsng Ptnrshp MRHP
Community Builders Inc, The
Ledge Light Health District
Five Points Arts
New Beginnings Family Academy
DOT - Planning
Morris Housing Authority
Torrington Housing Authority
Windham Region Transit District
Goodwin University
Manchester Housing Authority
Rocky Hill Housing Authority
Weston Public Schools
East Haven Public Schools
Essex Library Association

Eastern Regional Tourism District
Bolton Board of Education
Cromwell Public Schools
The Child & Family Guidance Center
Easton, Town of
TEAM Inc.
Access Health CT
Wolcott Board of Education
Area Coop Ed. Services (ACES)
Southeastern CT Council of Gov
Windham Public Schools
Regional School District No. 13
Beth-El Center
Prospect, Town of
Litchfield Public Works Department
Public Health Preparedness & L H A
CTECS
Somers Public Schools
Public Defender Services, Division
Litchfield Housing Authority
Norwich Free Academy
Stratford Public Schools
Colebrook, Town of
Killingly Public Schools
Monroe Public Schools
Wethersfield Public Schools
Naugatuck Public Schools
DOT - Rail, Office of
Woodbury, Town of
Thomaston Public Schools
Stamford Public Schools
Newington Public Schools
Ridgefield Public Schools
New Milford Board of Education
Freeman Center, The
New Opportunities Inc
Sterling, Town of
Thompson Housing Authority
Branford Public Schools
Portland Housing Authority
Litchfield County Housing Opporntny
Wilton, Town of
Mutual Housing Assoc. Greater Htfd
East Granby Public Schools
North Branford Board of Education
Enfield Public Schools
Cooperative Educational Service CES
Mark Twain House and Museum, The
Workforce Strategy, Office of
Scotland, Town of

DPH Enviro Health & Drinking Water
 Public Health Workforce Development
 Regional School District No. 10
 Harriet Beecher Stowe Center
 Elm City Montessori School
 Griffin Hospital
 Stamford Museum & Nature Center
 Watertown Board of Education
 Perception Programs
 Windham Region No Freeze Project
 Prospect Fire Department
 CT Institute for the Blind Oak Hill
 Boys & Girls Club of Greenwich
 Bridges Healthcare Inc
 Integrated Day Charter School
 Regional School District No. 4
 Montville Housing Authority
 Greater Dwight Development Corp
 Harwinton, Town of
 CSDE - Child Nutrition
 New London Housing Authority
 Coventry Housing Authority
 YWCA Hartford Region
 Stamford Urban Redevelopment Commis
 Montville Board of Education
 New London Homeless Hospitality Cen
 Killingworth, Town of
 East Windsor Public Schools
 Goodwin Univ Magnet Educational Svs
 Naugatuck Housing Authority
 Winchester Housing Authority
 OSC Procurement
 DOT - Engineering & Construction
 Family Centers Inc.
 Mercy Housing and Shelter Corp
 Connecticut Public Broadcasting
 Ascentria Care Alliance
 Berlin Housing Authority
 Boys & Girls Village
 CT Institute - Refugees & Immigrant
 Christian Community Action
 Generations Family Health Center
 Goshen Housing Trust
 Licia & Mason Beekley Library
 Regional Refuse Disposal District 1
 Marlborough School District
 Goodspeed Opera House Foundation
 CT Audubon Society
 Thompson Ecumenical Empowerment Grp
 Regional School District No. 7
 Griswold Housing Authority
 Thames River Community Service Inc
 Stafford Public Schools
 Regional School District No. 16
 Kent Library Association
 Pomfret Community School
 CT Housing Partners
 MDA - MIRA Dissolution Authority
 Ashford Housing Authority
 New Reach Inc.
 Community Solutions Inc
 West Hartford Housing Authority
 Redding, Town of
 Sheldon Oak Central Inc
 Elderly Housing Management Inc
 Southeastern Ct Water Authority
 New Samaritan Parkville
 Southington Housing Authority
 Windsor Housing Authority
 Housing Authority
 Estuary Council of Seniors Inc
 CJIS-CT
 Woodstock Public Schools
 Bridgewater, Town of
 DEEP - COUNCIL SOIL WATER CONSERVAT
 Naugatuck Valley Health District
 Preston Parks & Recreation
 DPH Firearm Injury Prevention
 North Central Conservation District
 Bethel Housing Authority
 Bristol Housing Authority
 Derby Water Pollution Control Auth
 ConnCORP LLC
 TEEG
 Elm City Communities - Housing Auth
 Colchester Board of Education
 Lutheran Services Association
 Charter Oak Cultural Center
 DAS Commissioner, Office of
 Middlesex County Chamber Commerce
 Quinebaug Valley Emergency Communic
 Gan Yeladim of Stamford
 Southeastern Ct Region Res Rec Auth
 Orange Volunteer Fire Association
 Preston Housing Authority
 East Windsor WPCA
 Lake Bunggee Tax District
 Community Health Center Assoc of CT
 Wellmore Inc
 Greater NH Water Pollution Ctrl Aut

Danbury Public Schools
North Haven Public Schools
Clifford Beers Community Care Cntr
Eastern Connecticut Conservation D
James Blackstone Memorial Library
Connection Fund Inc, The
Bozrah Board of Education
NEST
Mattatuck Museum
Winchester Department Public Works
Charter Oak Communities
Clinton Public Schools
Keystone House
Northwestern CT Transit District
Chaplin, Town of
DOT - Rights of Way
SoundWaters Inc
Local Initiatives Support (LISC)
Lisbon Board of Education
Real Art Ways Inc
Sharon Housing Trust
Madison Public Schools
Options Unlimited Inc
New Britain Housing Authority
InterCommunity Inc

Hartford Public Library
Granby Public Schools
New Colony Development Corporation
Music Mountain
Cornwall, Town of
Bozrah, Town of
Bethel Board of Education
Science Park Development Corp
DOT - Deputy Commr Transit Oriented
Jewett City Dept Public Utilities
Connecticut Air & Space Center
Family & Children's Aid
Ball & Socket Arts
Charter Oak Health Center
Westport Country Playhouse
Center for Family Justice, The
Riverfront Recapture Inc
Lisbon, Town of
Fellowship Place Inc
Coventry Board of Education
Downtown Evening Soup Kitchen
Ashford Board of Education
DECD - Social Equity Council
Health Collective, The - HGLHC
North Family Life Center

CONTRACT AWARD
RFP-38 Rev. 11/18/16
Prev. Rev. 3/12/14

STATE OF CONNECTICUT

DEPARTMENT OF ADMINISTRATIVE SERVICES

PROCUREMENT DIVISION

450 Columbus Boulevard, Hartford, CT 06103

Susanne Hawkins
Contract Specialist

860-713-5064
Telephone Number

CONTRACT AWARD NO.:

18PSX0202

Contract Award Date:

11 April 2019

RFP Due Date:

25 October 2018

CONTRACT AWARD

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

DESCRIPTION: Cisco Products and Services

FOR: Department of Administrative Services, All Using State Agencies, Political Subdivisions, and Not-for-Profit Organizations		TERM OF CONTRACT: Original Contract Term: April 11, 2019 through April 10, 2024	
		AGENCY REQUISITION NUMBER: 000005407	
IN STATE (NON-SB) CONTRACT VALUE	DAS CERTIFIED SMALL BUSINESS CONTRACT VALUE	OUT OF STATE CONTRACT VALUE	TOTAL CONTRACT AWARD VALUE
	\$4,000,000.00 Estimate	\$4,000,000.00 Estimate	\$8,000,000.00 Estimate

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: **ePlus Technology, inc.**

Company Address: **45 Shawmut Road, Suite 100, Canton, MA 02021**

Tel. No.: **(781) 615-1314**

Fax No.: **(781) 615-1401**

Contract Value: **\$4,000,000.00 Est.**

Contact Person: **Steve Low**

Company E-mail Address and/or Company Web Site: slow@eplus.com

Remittance Address: Same As Above

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

Agrees to Supply Political SubDivisions: **Yes**

Prompt Payment Terms: **0% 00 Net 45**

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: **Total Communications, Inc.**

Company Address: **333 Burnham Street, East Hartford, CT 06108**

Tel. No.: **(860) 622-4128**

Fax No.:

Contract Value: **\$4,000,000.00 Est.**

Contact Person: **Greg Strouth**

Company E-mail Address and/or Company Web Site: gregstrouth@totalcomm.com or www.totalcomm.com

Remittance Address: Same As Above

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

Agrees to Supply Political SubDivisions: **Yes**

Prompt Payment Terms: **0% 00 Net 45**

Contract User Instructions:

- This is a multiple award contract to two Contractors.
- All projects must be quoted by both awarded Contractors and the Department must obtain all required approvals prior to issuing a purchase order.
- The Department must determine the most advantageous Contractor based on specifications, requirements, pricing, and timelines and issue a purchase order(s) accordingly.

APPROVED _____

MARK RAYMOND

Chief Information Officer

(Original Signature on Document in Procurement Files)

**INFORMATION PROCESSING SYSTEMS CONTRACT
CONTRACT #18PSX0202**

Between

THE STATE OF CONNECTICUT

Acting by its

DEPARTMENT OF ADMINISTRATIVE SERVICES

And

ePlus Technology, inc.

CISCO PRODUCTS AND SERVICES

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EXHIBIT A – DELIVERABLES DOCUMENT

EXHIBIT B – PRODUCT & PRICING SCHEDULE

EXHIBIT C – NOTICE TO EXECUTIVE BRANCH STATE CONTRACTORS AND
PROSPECTIVE STATE CONTRACTORS OF CAMPAIGN CONTRIBUTION AND SOLICITATION
LIMITATIONS

This Information Processing Systems Contract (“Contract”) is made by and between the **STATE OF CONNECTICUT** (“State”), acting by its **Department of Administrative Services** (“DAS”) located at 450 Columbus Boulevard, Hartford, CT 06103, under the authority of Sections 4d-2, 4d-5, and 4d-8 of the Connecticut General Statutes and **ePlus Technology, inc.** (“Contractor”), having its principal place of business at **45 Shawmut Road, Suite 100, Canton, MA 02021**.

Now therefore, in consideration of these presents, and for other good and valuable consideration, the receipt and sufficiency of which the parties acknowledge Contractor and the State agree as follows:

1. TERM OF CONTRACT

This Contract shall become effective upon its approval as to form by the Office of the Attorney General of the State of Connecticut (“Effective Date”), as evidenced by its signature below, and shall continue uninterrupted for five (5) years from the Effective Date. DAS, in its sole discretion, may extend this Contract one or more times for a combined total period not to exceed the complete length of the original term.

2. DEFINITIONS

- a) **Acceptance Date:** The date the Department accepts a Deliverable in accordance with Section 7 below shall be deemed the Acceptance Date for each Deliverable.
- b) **Alteration:** The modification, changing, refashioning, remodeling, remaking, revising or reworking of any part of the Deliverable.
- c) **Cisco:** Cisco Systems, Inc.
- d) **Claims:** All actions, suits, claims, demands, investigations, and proceedings of any kind, open, pending, or threatened, whether mature, un-matured, contingent, known or unknown, at law or in equity in any form.
- e) **Confidential Information:** 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 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.
- f) **Confidential Information Breach:** 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 the client, the Contractor, the Department or State.

- g) **Contractor Parties:** A Contractor's members, directors, officers, shareholders, partners, managers, principal officers, representatives, agents, 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 this Contract in any capacity.
- h) **Corrective Action Plan:** A detailed written plan produced by the Contractor at the request of the Department to correct or resolve Contractor deficiency(ies) identified by the Department in accordance with Section 13.
- i) **Deliverable:** Any product, service, or warranty that is required to be delivered to the Department under this Contract or available under Exhibit B, or both, whether produced by the Contractor or by a third party as a supplier or subcontractor to the Contractor.
- j) **Deliverables Document:** Exhibit A to this Contract - Document which sets forth and describes the Services and Deliverables that are to be provided or made available under to this Contract and the specific requirements and terms applicable to those Services and Deliverables.
- k) **Department:** Any and all departments, commissions, boards, bureaus, agencies, institutions, public authorities, offices, councils, associations, instrumentalities, entities, political subdivisions of the State, schools, and not-for-profit organizations that issue duly authorized Purchase Orders against this Contract.
- l) **Goods:** For the purposes of this Contract, all things which are movable at the time that this Contract is effective and which include, without limiting this definition, products, supplies, materials and equipment, as specified in the Solicitation and set forth in Exhibit A or Exhibit B, or both.
- m) **Improvement:** Contractor changes made to Deliverables from time to time either to provide additional functions for Department use or to correct errors and other Performance deficiencies noted by the Department and reported to the Contractor.
- n) **Key Contractor Personnel:** The individual employees of Contractor who will be assigned to the Project.
- o) **Licensed Software:** Computer program(s) provided by Contractor in connection with the Deliverables, subject to Section 14 of this Contract.

- p) **Perform:** For the purposes of this Contract, the verb “to perform” and the Contractor’s performance set forth in this Contract and its exhibits are referred to as “Perform,” “Performance” and other capitalized variations of the term.
- q) **POP (Primary Operation Period):** The days and hours of normal operations and availability, which is to be 8:00 am to 4:00 pm, Monday - Friday.
- r) **Product & Pricing Schedule:** Exhibit B to this Contract - Document which lists the Deliverables and Services available under this Contract and establishes the component or unit pricing and price schedules for each Deliverable and Service available pursuant to this Contract.
- s) **Product Schedule Update:** Update to the Product & Pricing Schedule in accordance with Section 3 of this Contract to make additional products or services available under this Contract or to alter the pricing of products or services listed in the Product & Pricing Schedule.
- t) **Purchase Order:** Document issued by a Department for one or more Goods, Deliverables or Services in accordance with the terms and conditions of this Contract.
- u) **Records:** All working papers and such other information and materials as may have been accumulated by the Contractor in Performing this Contract, including but not limited to, documents, data, plans, books, computations, drawings, specifications, notes, reports, records, estimates, summaries, memoranda and correspondence, kept or stored in any form.
- v) **Replacement Deliverable:** Any product, whether software, hardware, documentation, license, information, or otherwise, or any service, whether development, integration, administrative, maintenance, consulting, training, data warehousing, operations, support, hosting, or otherwise, or any warranty, that replaces a Deliverable at the request of the State.
- w) **Services:** The Performance of labor or work set forth in Exhibit A or in the Statement of Work, whichever is applicable.
- x) **Site:** Location(s) specified by Department where Deliverables are to be installed or Services rendered.
- y) **SMARTnet Maintenance and Support Services:** A technical support service that provides to the Department Cisco engineers and Cisco website resources.
- z) **Solicitation:** Request for Proposal entitled Cisco Product and Services dated 3 October 2018.
- aa) **Source Code:** The Licensed Software, including all corresponding programmer’s comments, data files and structures, headers, files, macros, annotations, and documentation.
- bb) **Specifications:** The written technical and non-technical detailed documentation of the Deliverables’ and the capabilities, as approved and accepted in writing by the Department prior to acceptance.

- cc) **State:** The State of Connecticut, including the Department and any office, department, board, council, commission, institution or other agency or entity of the State.
- dd) **Statement of Work (SOW):** Statement issued in connection with a Purchase Order for a Deliverable or Service available under this Contract which sets forth all work and payment requirements for Contractor's Performance in connection with said Purchase Order.
- ee) **Term:** The original term of the Contract plus any extensions exercised under Section 1 of the Contract.
- ff) **Termination:** An end to this Contract prior to the end of its Term.
- gg) **Time and Material Service package:** Contractor service that provides the Department with consultation, configuration or installation of Goods or Services purchased under this Contract and priced in accordance with Product and Pricing Schedule, Exhibit B.
- hh) **Upgrade:** A change to the primary version number of the Licensed Software, generally providing additional features or functionality
- ii) **Update:** A change to the Licensed Software to correct bugs or defects, patches or changes to enable the Licensed Software to operate on new or upgraded operating platforms.
- jj) **User Acceptance Testing (UAT):** Phase in which the State tests the functionality of a Deliverable with real world scenarios to determine if the Deliverable performs in accordance with the agreed upon design as contained in the Specifications.
- kk) **Warranty Period:** A minimum ninety (90) day period commencing upon the Acceptance Date or the manufacturer warranty, whichever is greater.

3. ACQUIRING DELIVERABLES AND SERVICES

- a) Subject to the terms and conditions of this Contract, Contractor shall sell, transfer, convey and/or license to the State any duly ordered Deliverable and/or Perform the Services in accordance with Exhibit A, or in accordance with a Statement of Work, if applicable. Such Deliverables or Services, as appropriate, shall be itemized in and available under the Product & Pricing Schedule and may be acquired through properly issued Purchase Orders.
- b) Contractor's Performance shall conform to the requirements of the State Office of Policy and Management's Policy for the Management of State Information Technology Projects.
- c) Any Purchase Order is subject to the terms of this Contract and shall remain in effect until Department acceptance of full Performance of all Deliverables and Services contained in the applicable Purchase Order, unless terminated sooner under the terms of this Contract. Neither party shall be bound by any additional

terms different from those in this Contract that may appear on a Purchase Order or other form document issued by either party.

d) Contractor may supplement Exhibit B at any time to make additional products, services and related terms available to the State, provided that the effective date of each supplement is stated thereon. Any supplement shall be transmitted to the DAS with a cover letter documenting formal approval of the supplement by a Contractor representative legally empowered to so act. The supplement will only be deemed accepted by DAS if it issues a Product Schedule Update letter to Contractor, indicating its concurrence with the supplement.

e) Notwithstanding any other provision of this Contract, no material change may be made to the Deliverables set forth in Exhibit A that alters the nature or scope of the Deliverables or their intended use. Any change in the Deliverables set forth in Exhibit B shall be conditioned upon the new product(s) being of a similar nature and having a similar use as the defined Deliverables. An update of the Deliverables or the addition of products that are related to or serve similar functions as the Deliverables is permissible only with the prior written approval of the DAS.

f) Beginning the Effective Date, Contractor, upon ninety (90) calendar days prior written notice to DAS, may update the pricing on Exhibit B effective July 1 of any State of Connecticut fiscal year, provided: (1) the Product Schedule Update is transmitted and approved in the same manner as described for supplements in subsection 3.c.; (2) no software license or Deliverable maintenance or service rate is increased within the first year following acceptance of a Deliverable; and (3) any such price increase shall not exceed the lesser of (i) 2.5 and (ii) the average annual percentage increase over the immediately preceding calendar year in the 'Consumer Price Index' – Hartford, Connecticut Average for all Urban Consumers (CPI-U) (All items, 1982-84 = 100) published monthly by the Bureau of Labor Statistics of the United States Department of Labor or, should that index cease to be published, the most comparable index published on a regular basis by the US Government since the later of the date of this Contract or Contractor's latest Product Schedule.

g) Contractor shall provide the State with a discount on any Product Schedule Update according to the discount, if any, shown on the Exhibit B.

h) The Department is authorized to use any Licensed Software solely for the State's business purposes in connection with the Deliverables. The right to use any such Licensed Software, unless expressly stated otherwise elsewhere in this Contract, shall be perpetual and nonexclusive.

i) No additions to or reductions in the Deliverables and prices for work completed in the Performance of any Purchase Order shall be permitted unless the Department issues a change order in accordance the provisions of Section 5.

j) The Department shall issue a Purchase Order when acquiring any Deliverable or Service available under this Contract and, if appropriate, a Statement of Work mutually acceptable to the purchasing Department and the Contractor.

4. PROJECT PERSONNEL

- a) The Department shall designate a project administrator (the “Project Administrator”), who may be replaced at the discretion of the Department. The Project Administrator shall have the authority to act for the Department under this Contract for any Deliverable(s) initially acquired/installed from the Contractor and such authority shall continue to be in effect throughout the term of this Contract.
- b) Department shall, in its discretion, have the right to require and approve Key Contractor Personnel. If Department is dissatisfied with the performance of any prior approved Key Contractor Personnel, Department shall notify Contractor of Department’s desire to change any Key Contractor Personnel. Contractor shall make such requested change within thirty (30) calendar days of the request for such change. Initial Key Contractor Personnel are as follows: Steve Low.

5. CHANGE ORDERS

- a) The Department may, at any time, with written notice to Contractor, request changes within the scope of Exhibit A or Statement of Work, if applicable. Such changes shall not be unreasonably denied or delayed by Contractor. Such changes may include, but are not be limited to, modifications or other changes required by new or amended State and/or Federal laws and regulations relating to functional requirements and processing procedures, or involving the correction of deficiencies. Prior to expiration of any Warranty Period, any changes to the Deliverable(s) required due to Deliverable deficiencies that do not fully perform in accordance with this Contract, shall be made by Contractor without charge to the Department. Any investigation necessary to determine the source of the problem requiring the change shall be done by Contractor at its sole cost and expense.
- b) A change order request may be issued only by the Department and must be in writing. As soon as possible after Contractor receives a written change order request, but in no event later than fifteen (15) calendar days thereafter, the Contractor shall provide the Department with a written statement confirming the change has no price impact on the Contract or, if there is a price impact, Contractor shall provide the Department a written statement explaining the price increase or decrease involved in implementing the requested change.
- c) No change order with a price impact will be effective until Contractor receives written confirmation from the Department.

6. DELIVERABLE INSTALLATION & DEINSTALLATION

- a) Department shall prepare and make available to Contractor the installation site of any Deliverable in accordance with Contractor furnished requirements. If preparation for installation will not be completed as mutually scheduled, the Project Administrator shall notify the Contractor as soon as possible, but no less than ten (10) days prior to the scheduled Deliverable installation date.
- b) Contractor shall provide all pre-installation and post-installation Deliverable compatibility system surveys, consultation, reference manuals, onsite operational training to facilitate proper installation and operation of all Deliverables.

c) Department ordered de-installation, relocation and, or, reinstallation of any system previously installed at a Department Site or Department designated Site shall be at Department's expense according to Contractor's prices then in effect for such services. If de-installation, relocation and, or, reinstallation of any system previously installed at a Department Site or Department designated Site is necessary due to Contractor error, the Department shall not incur expenses for such services.

7. DELIVERABLE EVALUATION & ACCEPTANCE

a) For any hardware Deliverable furnished by Contractor under the terms of this Contract, such hardware Deliverable shall be deemed accepted by the Department upon the Department's (i) determination that the hardware Deliverable has been successfully installed by the Contractor, and (ii) confirmation that the hardware Deliverable is operable in accordance with the terms, conditions, and requirements of this Contract.

b) For any software Deliverable furnished by Contractor under the terms of this Contract, the Department shall perform the User Acceptance Test (UAT). Successful completion of UAT shall be determined in accordance with the following procedures:

1. The Department shall approve each software Deliverable that conforms in all material respects with the Specifications or as set forth in the Statement of Work. Within thirty (30) business days, or other period agreed by the parties in writing, from its receipt of a Deliverable, the Department shall provide Contractor with (a) written approval and acceptance of the Deliverable or (b) a written statement which identifies in reasonable detail, with references to the applicable Specifications, the deficiencies preventing approval and acceptance.
2. Contractor shall have fifteen (15) business days, or such other period agreed upon by the parties in writing, from the date it receives the notice of deficiencies to complete corrective actions to make Deliverable conform in all material respects to the applicable Specifications. The Department shall complete its review of the corrected Deliverable and notify Contractor in writing of acceptance or rejection in accordance with the foregoing provisions of this section within five (5) business days from the date it receives the corrected Deliverable, or such other period agreed upon by the parties in writing.
3. Upon completion of successful UAT, the Department shall in writing notify the Contractor of the Department's approval and acceptance the Deliverable. Upon the request of Contractor, Department agrees to complete any Contractor acceptance certificate that is reasonable and acceptable to the Department after testing and acceptance of the Deliverable so long as such certificate does not amend, alter or modify in any way the terms and conditions of this Contract or the obligations hereunder.

8. PAYMENTS AND CREDITS

a) The Department shall pay for Deliverables only upon acceptance of the Deliverable(s) pursuant to Section 7 and receipt of a properly documented invoice from the Contractor. The Department shall pay Contractor within forty-five (45) days of the Deliverable Acceptance Date and receipt of Contractor's properly documented invoice, whichever is the later date.

b) Payment of Contractor charges for any license term, or license maintenance and support term, shall

entitle the Department to use the license, free of any usage charges, at the Department's convenience at any time during the applicable Term.

c) The State shall make all payments to the Contractor through electronic funds transfer via the Automated Clearing House (“ach”). Contractor shall enroll in ACH through the Office of the State Comptroller prior to sending any invoice to the State. The Contractor may obtain detailed information regarding ACH at: <http://www.osc.ct.gov/vendor/directdeposit.html>.

d) Contractor may assign any payments, in whole or in part, upon prior written notice to the Department and compliance with the requirements of the State's Comptroller's Office concerning such assignments. No assignment of receivables by Contractor shall relieve Contractor of any obligations under this Contract without prior written Department consent in each such instance. Notwithstanding any such assignment, Contractor represents and warrants that the Deliverable shall be and remain free of any repossession or any Claims by Contractor or its successors and assigns, subject to the terms and conditions of this Contract.

c) Contractor shall furnish separate invoices for each Purchase Order and shall list each license charge, maintenance and support charge or other charge included in each invoice as separate line items.

d) Contractor shall not charge the Department a fee to reinstate licenses or maintenance and support. Contractor shall be entitled to payment of all license, maintenance and support fees that would have been paid during or for the reinstatement period, but no separate fees or penalties shall be paid by the Department in order to reinstate any license, maintenance or support.

9. LICENSED SOFTWARE MAINTENANCE & SUPPORT

a) After acceptance of any Deliverable by the Department and subject to the terms, conditions and charges set forth in this Contract, Contractor represents and warrants that maintenance and support services for any Deliverable shall be provided to the Department in accordance with the levels provided in the Time and Material Service package purchased by Department in accordance with Exhibit A, if any. The Department shall be under no obligation to purchase any Time and Material Service package.

b) The SMARTnet Maintenance and Support Service, if purchased by the Department, shall be provided by the Contractor on an annual basis. Contractor shall provide DAS and the Department written notice of renewal not less than sixty (60) days prior to the expiration date of the then current SMARTnet Maintenance and Support Service period. The SMARTnet Maintenance and Support Service shall automatically renew for successive twelve (12) month periods unless thirty (30) days prior written notice of termination is provided to the Contractor by DAS before the end of the then current term of the SMARTnet Maintenance and Support Service. The Department shall be under no obligation to purchase the SMARTnet Maintenance and Support Service.

c) Contractor shall maintain sufficient and competent Deliverable support services staff to satisfy the Contractor obligations specified herein for any Deliverable.

- d) Contractor shall have full and free access to any Deliverable to provide required services thereon, subject to the Department's access and security policies.
- e) Contractor shall invoice the Department for maintenance and support on an annual basis, unless specifically otherwise indicated on the Product & Pricing Schedule. Payments for maintenance and support services shall not be subject to holdback requirements.
- f) If any Deliverable becomes not usable due to the computer manufacturer's release and the installation of (1) a new Processing Unit (PU) operating system or (2) an updated version of the present PU operating system or (3) a change to the present PU operating system and the Contractor is unable to provide changes to the Deliverable to cause it to operate according to Specifications within thirty (30) days of written notification by the Department to Contractor of such failure to operate, any such Deliverable so affected shall have its paid maintenance and support period, periodic-payment license period or limited term license period extended an additional period of time equal to the period of time the Deliverable was not usable. If, after the expiration of thirty (30) days from the date of said notification, the Deliverable remains not usable, then the applicable license may be terminated at the option of said Department without further obligation or liability.
- g) Contractor shall maintain at all times a copy of the most current version of the Licensed Software installed at the Department.
- h) If the Department allows maintenance and support services to lapse, the Department may at any time reinstate maintenance and support services with fifteen (15) day advance written notice to the Contractor. Upon such reinstatement, the Department will be responsible for payment of the maintenance and support fees beginning the date Contractor commences maintenance and support services. The Department shall not be responsible for payment of any separate fees or penalties in order to reinstate maintenance or support services.

10. HARDWARE MAINTENANCE & SUPPORT

- a) After acceptance of any Deliverable by the Department and subject to the terms, conditions and charges set forth in this Contract, Contractor represents and warrants that maintenance and support services for any hardware Deliverable shall be provided to the Department in accordance with the levels provided in the SMARTnet Maintenance and Support Services package purchased by Department, if any.
- b) The Department shall be responsible for Site work required for installation of hardware Deliverable(s) and for time and costs of materials expended or incurred by Contractor to repair damage to hardware Deliverables caused by the Department.
- c) Contractor shall not be responsible for the consequences of any hardware Deliverable repairs, adjustments, or modifications performed by any person not representing Contractor, unless the Contractor previously approved the performance of repairs by persons not representing the Contractor.
- d) Contractor shall maintain sufficient installed hardware Deliverable support services staff, replacement hardware Deliverable and ancillary equipment to satisfy the maintenance and support requirements provided under the applicable maintenance and support package.

11. RESERVED

12. RESERVED

13. OTHER WARRANTIES

a) Unless expressly stated otherwise in this Contract, Contractor hereby warrants that a Deliverable installed by Contractor, or installed by the Department in accordance with Contractor's instructions, shall function according to the Specifications on the Acceptance Date for such Deliverable, and that Contractor shall modify and/or replace such Deliverable as necessary to maintain ongoing reliability. This latter warranty shall not apply to any Deliverable deficiency caused by maintenance by a person other than the Contractor or its representative.

b) If the ongoing performance of the Deliverable does not conform to the Specifications on the Acceptance Date for such Deliverable, Department shall give Contractor written notice of performance deficiencies. Contractor shall then have not more than a ten (10) calendar day cumulative cure period to correct such deficiencies. If the performance continues to be in nonconformance, the Contractor shall be in material default of this Contract and DAS, at its option, may thereupon take any one or more of the following actions:

1. if the Warranty Period has not expired, terminate this Contract;
2. Require Contractor replace said Deliverable at Contractor's expense with a functional Deliverable or competent Service;
3. Terminate the Deliverable license or service without fee or charge to the Department, or further obligation or financial liability. In the event of such termination, the Contractor shall refund to the Department all monies paid to the Contractor no later than 15 days after termination, according to the following schedule:
 - (i) if termination is of a lump-sum payment perpetual license, repayment shall be determined by the point in the Term in which the Acceptance Date of the terminated Deliverable occurred:
 - a. 1st - 12th month: 100% of license fee paid
 - b. 13th - 24th month: 75% of license fee paid
 - c. 25th - 36th month: 50% of license fee paid
 - d. 37th month and over: 25% of license fee paid

- (ii) if termination is of associated services, or a periodic payment license, or a lump-sum payment non-perpetual license, all fees paid by the Department to the Contractor during the period following the event of material default shall be returned.

c) The Contractor neither excludes nor modifies the implied warranties of merchantability and fitness for a particular purpose concerning the Deliverables offered under the terms and conditions of this Contract.

14. PATENT, COPYRIGHT, LICENSE & PROPRIETARY RIGHT

a) The Contractor shall provide to the Department reproductions of the patent, copyright, license or proprietary rights information notices which are applicable and were affixed to original Deliverables. Once the Department receives those notices, the Department shall promptly affix them to any copies made of the Deliverable. The Department shall maintain the confidentiality of any such Licensed Software Deliverable consistent with its privileged nature, and shall not divulge the Deliverable to make it available to any third party, except as may be noted elsewhere in this Contract or as it may be required under the Connecticut Freedom of Information Act. This obligation survives the expiration or early termination of this Contract.

b) For the duration of the license, Department may make and maintain copies of the Licensed Software.

c) In the event any Licensed Software Deliverable becomes the actual or prospective subject of any patent, copyright, license & proprietary rights claim or proceeding, Contractor may, at its discretion:

1. Modify the Deliverable or substitute another equally suitable Deliverable (provided that the performance of the modified or substitute Deliverable equals or exceeds that of the original Deliverable);
2. Obtain for the State or Department the right to continued use of the Deliverable; or
3. If use of the Deliverable is prevented by injunction, take back the Deliverable and credit the State or Department for any charges as a result of enjoined use as follows:
 - a. If the Deliverable is a periodic payment license, Contractor shall promptly refund the Department the amount of the fees paid to the Contractor for the portion of the applicable term found to be infringing.
 - b. If the Deliverable is a lump-sum payment license, Contractor shall promptly refund the Department any license fee paid by the Department to the Contractor for the Licensed Software Deliverable as determined by the point in the Term in which the Acceptance Date of the terminated Deliverable occurred:
 1. 1st - 12th month: 100% of license fee paid
 2. 13th - 24th month: 75% of license fee paid
 3. 25th - 36th month: 50% of license fee paid
 4. 37th month and over: 25% of license fee paid

d) Contractor shall not have any liability for any infringement claim or proceeding based on the Department's use of a Deliverable for which it was neither designed nor intended.

e) Any and all inventions or improvements to computer programs and/or base software specifically developed by the Contractor and paid for by the Department pursuant to this Contract will be owned by the State. The State shall retain all ownership rights to any such inventions or improvements.

f) Any Alteration of a Licensed Software Deliverable that changes the operation or functionality of the Licensed Software Deliverable by the Department without prior written consent of Contractor shall void the obligations of Contractor under Sections 9 and 13 for such Deliverable.

g) Neither the State nor the Department will reproduce, create derivative works, translate, reverse engineer or decompile the Licensed Software, in whole or in part, nor create or attempt to create, by reverse engineering or disassembling of the design, algorithms or other proprietary trade secrets of the Licensed Software.

h) The Department shall use the Licensed Software only in the pursuit of its own business operations.

15. CONFIDENTIALITY; NONDISCLOSURE

a) The State shall exercise at least the same degree of care to safeguard any trade secrets or confidential information of Contractor Licensed Software as the State does its own property of a similar nature and shall take reasonable steps to assure that neither the Licensed Software nor any part thereof received by the State under this Contract shall be disclosed for reasons other than its own business operations. Such prohibition on disclosures shall not apply to disclosures by the State to its employees or its representatives, provided such disclosures are reasonably necessary to the State's use of the Deliverable, and provided further that the State shall take all reasonable steps to ensure that the Deliverable is not disclosed by such parties in contravention of this Contract. The State's performance of the requirements of this section shall be subject to the State of Connecticut Freedom of Information Act, as amended.

b) The State shall use any Licensed Software only in the pursuit of its own business interests. The State shall not sell, lease, license or otherwise transfer with or without consideration, any such Deliverable to any third party, other than those non-designated third parties that reasonably have need to know and agree to abide by the terms of this section, or permit any third party to reproduce, copy or otherwise use such Deliverable.

16. 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 the Department 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;
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, the Department 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 Department 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 Department, 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 any provisions of this Contract concerning the obligations of the Contractor as a Business Associate of Covered Entity.

17. DELIVERABLE REPLACEMENTS & UPGRADES

a) At any time after the Effective Date, the Department may order replacement of any Deliverable with any other deliverable then available to the Department (referred to as Replacement Deliverable in this section to distinguish from the Deliverable being replaced). Replacement Deliverables are subject to evaluation and acceptance as set forth in Section 7.

b) Contractor shall provide the Department with a discount or credit according to Contractor's policy then in effect or according to the credit shown below, whichever is greater:

1. If the Replacement Deliverable is replacing a Deliverable that was provided by the Contractor under a lump sum payment perpetual license, the Department shall receive a credit toward the license fee for the Replacement Deliverable equal to a percentage of the license fee that was

paid for the Deliverable to be replaced. The percentage shall be based on the length of time that has passed since the Acceptance Date for the Deliverable being replaced, as follows:

- 1 - 12 months = 75% of the license fee paid for the Deliverable
- 13 - 24 months = 50% of license fee paid for the Deliverable
- 25 - 36 months = 25% of license fee paid for the Deliverable
- 37 months or more = No credit

2. If the Replacement Deliverable is replacing a Deliverable that was provided by the Contractor under a periodic payment license, the Department shall not receive any credit toward the license fee for the Replacement Deliverable. License fee payments for the Deliverable being replaced shall terminate on the Acceptance Date of the Replacement Deliverable.
3. If the Replacement Deliverable is replacing a Deliverable that was provided by the Contractor under a lump-sum payment non-perpetual license, the Department shall receive a credit toward the Replacement Deliverable license fee equal to the prorated license fee for the period commencing the Acceptance Date of the Replacement Deliverable and the expiration date of the license term for the Deliverable being replaced.

c) The Department shall be responsible for the applicable license fee for a Replacement Deliverable as of the Acceptance Date of the Replacement Deliverable.

d) Contractor shall keep current any installed Deliverable or Replacement Deliverable throughout its license term by delivering, at no cost or expense to Department, the most current release of said Deliverable or Replacement Deliverable to the Department, provided that said Department has paid or will pay the most recent applicable annual maintenance charges.

18. RISK OF LOSS & INSURANCE

a) The State shall not be liable to Contractor for any risk of Deliverable loss or damage while Deliverable is in transit, or while in the Department's possession, except when such loss or damage is due directly to the Department's negligence or intentional misconduct. Nothing in this section is intended nor shall it be construed, in any manner, as waiving or compromising the sovereign immunity of the State.

b) Throughout the Term, Contractor shall maintain, at Contractor's sole cost and expense, a policy or policies of commercial general liability insurance, including contractual liability coverage, in an amount not less than \$1,000,000.00 for all damages arising out of bodily injuries to, or death of, all persons and injuries to or destruction of property, in any one accident or occurrence, and, subject to that limit per accident, a total (or aggregate) limit of \$2,000,000.00 per occurrence for all damages arising out of bodily injuries to, or death of, all persons and injuries to or destruction of property per policy period. Such insurance policy or policies shall name the State as additional insured. Contractor shall provide the State a certificate of insurance evidencing the above coverage on an annual basis and shall not begin performance of the Services until such a certificate has been provided to DAS, and, if requested, the Department.

c) During the Term, and for a period of three (3) years thereafter, the Contractor shall carry Professional Liability Insurance in the amount of \$1,000,000 per Claim and Annual Aggregate. Contractor shall provide the State a certificate of insurance evidencing such Professional Liability Insurance coverage upon written request on an annual basis and shall not begin Performance of the Services until such a certificate has been provided to the Department.

d) Throughout the Term, Contractor shall carry, at Contractor's sole cost and expense, an Information Security Privacy insurance policy with limits not less than \$1,000,000 per occurrence or claim, \$1,000,000 aggregate. Coverage shall be sufficiently broad to respond to the duties and obligations as is undertaken by Contractor in this Contract and shall include, but not be limited to, claims involving infringement of intellectual property, including but not limited to infringement of copyright, trademark, invasion of privacy violations, information theft, damage to or destruction of electronic information, release of private information, release of Confidential Information, alteration of electronic information, extortion and network security. The policy shall provide coverage for breach response costs as well as regulatory fines and penalties as well as credit monitoring expenses with limits sufficient to respond to these obligations.

e) All insurance with the exception of the professional liability insurance required under (c) above must be written on an occurrence basis as opposed to "claims made" basis.

19. DELIVERABLE ALTERATIONS

a) Alterations of any hardware Deliverable may be made only with the prior written consent of Contractor and/or manufacturer. Such consent shall not be unreasonably withheld or delayed and shall be provided without cost to Department.

b) Any and all inventions or improvements to computer programs and/or base software specifically developed by the Contractor and paid for by the Department pursuant to this Contract shall become the property of the State. The State shall retain all ownership rights to any such inventions or improvements.

c) If any Deliverable Alteration interferes with the normal and satisfactory operation or maintenance and support of any Deliverable, or increases substantially the costs of maintenance and support thereof, or creates a safety hazard, the Department shall, upon receipt of written notice from Contractor, promptly restore the Deliverable to its pre-altered condition.

d) The State hereby acknowledges and agrees Contractor may develop and market a new or substantially different product that either uses or performs all or part of the functions performed by an installed Deliverable developed for the State. Nothing contained in this Contract gives the State any rights with respect to such new or different product.

20. FORCE MAJEURE

Neither party shall be responsible for delays or failures in its obligations herein due to any cause beyond its reasonable control. Such causes shall include, but not be limited to, strikes, lockouts, riot, sabotage, rebellion,

insurrection, acts of war or the public enemy, acts of terrorism, unavailable raw materials, telecommunication or power failure, fire, flood, earthquake, epidemics, natural disasters, and acts of God.

21. ANTITRUST

Contractor hereby irrevocably assigns to the State of Connecticut all rights, title and interest in and to all Claims associated with this Contract that Contractor now has or may or will have and that arise under the antitrust laws of the United States, 15 USC Section 1, *et seq.* and the antitrust laws of the State of Connecticut, Connecticut General Statute § 35-24, *et seq.*, including but not limited to any and all Claims for overcharges. This assignment shall become valid and effective immediately upon the accrual of a Claim without any further action or acknowledgment by the parties.

22. GENERAL PROVISIONS

- a) Section headings and document titles used in this Contract are included for convenience only and shall not be used in any substantive interpretation of this Contract.
- b) If any term or condition of this Contract is decided by a proper authority to be invalid, the remaining provisions of the Contract shall be unimpaired and the invalid provision shall be replaced by a provision which comes closest to the intention underlying the invalid provision. Contractor shall comply with the statutes, regulations, Executive Orders and policies incorporated into this Contract to the extent that such statutes, regulations, Executive Orders and/or policies are applicable to Contractor in connection with its Performance under this Contract.
- c) The failure at any time by either party to this Contract to require performance by the other party of any provision hereof shall not affect in any way the full right to require such performance at any time thereafter. The failure of either party to enforce or pursue a right or remedy shall not constitute a waiver of the right or remedy itself, unless such a waiver is expressed in writing and signed by a duly authorized representative of the waiving party.
- d) In any case where the consent or approval of either party is required to be obtained under this Contract, such consent or approval shall not be unreasonably withheld or delayed. No such consent or approval shall be valid unless in writing and signed by a duly authorized representative of that party. Such consent or approval shall apply only to the given instance, and shall not be deemed to be a consent to, or approval of, any subsequent like act or inaction by either party.
- e) The Department shall not remove or destroy any proprietary markings or proprietary legends placed upon or contained within any Deliverable.
- f) Except as may be otherwise provided for in this Contract, the Department shall not assign, mortgage, alter, relocate or give up possession of any Deliverable to which Contractor retains title without the prior written consent of Contractor.
- g) Contractor represents and warrants that it shall not, without prior written consent from the State, make any reference to the Department or the State in any of Contractor's advertising or news releases. The Contractor may use the State's and/or the Department's name as a specific citation within proposals it submits.
- h) Contractor shall execute any and all documents or to take any actions which may be reasonably

necessary to perfect the rights granted to the State in Section 14.

i) Neither Department nor Contractor’s personnel who had substantive contact with personnel of the other in the course of the Performance of the Services hereunder shall directly or indirectly employ, solicit, engage or retain the services of such an employee of the other party to this Contract during its Term and for a period of one year from the Termination of this Contract or such longer period as may be required by State statute. This provision shall not restrict the right of either party to solicit or recruit generally in the media.

j) The Department shall cooperate with Contractor in the Performance by Contractor of the services hereunder, including, (i) providing Contractor with adequate working space, equipment and facilities and timely access to data, information, and personnel of the State; (ii) providing experienced and qualified personnel to perform their assigned tasks and duties in a competent and timely fashion; (iii) providing a stable, fully functional system infrastructure environment which will support the Deliverables and allow Contractor and the Department to work productively; and (iv) promptly notifying Contractor of any issues, concerns or disputes with respect to the services provided by Contractor hereunder. The Contractor shall not be responsible for, among other things, the performance of the Department’s personnel and agents, and the accuracy and completeness of all data and information provided to Contractor by the Department for purposes of the performance of the services hereunder.

k) Each of the State and Contractor is an independent contractor and neither of them is, nor shall be considered to be, nor shall purport to act as, the other’s agent, partner, fiduciary, joint venturer, or representative.

l) Contractor may (i) provide any Services to any person or entity, and (ii) develop for itself, or for others, materials or processes including those that may be similar to those produced as a result of the services hereunder, provided that, Contractor complies with its obligations of confidentiality set forth in Sections 14, 15 and 16.

m) All references in this Contract to any statute, public act, regulation, code or executive order shall mean such statute, public act, regulation, code or executive order, respectively, as it has been amended, replaced or superseded at any time. Notwithstanding any language in this Contract that relates to such statute, public act, regulation, code or executive order, and notwithstanding a lack of a formal amendment to this Contract, this Contract shall always be read and interpreted as if it contained the most current and applicable wording and requirements of such statute, public act, regulation, code or executive order as if their most current language had been used in and requirements incorporated into this Contract at the time of its execution.

23. COMMUNICATIONS

a) Unless notified otherwise by the other party in writing, correspondence, notices, and coordination between the parties to this Contract as to general business matters or the terms and conditions herein shall be directed to:

State: State of Connecticut, Department of Administrative Services
Procurement Division
450 Columbus Boulevard, Suite 1202
Hartford, CT 06103
Attention: Susanne Hawkins

Contractor: ePlus Technology, inc.
45 Shawmut Road, Suite 100
Canton, MA 02021
Attention: Steve Low

b) Details regarding Contractor invoices and all technical or day-to-day administrative matters pertaining to any Deliverable shall be directed to:

Department: The individual specified in the applicable Purchase Order

Contractor: The individual designated by Contractor in their Proposal or as the Contractor may otherwise designate in writing to the Department.

24. RESERVED

25. WHISTLEBLOWER PROVISION

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.

26. DISCLOSURE OF PUBLIC RECORDS PROVISION

This Contract may be subject to the provisions of Section 1-218 of the Connecticut General Statutes. In accordance with this statute, 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 (a) provide that the public agency is entitled to receive a copy of records and files related to the performance of the governmental function, and (b) indicate that such records and files are subject to FOIA and may be disclosed by the public agency pursuant to FOIA. 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 FOIA. 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.

27. 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.

28. BREACH

a) If either party breaches the Contract in any respect, the non-breaching party shall provide written notice of the breach to the breaching party by overnight or certified mail, return receipt requested, to the most current address the breaching party has furnished for the purposes of correspondence and afford the breaching party an opportunity to cure within thirty (30) days from the date that the breaching party receives the notice. In the case of a Contractor breach, DAS may set forth any period greater or less than thirty (30) days, so long as such time period is otherwise consistent with the provisions of this Contract (for the purposes of this paragraph, the time period set forth by the non-breaching party shall be referred to as the “right to cure period”). The 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.

b) In the event of a breach, DAS may require the Contractor to prepare and submit to DAS or the Department a Corrective Action Plan in connection with an identified breach. The Corrective Action Plan shall provide a detailed explanation of the reasons for the cited deficiency(ies), the Contractor’s assessment or diagnosis of the cause, and a specific proposal to cure or resolve the deficiency(ies). The Contractor shall submit the Corrective Action Plan within ten (10) business days following the request for the plan by the State and is subject to approval by the Department or DAS, which approval shall not unreasonably be withheld. Notwithstanding the submission and acceptance of a Corrective Action Plan, Contractor remains responsible for achieving all Performance criteria. The acceptance of a Corrective Action Plan shall not excuse prior substandard Performance, relieve Contractor of its duty to comply with Performance standards, or prohibit the State from pursuing additional remedies or other approaches to correct substandard Performance.

c) The written notice of the breach may include an effective Termination date. If the identified breach is not cured by the stated Termination date, unless otherwise modified by the non-breaching party in writing prior to such date, no further action shall be required of any party to effect the Termination as of the stated date. If the notice does not set forth an effective Termination date, the non-breaching party shall be required

to provide the breaching party no less than twenty four (24) hours written notice prior to terminating the Contract, such notice to be provided in accordance with Section 29(c).

d) If the Department reasonably and in good faith determines the Contractor has not Performed in accordance with the Contract, the State may withhold payment in whole or in part in an amount reasonably related to the non-performance pending resolution of the Performance issue, provided that the State notifies the Contractor in writing prior to the date that the payment would have been due.

e) Notwithstanding any provisions in this Contract, DAS may terminate this Contract with no right to cure period for Contractor's breach or violation of any of the provisions in the section concerning Representations and Warranties and revoke any consent 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.

f) Termination under this Breach section is subject to the provisions of the Termination section in this Contract.

29. TERMINATION

a) Notwithstanding any provisions in this Contract, the DAS, through a duly authorized employee, may Terminate the Contract whenever DAS makes a written determination that such Termination is in the best interests of the State. DAS shall notify the Contractor in writing of Termination pursuant to this section, which notice shall specify the effective date of Termination and the extent to which the Contractor must complete its Performance under the Contract prior to such date.

b) Notwithstanding any provisions in this Contract, DAS, through a duly authorized employee, may, after making a written determination that the Contractor has breached the Contract, Terminate the Contract in accordance with the provisions in the Breach section of this Contract.

c) DAS shall send the notice of Termination via certified mail, return receipt requested, to the Contractor at the most current address which the Contractor has furnished to DAS for purposes of correspondence, or by hand delivery. Upon receiving the notice from the DAS, the Contractor shall immediately discontinue all services affected in accordance with the notice, undertake commercially reasonable efforts to mitigate any losses or damages and deliver to the Department all Records. The Records are deemed to be the property of the Department and the Contractor shall deliver them to the Department no later than thirty (30) days after the Termination of the Contract or fifteen (15) days after the Contractor receives a written request from the Department 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, ASCII or .TXT.

d) Upon receipt of a written notice of Termination from DAS, the Contractor shall cease operations as DAS directs in the notice, and take all actions that are necessary or appropriate, or that DAS may reasonably direct, for the protection, and preservation of the Goods and any other property. Except for any work which DAS directs the Contractor to Perform in the notice prior to the effective date of Termination, 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.

e) The Department shall, within forty-five (45) days of the effective date of Termination, reimburse the Contractor for its Performance rendered and accepted by the Department, in addition to all reasonable costs, incurred after Termination in completing those portions of the Performance which the notice required the

Contractor to complete. However, the Contractor is not entitled to receive and the Department is not obligated to tender to the Contractor any payments for anticipated or lost profits. Upon request by DAS, the Contractor shall assign to DAS or the Department, or any replacement contractor which DAS or the Department designates, all subcontracts, purchase orders, and other information pertaining to its Performance, and remove from State premises, whether leased or owned, all of Contractor's property, equipment, waste material and rubbish related to its Performance, all as DAS may request.

f) For breach or violation of any of the provisions in the section concerning Representations and Warranties, the DAS may Terminate 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 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. All representations, warranties, agreements and rights of the parties under the Contract shall survive such Termination 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 of the Contract pursuant to this section shall not be deemed to be a breach of the Contract by the State.

30. REPRESENTATIONS AND WARRANTIES

The Contractor represents and warrants to the State for itself and the Contractor Parties that:

a) if they are entities, they are duly and validly existing under the laws of their respective states 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 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) Title 4a concerning State purchasing, including, but not limited to Section 22a-194a concerning the use of polystyrene foam;

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 the State; 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 governmental entity;

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 transaction or contract with any governmental entity. 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 or property, making false statements, or receiving stolen property;

f) they are not presently indicted for or otherwise criminally or civilly charged by any governmental entity with commission of any of the offenses listed above;

g) they have not within the three years preceding the Contract had one or more contracts with any governmental entity terminated for breach or default;

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 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, to the best of their knowledge, to the State in writing any Claims involving them 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, no later than twenty (20) calendar days after becoming aware of any such Claims. For purposes of the Contractor's obligation to disclose any Claims to the State, the ten (10) calendar days in the section of this Contract concerning disclosure of Contractor Parties litigation shall run consecutively with the ten (10) days provided for in this representation and warranty;

k) their participation in the Solicitation 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's Code of Ethics;

l) the proposal submitted by Contractor in response to the Solicitation was not made in connection or concert with any other person, entity or proposer, including any affiliate (as defined in the Tangible Personal Property section of this Contract) of the proposer, submitting a proposal for the same Solicitation, and is in all respects fair and without collusion or fraud;

m) they are able to Perform under the Contract using their own resources or the resources of a party who was not a proposer;

n) the Contractor shall obtain in a written contract all of the representations and warranties in this section from any Contractor Parties and require that provision be included in any contracts and purchase orders with such Contractor Parties;

- o) they have paid all applicable workers' compensation second injury fund assessments concerning all previous work done in Connecticut; they have a record of compliance with Occupational Health and Safety Administration regulations without any unabated, willful or serious violations;
- p) they are not delinquent in the payment of unemployment compensation contributions;
- q) they are not delinquent in the payment of any taxes owed, or, that they have filed a sales tax security bond, and they have, if and as applicable, filed for motor carrier road tax stickers and have paid all outstanding road taxes;
- r) all of their vehicles have current registrations and, unless such vehicles are no longer in service, they shall not allow any such registrations to lapse;
- s) each Contractor Party has vested in the Contractor plenary authority to bind the Contractor Parties to the full extent necessary or appropriate to ensure full compliance with and Performance in accordance with all of the terms and conditions of the Contract and that all appropriate parties shall also provide, no later than fifteen (15) days after receiving a request from DAS or the Department, such information as DAS or the Department may require to evidence, in their sole determination, compliance with this section;
- t) they either own or have the authority to use all the Goods;
- u) to the best of Contractor's knowledge, the Goods do not infringe or misappropriate any patent, copyright, trade secret or other intellectual property right of a third party;
- v) the Department's use of any Goods in a manner consistent with this Contract shall not infringe or misappropriate any patent, trade secret or other intellectual property right of a third party;
- w) if they procure any Goods, they shall sub-license such Goods and that the Department shall be afforded the full benefits of any manufacturer or subcontractor licenses for the use of the Goods; and
- x) they shall assign or otherwise transfer to the Department, or afford the Department the full benefits of any manufacturer's warranty for the Goods, to the extent that such warranties are assignable or otherwise transferable to the Department.

31. DISCLOSURE OF CONTRACTOR PARTIES LITIGATION

The Contractor shall require that all Contractor Parties, as appropriate, disclose to the Contractor, 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, no later than twenty (20) calendar days after becoming aware of any such Claims. Disclosure shall be in writing.

32. STATE COMPTROLLER'S SPECIFICATIONS

In accordance with Conn. Gen. Stat. § 4d-31, this Contract is deemed to have incorporated within it, and the Contractor shall deliver the Goods and Services in compliance with, all specifications established by the State Comptroller to ensure that all policies, procedures, processes and control systems, including hardware, software and protocols, which are established or provided by the Contractor or Contractor Parties, are compatible with and support the State's core financial systems, including but not limited to, accounting, payroll, time and attendance, and retirement systems.

33. CHIEF INFORMATION OFFICER SUBCONTRACT APPROVAL

In accordance with Conn. Gen. Stat. § 4d-32, the Contractor shall not award a subcontract for work under this Contract without having first obtained the written approval of the Chief Information Officer of the Department of Administrative Services or their designee of the selection of the subcontractor and of the provisions of the subcontract. The Contractor shall deliver a copy of each executed subcontract or amendment to the subcontract to the Chief Information Officer, who shall maintain the subcontract or amendment as a public record, as defined in Conn. Gen. Stat. § 1-200.

34. RIGHTS TO AND INTEGRITY OF PUBLIC RECORDS

In accordance with Conn. Gen. Stat. § 4d-34, (a) neither the Contractor nor Contractor Parties shall have any Title in or to (1) any public records which the Contractor or Contractor Parties possess, modify or create pursuant to a contract, subcontract or amendment to a contract or subcontract, or (2) any modifications by such contractor, subcontractor, employee or agent to such public records; (b) neither the Contractor nor Contractor Parties shall impair the integrity of any public records which they possess or create; and (c) public records which the Contractor or Contractor Parties possess, modify or create pursuant to this Contract or other contract, subcontract or amendment to a contract or subcontract shall at all times and for all purposes remain the property of the State. For purposes of this section, "public records" shall have the meaning set forth in Conn. Gen. Stat. § 4-33, as it may be modified from time to time.

35. PUBLIC RECORDS AND FOIA

In accordance with Conn. Gen. Stat. § 4d-35, any public record which a state agency provides to the Contractor or Contractor Parties shall remain a public record for the purposes of Conn. Gen. Stat. § 1-210(a). With regard to any public records, the State, the Contractor and Contractor Parties shall have a joint and several obligation to comply with the obligations of the state agency under the Freedom of Information Act (FOIA), as defined in Conn. Gen. Stat. §1-200, provided that the determination of whether or not to disclose a particular record or type of record shall be made by such state agency.

36. DISCLOSURE OF PUBLIC RECORDS

In accordance with Conn. Gen. Stat. § 4d-36, neither the Contractor nor Contractor Parties shall disclose to the public any public records (a) which they possess, modify or create pursuant to this Contract or any contract, subcontract or amendment to a contract or subcontract and (b) which a state agency (1) is prohibited from

disclosing pursuant to state or federal law in all cases, (2) may disclose pursuant to state or federal law only to certain entities or individuals or under certain conditions or (3) may withhold from disclosure pursuant to state or federal law. This provision shall not be construed to prohibit the Contractor from disclosing such public records to any Contractor Parties to carry out the purposes of its subcontract. For purposes of this section, “public records” shall have the meaning set forth in Conn. Gen. Stat. § 1-200, as it may be modified from time to time.

37. PROFITING FROM PUBLIC RECORDS

In accordance with Conn. Gen. Stat. § 4d-37, neither the Contractor nor Contractor Parties shall sell, market or otherwise profit from the disclosure or use of any public records which are in their possession pursuant to this Contract or any contract, subcontract or amendment to a contract or subcontract, except as authorized in this Contract. For purposes of this section, “public records” shall have the meaning set forth in Conn. Gen. Stat. § 1-200, as it may be modified from time to time.

38. CONTRACTOR’S OBLIGATION TO NOTIFY DAS CONCERNING PUBLIC RECORDS

In accordance with Conn. Gen. Stat. § 4d-38, if the Contractor or Contractor Parties learn of any violation of the provisions of Conn. Gen. Stat. §§ 4d-36 or 4d-37 they shall, no later than seven calendar days after learning of such violation, notify the Chief Information Officer of such violation.

39. GENERAL ASSEMBLY ACCESS TO RECORDS

In accordance with Conn. Gen. Stat. § 4d-40, the Joint Committee on Legislative Management and each nonpartisan office of the General Assembly shall continue to have access to DAS records that is not less than the access that said committee and such offices have on July 1, 1997.

40. CONTINUITY OF SYSTEMS

- a) This section is intended to comply with Conn. Gen. Stat. §4d-44, as it may be amended.
- b) The Contractor acknowledges that the Deliverables and associated services are important to the function of State government and that they must continue without interruption. Pursuant to Conn. Gen. Stat. §4d-44, as it may be amended, 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 DAS deems to be necessary or appropriate, to ensure continuity of state agency information system and telecommunication system facilities, equipment and services so that there is no disruption or interruption in Performance as required or permitted in the Contract. The Contractor shall not enter into any subcontract for any part of the Performance under the Contract without approval of such subcontract by DAS, as required by Conn. Gen. Stat. §4d-32, as it may be amended, and without such subcontract including a provision that obligates the subcontractor to comply fully with Conn. Gen. Stat. §4d-44, as it may be amended, as if the subcontractor were in fact the Contractor. The Contractor shall make a full and complete disclosure of and delivery to DAS 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.

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

1. 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 DAS, F.O.B. Hartford, Connecticut or other State location which DAS identifies, all facilities and equipment 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 facilities and equipment to DAS, during DAS'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 related operation manuals and other documentation in whatever form they exist and a list of all related passwords and security codes;
2. software Deliverables 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 DAS, F.O.B. Hartford, Connecticut or other location which DAS identifies, all Deliverables, no later than 10 days from the date that the work under the SOW or Contract is transferred back to the State or to another contractor for any reason. The Contractor shall deliver such Deliverables to DAS, during DAS's business hours, in good working order, and if equipment shall be delivered, in appropriately protective packaging to ensure delivery without damage. Concurrent with this delivery, the Contractor shall also deliver all Deliverable-related operation manuals and other documentation in whatever form they exist, if delivery of such manuals and documentation is required by this Contract or the SOW for such Deliverable, and a list of all Deliverable passwords and security codes; and
3. Public Records, as defined in Conn. Gen. Stat. §4d-33, as it may be amended, 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 DAS, F.O.B. Hartford, Connecticut or other State location which DAS identifies, all Public Records created or modified pursuant to the Contract, Statement of Work, subcontract or amendment and requested in writing by DAS (provided that Contractor may redact confidential information of Contractor, its personnel or third parties to the extent permitted by applicable law) no later than the latter of (1) the time specified in the section in this Contract concerning Termination for the return of Public Records and (2) 10 days from the date that the work under the Contract or Statement of Work is transferred back to the State or to another contractor for any reason. The Contractor shall deliver to DAS those Public Records 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 DAS, during DAS's business hours, those Public Records and a list of all applicable passwords and security codes, all in appropriately protective packaging to ensure delivery without damage.

d) 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.

41. 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 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.

42. 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 for 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 non-copyrighted 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 third party 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 commercial 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) a certificate of insurance, (2) the declaration page and (3) the additional insured endorsement to the policy to DAS all in an electronic format acceptable to DAS 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 DAS. Contractor shall provide an annual electronic update of the 3 documents to DAS on or before each anniversary of the Effective Date during the Contract Term. The State shall be entitled to recover under the insurance policy even if a body of competent jurisdiction determines that the 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.

43. SOVEREIGN IMMUNITY

The parties acknowledge and agree that nothing in 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.

44. 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.

45. AUDIT AND INSPECTION OF PLANTS, PLACES OF BUSINESS AND RECORDS.

- a) 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) The Contractor will pay for all costs and expenses of any audit or inspection which reveals information that, in the sole determination of the State, is sufficient to constitute a breach by the Contractor under this Contract. The Contractor will remit full payment to the State for such audit or inspection no later than 30 days after receiving an invoice from the State. If the State does not receive payment within such time, the State may setoff the amount from any moneys which the State would otherwise be obligated to pay the Contractor in accordance with this Contract's Setoff provision.
- 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.

46. CAMPAIGN CONTRIBUTION RESTRICTION

For all State contracts, defined in Conn. Gen. Stat. §9-612(g)(1) as 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.

47. 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, Executive Order No. 61 of Governor Dannel P. Malloy promulgated December 13, 2017 concerning the Policy for the Management of State Information Technology Projects, as issued by the Office of Policy and Management, Policy ID IT-SDLC-17-04, and 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 in accordance with their respective terms and conditions. If Executive Orders 14, 61 or 49 are applicable, it is deemed to be incorporated into and are made a part of the Contract as if it had been fully set forth in it. At the Contractor's request, the State shall provide a copy of these orders to the Contractor.

48. NONDISCRIMINATION

- a) For purposes of this Section, the following terms are defined as follows:
 - i. "Commission" means the Commission on Human Rights and Opportunities;
 - ii. "Contract" and "contract" include any extension or modification of the Contract;
 - iii. "Contractor" and "contractor" include any successors or assigns of the Contractor or contractor;
 - iv. "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;

- v. "good faith" means that degree of diligence which a reasonable person would exercise in the performance of legal duties and obligations;
- vi. "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;
- vii. "marital status" means being single, married as recognized by the state of Connecticut, widowed, separated or divorced;
- viii. "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;
- ix. "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
- x. "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, unless the contract is a municipal public works contract or quasi-public agency project contract, (2) any other state, including but not limited to any federally recognized Indian tribal governments, as defined in C.G.S. § 1-267, (3) the federal government, (4) a foreign government, or (5) an agency of a subdivision, state or government described in the immediately preceding enumerated items (1), (2), (3), or (4).

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, status of a veteran, 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] ensure 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, status of a veteran, 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.

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 Contract 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 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.

49. RESERVED

50. OWNERSHIP OF DATA

a) All ownership, title, licenses, proprietary rights and interest (including, but not limited to, perpetual use) (for purposes of this Ownership of Data Section, collectively, "Title") of and to any and all data existing in electronic, magnetic or any other tangible or intangible form (for purposes of this Ownership of Data Section, "Data") that is uploaded, collected, stored, held, hosted, located or utilized by the Department or Contractor and Contractor Parties directly or indirectly in connection with this Contract at all times is and will always remain vested in the State. At no time will Contractor have Title to such Data, wherever located.

b) At no cost to the State the Contractor and Contractor Parties shall, no later than fifteen (15) days after (i) receiving a written request from the Department or (ii) Termination for any reason, deliver and transfer possession to the Department all of the Data, in a format acceptable to the State.

c) At no cost to the State, the Contractor and Contractor Parties shall, no later than fifteen (15) days after (i) receiving a written request from the Department, (ii) receiving final payment from the Department, or (iii) Termination for any reason, over-write and securely delete all of the Data, such that the Data will be expunged in a manner to make retrieval of the Data impossible.

d) The Contractor's failure to deliver and transfer possession of the Data to a duly authorized agent of the Department shall constitute, without more, a de facto breach of this Contract. Consequently, the Contractor shall indemnify and hold harmless the Department and the State, as appropriate, for any and all damages, costs and expenses associated directly or indirectly with such failure. The damages, costs and expenses shall include, but not be limited to, those resulting from any corresponding contracting for credit or identity protection services, or both, and from any subsequent non-State use of any Data. If Contractor Parties will Perform for any purpose under this paragraph, the Contractor represents and warrants that it shall cause each

of the Contractor Parties to so Perform and that each has vested in the Contractor plenary authority to cause the Contractor Parties to Perform. For purposes of this Ownership of Data Section, “Perform” shall include, but not be limited to, the obligations relating to the sale, transfer of Title, removal and transfer of possession of the Data and indemnifying and holding harmless the Department and the State. The Contractor on its own behalf and on behalf of the Contractor Parties shall also provide, no later than 30 days after receiving a request by the Department, such information as the Department may identify to ensure, in the Department’s sole discretion, compliance with the provisions of this Ownership of Data Section. This Ownership of Data Section survives Termination.

51. TERMS AND CONDITIONS

Any and all Purchase Orders, Product Schedule Updates, Statement of Works or other documents authorized in connection with this Contract shall be subject to the terms and conditions of this Contract. Any terms or conditions contained in any such Purchase Order, Product Schedule Update, Statement of Work or other document shall have no force or effect and shall in no way affect, change or modify any of the terms and conditions of this Contract.

52. WORKERS' COMPENSATION

The Contractor shall maintain Worker’s Compensation and Employer’s Liability insurance in compliance with the laws of the state of Connecticut, which coverage shall include Employer’s Liability coverage with minimum limits of \$100,000 for each accident, \$500,000 for disease, and \$100,000 for each employee, per policy period.

53. ENTIRETY OF CONTRACT

This Contract includes the SIGNATURE PAGE OF CONTRACT. To the extent the provisions of any exhibits or attachment referenced in the Contract do not contradict the provisions of Sections 1-53 of this Contract, said documents, exhibits and/or attachments are incorporated herein by reference and made a part hereof as though fully set forth herein. This Contract, as thus constituted, contains the complete and exclusive statement of the terms and conditions agreed to by the parties hereto and shall not be altered, amended, or modified except in writing executed by an authorized representative of each party.

THE REMAINDER OF THIS PAGE IS LEFT BLANK INTENTIONALLY

SIGNATURE PAGE OF CONTRACT

IN WITNESS WHEREOF, the parties have executed this Contract by their duly authorized representatives with full knowledge of and agreement with its terms and conditions.

EPLUS TECHNOLOGY, INC.

STATE OF CONNECTICUT,

BY: _____

BY: _____

NAME: Steve Mencarini

NAME: Mark Raymond

TITLE: Senior Vice President

TITLE: CIO

Duly Authorized

Department of Administrative Services

Duly Authorized

DATE: _____

DATE: _____

APPROVED AS TO FORM:

STATE OF CONNECTICUT

OFFICE OF THE ATTORNEY GENERAL

BY: _____

JOSEPH RUBIN

ITS ASSISTANT DEPUTY ATTORNEY GENERAL

DATE: _____

**INFORMATION PROCESSING SYSTEMS CONTRACT
CONTRACT #18PSX0202**

Between

THE STATE OF CONNECTICUT

Acting by its

DEPARTMENT OF ADMINISTRATIVE SERVICES

And

TOTAL COMMUNICATIONS INC.

CISCO PRODUCTS AND SERVICES

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EXHIBIT A – DELIVERABLES DOCUMENT

EXHIBIT B – PRODUCT & PRICING SCHEDULE

EXHIBIT C – NOTICE TO EXECUTIVE BRANCH STATE CONTRACTORS AND
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LIMITATIONS

This Information Processing Systems Contract (“Contract”) is made by and between the **STATE OF CONNECTICUT** (“State”), acting by its **Department of Administrative Services** (“DAS”) located at 450 Columbus Boulevard, Hartford, CT 06103, under the authority of Sections 4d-2, 4d-5, and 4d-8 of the Connecticut General Statutes and **Total Communications Inc.** (“Contractor”), having its principal place of business at **333 Burnham Street, East Hartford, CT 06108**.

Now therefore, in consideration of these presents, and for other good and valuable consideration, the receipt and sufficiency of which the parties acknowledge Contractor and the State agree as follows:

1. TERM OF CONTRACT

This Contract shall become effective upon its approval as to form by the Office of the Attorney General of the State of Connecticut (“Effective Date”), as evidenced by its signature below, and shall continue uninterrupted for five (5) years from the Effective Date. DAS, in its sole discretion, may extend this Contract one or more times for a combined total period not to exceed the complete length of the original term.

2. DEFINITIONS

- a) **Acceptance Date:** The date the Department accepts a Deliverable in accordance with Section 7 below shall be deemed the Acceptance Date for each Deliverable.
- b) **Alteration:** The modification, changing, refashioning, remodeling, remaking, revising or reworking of any part of the Deliverable.
- c) **Cisco:** Cisco Systems, Inc.
- d) **Claims:** All actions, suits, claims, demands, investigations, and proceedings of any kind, open, pending, or threatened, whether mature, un-matured, contingent, known or unknown, at law or in equity in any form.
- e) **Confidential Information:** 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 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.
- f) **Confidential Information Breach:** 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 the client, the Contractor, the Department or State.

- g) **Contractor Parties:** A Contractor's members, directors, officers, shareholders, partners, managers, principal officers, representatives, agents, 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 this Contract in any capacity.
- h) **Corrective Action Plan:** A detailed written plan produced by the Contractor at the request of the Department to correct or resolve Contractor deficiency(ies) identified by the Department in accordance with Section 13.
- i) **Deliverable:** Any product, service, or warranty that is required to be delivered to the Department under this Contract or available under Exhibit B, or both, whether produced by the Contractor or by a third party as a supplier or subcontractor to the Contractor.
- j) **Deliverables Document:** Exhibit A to this Contract - Document which sets forth and describes the Services and Deliverables that are to be provided or made available under to this Contract and the specific requirements and terms applicable to those Services and Deliverables.
- k) **Department:** Any and all departments, commissions, boards, bureaus, agencies, institutions, public authorities, offices, councils, associations, instrumentalities, entities, political subdivisions of the State, schools, and not-for-profit organizations that issue duly authorized Purchase Orders against this Contract.
- l) **Goods:** For the purposes of this Contract, all things which are movable at the time that this Contract is effective and which include, without limiting this definition, supplies, materials and equipment, as specified in the Solicitation and set forth in Exhibit A or Exhibit B, or both.
- m) **Improvement:** Contractor changes made to Deliverables from time to time either to provide additional functions for Department use or to correct errors and other Performance deficiencies noted by the Department and reported to the Contractor.
- n) **Key Contractor Personnel:** The individual employees of Contractor who will be assigned to the Project.
- o) **Licensed Software:** Computer program(s) provided by Contractor in connection with the Deliverables, subject to Section 14 of this Contract.

- p) **Perform:** For the purposes of this Contract, the verb “to perform” and the Contractor’s performance set forth in this Contract and its exhibits are referred to as “Perform,” “Performance” and other capitalized variations of the term.
- q) **POP (Primary Operation Period):** The days and hours of normal operations and availability, which is to be 8:00 am to 4:00 pm, Monday - Friday.
- r) **Product & Pricing Schedule:** Exhibit B to this Contract - Document which lists the Deliverables and Services available under this Contract and establishes the component or unit pricing and price schedules for each Deliverable and Service available pursuant to this Contract.
- s) **Product Schedule Update:** Update to the Product & Pricing Schedule in accordance with Section 3 of this Contract to make additional products or services available under this Contract or to alter the pricing of products or services listed in the Product & Pricing Schedule.
- t) **Purchase Order:** Document issued by a Department for one or more Goods, Deliverables or Services in accordance with the terms and conditions of this Contract.
- u) **Records:** All working papers and such other information and materials as may have been accumulated by the Contractor in Performing this Contract, including but not limited to, documents, data, plans, books, computations, drawings, specifications, notes, reports, records, estimates, summaries, memoranda and correspondence, kept or stored in any form.
- v) **Replacement Deliverable:** Any product, whether software, hardware, documentation, license, information, or otherwise, or any service, whether development, integration, administrative, maintenance, consulting, training, data warehousing, operations, support, hosting, or otherwise, or any warranty, that replaces a Deliverable at the request of the State.
- w) **Services:** The Performance of labor or work set forth in Exhibit A or in the Statement of Work, whichever is applicable.
- x) **Site:** Location(s) specified by Department where Deliverables are to be installed or Services rendered.
- y) **SMARTnet Maintenance and Support Services:** A technical support service that provides to the Department Cisco engineers and Cisco website resources.
- z) **Solicitation:** Request for Proposal entitled Cisco Product and Services dated 3 October 2018.
- aa) **Source Code:** The Licensed Software, including all corresponding programmer’s comments, data files and structures, headers, files, macros, annotations, and documentation.
- bb) **Specifications:** The written technical and non-technical detailed documentation of the Deliverables’ and the capabilities, as approved and accepted in writing by the Department prior to acceptance.

- cc) **State:** The State of Connecticut, including the Department and any office, department, board, council, commission, institution or other agency or entity of the State.
- dd) **Statement of Work (SOW):** Statement issued in connection with a Purchase Order for a Deliverable or Service available under this Contract which sets forth all work and payment requirements for Contractor's Performance in connection with said Purchase Order.
- ee) **Term:** The original term of the Contract plus any extensions exercised under Section 1 of the Contract.
- ff) **Termination:** An end to this Contract prior to the end of its Term.
- gg) **Time and Material Service package:** Contractor service that provides the Department with consultation, configuration or installation of Goods or Services purchased under this Contract and priced in accordance with Product and Pricing Schedule, Exhibit B.
- hh) **Upgrade:** A change to the primary version number of the Licensed Software, generally providing additional features or functionality
- ii) **Update:** A change to the Licensed Software to correct bugs or defects, patches or changes to enable the Licensed Software to operate on new or upgraded operating platforms.
- jj) **User Acceptance Testing (UAT):** Phase in which the State tests the functionality of a Deliverable with real world scenarios to determine if the Deliverable performs in accordance with the agreed upon design as contained in the Specifications.
- kk) **Warranty Period:** A minimum ninety (90) day period commencing upon the Acceptance Date or the manufacturer warranty, whichever is greater.

3. ACQUIRING DELIVERABLES AND SERVICES

- a) Subject to the terms and conditions of this Contract, Contractor shall sell, transfer, convey and/or license to the State any duly ordered Deliverable and/or Perform the Services in accordance with Exhibit A, or in accordance with a Statement of Work, if applicable. Such Deliverables or Services, as appropriate, shall be itemized in and available under the Product & Pricing Schedule and may be acquired through properly issued Purchase Orders.
- b) Contractor's Performance shall conform to the requirements of the State Office of Policy and Management's Policy for the Management of State Information Technology Projects.
- c) Any Purchase Order is subject to the terms of this Contract and shall remain in effect until Department acceptance of full Performance of all Deliverables and Services contained in the applicable Purchase Order, unless terminated sooner under the terms of this Contract. Neither party shall be bound by any additional

terms different from those in this Contract that may appear on a Purchase Order or other form document issued by either party.

d) Contractor may supplement Exhibit B at any time to make additional products, services and related terms available to the State, provided that the effective date of each supplement is stated thereon. Any supplement shall be transmitted to the DAS with a cover letter documenting formal approval of the supplement by a Contractor representative legally empowered to so act. The supplement will only be deemed accepted by DAS if it issues a Product Schedule Update letter to Contractor, indicating its concurrence with the supplement.

e) Notwithstanding any other provision of this Contract, no material change may be made to the Deliverables set forth in Exhibit A that alters the nature or scope of the Deliverables or their intended use. Any change in the Deliverables set forth in Exhibit B shall be conditioned upon the new product(s) being of a similar nature and having a similar use as the defined Deliverables. An update of the Deliverables or the addition of products that are related to or serve similar functions as the Deliverables is permissible only with the prior written approval of the DAS.

f) Beginning the Effective Date, Contractor, upon ninety (90) calendar days prior written notice to DAS, may update the pricing on Exhibit B effective July 1 of any State of Connecticut fiscal year, provided: (1) the Product Schedule Update is transmitted and approved in the same manner as described for supplements in subsection 3.c.; (2) no software license or Deliverable maintenance or service rate is increased within the first year following acceptance of a Deliverable; and (3) any such price increase shall not exceed the lesser of (i) 2.5 and (ii) the average annual percentage increase over the immediately preceding calendar year in the 'Consumer Price Index' – Hartford, Connecticut Average for all Urban Consumers (CPI-U) (All items, 1982-84 = 100) published monthly by the Bureau of Labor Statistics of the United States Department of Labor or, should that index cease to be published, the most comparable index published on a regular basis by the US Government since the later of the date of this Contract or Contractor's latest Product Schedule.

g) Contractor shall provide the State with a discount on any Product Schedule Update according to the discount, if any, shown on the Exhibit B.

h) The Department is authorized to use any Licensed Software solely for the State's business purposes in connection with the Deliverables. The right to use any such Licensed Software, unless expressly stated otherwise elsewhere in this Contract, shall be perpetual and nonexclusive.

i) No additions to or reductions in the Deliverables and prices for work completed in the Performance of any Purchase Order shall be permitted unless the Department issues a change order in accordance the provisions of Section 5.

j) The Department shall issue a Purchase Order when acquiring any Deliverable or Service available under this Contract and, if appropriate, a Statement of Work mutually acceptable to the purchasing Department and the Contractor.

4. PROJECT PERSONNEL

- a) The Department shall designate a project administrator (the “Project Administrator”), who may be replaced at the discretion of the Department. The Project Administrator shall have the authority to act for the Department under this Contract for any Deliverable(s) initially acquired/installed from the Contractor and such authority shall continue to be in effect throughout the term of this Contract.
- b) Department shall, in its discretion, have the right to require and approve Key Contractor Personnel. If Department is dissatisfied with the performance of any prior approved Key Contractor Personnel, Department shall notify Contractor of Department’s desire to change any Key Contractor Personnel. Contractor shall make such requested change within thirty (30) calendar days of the request for such change. Initial Key Contractor Personnel are as follows: Steve Low.

5. CHANGE ORDERS

- a) The Department may, at any time, with written notice to Contractor, request changes within the scope of Exhibit A or Statement of Work, if applicable. Such changes shall not be unreasonably denied or delayed by Contractor. Such changes may include, but are not be limited to, modifications or other changes required by new or amended State and/or Federal laws and regulations relating to functional requirements and processing procedures, or involving the correction of deficiencies. Prior to expiration of any Warranty Period, any changes to the Deliverable(s) required due to Deliverable deficiencies that do not fully perform in accordance with this Contract, shall be made by Contractor without charge to the Department. Any investigation necessary to determine the source of the problem requiring the change shall be done by Contractor at its sole cost and expense.
- b) A change order request may be issued only by the Department and must be in writing. As soon as possible after Contractor receives a written change order request, but in no event later than fifteen (15) calendar days thereafter, the Contractor shall provide the Department with a written statement confirming the change has no price impact on the Contract or, if there is a price impact, Contractor shall provide the Department a written statement explaining the price increase or decrease involved in implementing the requested change.
- c) No change order with a price impact will be effective until Contractor receives written confirmation from the Department.

6. DELIVERABLE INSTALLATION & DEINSTALLATION

- a) Department shall prepare and make available to Contractor the installation site of any Deliverable in accordance with Contractor furnished requirements. If preparation for installation will not be completed as mutually scheduled, the Project Administrator shall notify the Contractor as soon as possible, but no less than ten (10) days prior to the scheduled Deliverable installation date.
- b) Contractor shall provide all pre-installation and post-installation Deliverable compatibility system surveys, consultation, reference manuals, onsite operational training to facilitate proper installation and operation of all Deliverables.

c) Department ordered de-installation, relocation and, or, reinstallation of any system previously installed at a Department Site or Department designated Site shall be at Department's expense according to Contractor's prices then in effect for such services. If de-installation, relocation and, or, reinstallation of any system previously installed at a Department Site or Department designated Site is necessary due to Contractor error, the Department shall not incur expenses for such services.

7. DELIVERABLE EVALUATION & ACCEPTANCE

a) For any hardware Deliverable furnished by Contractor under the terms of this Contract, such hardware Deliverable shall be deemed accepted by the Department upon the Department's (i) determination that the hardware Deliverable has been successfully installed by the Contractor, and (ii) confirmation that the hardware Deliverable is operable in accordance with the terms, conditions, and requirements of this Contract.

b) For any software Deliverable furnished by Contractor under the terms of this Contract, the Department shall perform the User Acceptance Test (UAT). Successful completion of UAT shall be determined in accordance with the following procedures:

1. The Department shall approve each software Deliverable that conforms in all material respects with the Specifications or as set forth in the Statement of Work. Within thirty (30) business days, or other period agreed by the parties in writing, from its receipt of a Deliverable, the Department shall provide Contractor with (a) written approval and acceptance of the Deliverable or (b) a written statement which identifies in reasonable detail, with references to the applicable Specifications, the deficiencies preventing approval and acceptance.
2. Contractor shall have fifteen (15) business days, or such other period agreed upon by the parties in writing, from the date it receives the notice of deficiencies to complete corrective actions to make Deliverable conform in all material respects to the applicable Specifications. The Department shall complete its review of the corrected Deliverable and notify Contractor in writing of acceptance or rejection in accordance with the foregoing provisions of this section within five (5) business days from the date it receives the corrected Deliverable, or such other period agreed upon by the parties in writing.
3. Upon completion of successful UAT, the Department shall in writing notify the Contractor of the Department's approval and acceptance the Deliverable. Upon the request of Contractor, Department agrees to complete any Contractor acceptance certificate that is reasonable and acceptable to the Department after testing and acceptance of the Deliverable so long as such certificate does not amend, alter or modify in any way the terms and conditions of this Contract or the obligations hereunder.

8. PAYMENTS AND CREDITS

a) The Department shall pay for Deliverables only upon acceptance of the Deliverable(s) pursuant to Section 7 and receipt of a properly documented invoice from the Contractor. The Department shall pay Contractor within forty-five (45) days of the Deliverable Acceptance Date and receipt of Contractor's properly documented invoice, whichever is the later date.

b) Payment of Contractor charges for any license term, or license maintenance and support term, shall

entitle the Department to use the license, free of any usage charges, at the Department's convenience at any time during the applicable Term.

c) The State shall make all payments to the Contractor through electronic funds transfer via the Automated Clearing House (“ach”). Contractor shall enroll in ACH through the Office of the State Comptroller prior to sending any invoice to the State. The Contractor may obtain detailed information regarding ACH at: <http://www.osc.ct.gov/vendor/directdeposit.html>.

d) Contractor may assign any payments, in whole or in part, upon prior written notice to the Department and compliance with the requirements of the State's Comptroller's Office concerning such assignments. No assignment of receivables by Contractor shall relieve Contractor of any obligations under this Contract without prior written Department consent in each such instance. Notwithstanding any such assignment, Contractor represents and warrants that the Deliverable shall be and remain free of any repossession or any Claims by Contractor or its successors and assigns, subject to the terms and conditions of this Contract.

c) Contractor shall furnish separate invoices for each Purchase Order and shall list each license charge, maintenance and support charge or other charge included in each invoice as separate line items.

d) Contractor shall not charge the Department a fee to reinstate licenses or maintenance and support. Contractor shall be entitled to payment of all license, maintenance and support fees that would have been paid during or for the reinstatement period, but no separate fees or penalties shall be paid by the Department in order to reinstate any license, maintenance or support.

9. LICENSED SOFTWARE MAINTENANCE & SUPPORT

a) After acceptance of any Deliverable by the Department and subject to the terms, conditions and charges set forth in this Contract, Contractor represents and warrants that maintenance and support services for any Deliverable shall be provided to the Department in accordance with the levels provided in the Time and Material Service package purchased by Department in accordance with Exhibit A, if any. The Department shall be under no obligation to purchase any Time and Material Service package.

b) The SMARTnet Maintenance and Support Service, if purchased by the Department, shall be provided by the Contractor on an annual basis. Contractor shall provide DAS and the Department written notice of renewal not less than sixty (60) days prior to the expiration date of the then current SMARTnet Maintenance and Support Service period. The SMARTnet Maintenance and Support Service shall automatically renew for successive twelve (12) month periods unless thirty (30) days prior written notice of termination is provided to the Contractor by DAS before the end of the then current term of the SMARTnet Maintenance and Support Service. The Department shall be under no obligation to purchase the SMARTnet Maintenance and Support Service.

c) Contractor shall maintain sufficient and competent Deliverable support services staff to satisfy the Contractor obligations specified herein for any Deliverable.

- d) Contractor shall have full and free access to any Deliverable to provide required services thereon, subject to the Department's access and security policies.
- e) Contractor shall invoice the Department for maintenance and support on an annual basis, unless specifically otherwise indicated on the Product & Pricing Schedule. Payments for maintenance and support services shall not be subject to holdback requirements.
- f) If any Deliverable becomes not usable due to the computer manufacturer's release and the installation of (1) a new Processing Unit (PU) operating system or (2) an updated version of the present PU operating system or (3) a change to the present PU operating system and the Contractor is unable to provide changes to the Deliverable to cause it to operate according to Specifications within thirty (30) days of written notification by the Department to Contractor of such failure to operate, any such Deliverable so affected shall have its paid maintenance and support period, periodic-payment license period or limited term license period extended an additional period of time equal to the period of time the Deliverable was not usable. If, after the expiration of thirty (30) days from the date of said notification, the Deliverable remains not usable, then the applicable license may be terminated at the option of said Department without further obligation or liability.
- g) Contractor shall maintain at all times a copy of the most current version of the Licensed Software installed at the Department.
- h) If the Department allows maintenance and support services to lapse, the Department may at any time reinstate maintenance and support services with fifteen (15) day advance written notice to the Contractor. Upon such reinstatement, the Department will be responsible for payment of the maintenance and support fees beginning the date Contractor commences maintenance and support services. The Department shall not be responsible for payment of any separate fees or penalties in order to reinstate maintenance or support services.

10. HARDWARE MAINTENANCE & SUPPORT

- a) After acceptance of any Deliverable by the Department and subject to the terms, conditions and charges set forth in this Contract, Contractor represents and warrants that maintenance and support services for any hardware Deliverable shall be provided to the Department in accordance with the levels provided in the SMARTnet Maintenance and Support Services package purchased by Department, if any.
- b) The Department shall be responsible for Site work required for installation of hardware Deliverable(s) and for time and costs of materials expended or incurred by Contractor to repair damage to hardware Deliverables caused by the Department.
- c) Contractor shall not be responsible for the consequences of any hardware Deliverable repairs, adjustments, or modifications performed by any person not representing Contractor, unless the Contractor previously approved the performance of repairs by persons not representing the Contractor.
- d) Contractor shall maintain sufficient installed hardware Deliverable support services staff, replacement hardware Deliverable and ancillary equipment to satisfy the maintenance and support requirements provided under the applicable maintenance and support package.

11. RESERVED

12. RESERVED

13. OTHER WARRANTIES

a) Unless expressly stated otherwise in this Contract, Contractor hereby warrants that a Deliverable installed by Contractor, or installed by the Department in accordance with Contractor's instructions, shall function according to the Specifications on the Acceptance Date for such Deliverable, and that Contractor shall modify and/or replace such Deliverable as necessary to maintain ongoing reliability. This latter warranty shall not apply to any Deliverable deficiency caused by maintenance by a person other than the Contractor or its representative.

b) If the ongoing performance of the Deliverable does not conform to the Specifications on the Acceptance Date for such Deliverable, Department shall give Contractor written notice of performance deficiencies. Contractor shall then have not more than a ten (10) calendar day cumulative cure period to correct such deficiencies. If the performance continues to be in nonconformance, the Contractor shall be in material default of this Contract and DAS, at its option, may thereupon take any one or more of the following actions:

1. if the Warranty Period has not expired, terminate this Contract;
2. Require Contractor replace said Deliverable at Contractor's expense with a functional Deliverable or competent Service;
3. Terminate the Deliverable license or service without fee or charge to the Department, or further obligation or financial liability. In the event of such termination, the Contractor shall refund to the Department all monies paid to the Contractor no later than 15 days after termination, according to the following schedule:
 - (i) if termination is of a lump-sum payment perpetual license, repayment shall be determined by the point in the Term in which the Acceptance Date of the terminated Deliverable occurred:
 - a. 1st - 12th month: 100% of license fee paid
 - b. 13th - 24th month: 75% of license fee paid
 - c. 25th - 36th month: 50% of license fee paid
 - d. 37th month and over: 25% of license fee paid

- (ii) if termination is of associated services, or a periodic payment license, or a lump-sum payment non-perpetual license, all fees paid by the Department to the Contractor during the period following the event of material default shall be returned.

c) The Contractor neither excludes nor modifies the implied warranties of merchantability and fitness for a particular purpose concerning the Deliverables offered under the terms and conditions of this Contract.

14. PATENT, COPYRIGHT, LICENSE & PROPRIETARY RIGHT

a) The Contractor shall provide to the Department reproductions of the patent, copyright, license or proprietary rights information notices which are applicable and were affixed to original Deliverables. Once the Department receives those notices, the Department shall promptly affix them to any copies made of the Deliverable. The Department shall maintain the confidentiality of any such Licensed Software Deliverable consistent with its privileged nature, and shall not divulge the Deliverable to make it available to any third party, except as may be noted elsewhere in this Contract or as it may be required under the Connecticut Freedom of Information Act. This obligation survives the expiration or early termination of this Contract.

b) For the duration of the license, Department may make and maintain copies of the Licensed Software.

c) In the event any Licensed Software Deliverable becomes the actual or prospective subject of any patent, copyright, license & proprietary rights claim or proceeding, Contractor may, at its discretion:

1. Modify the Deliverable or substitute another equally suitable Deliverable (provided that the performance of the modified or substitute Deliverable equals or exceeds that of the original Deliverable);
2. Obtain for the State or Department the right to continued use of the Deliverable; or
3. If use of the Deliverable is prevented by injunction, take back the Deliverable and credit the State or Department for any charges as a result of enjoined use as follows:
 - a. If the Deliverable is a periodic payment license, Contractor shall promptly refund the Department the amount of the fees paid to the Contractor for the portion of the applicable term found to be infringing.
 - b. If the Deliverable is a lump-sum payment license, Contractor shall promptly refund the Department any license fee paid by the Department to the Contractor for the Licensed Software Deliverable as determined by the point in the Term in which the Acceptance Date of the terminated Deliverable occurred:
 1. 1st - 12th month: 100% of license fee paid
 2. 13th - 24th month: 75% of license fee paid
 3. 25th - 36th month: 50% of license fee paid
 4. 37th month and over: 25% of license fee paid

d) Contractor shall not have any liability for any infringement claim or proceeding based on the Department's use of a Deliverable for which it was neither designed nor intended.

e) Any and all inventions or improvements to computer programs and/or base software specifically developed by the Contractor and paid for by the Department pursuant to this Contract will be owned by the State. The State shall retain all ownership rights to any such inventions or improvements.

f) Any Alteration of a Licensed Software Deliverable that changes the operation or functionality of the Licensed Software Deliverable by the Department without prior written consent of Contractor shall void the obligations of Contractor under Sections 9 and 13 for such Deliverable.

g) Neither the State nor the Department will reproduce, create derivative works, translate, reverse engineer or decompile the Licensed Software, in whole or in part, nor create or attempt to create, by reverse engineering or disassembling of the design, algorithms or other proprietary trade secrets of the Licensed Software.

h) The Department shall use the Licensed Software only in the pursuit of its own business operations.

15. CONFIDENTIALITY; NONDISCLOSURE

a) The State shall exercise at least the same degree of care to safeguard any trade secrets or confidential information of Contractor Licensed Software as the State does its own property of a similar nature and shall take reasonable steps to assure that neither the Licensed Software nor any part thereof received by the State under this Contract shall be disclosed for reasons other than its own business operations. Such prohibition on disclosures shall not apply to disclosures by the State to its employees or its representatives, provided such disclosures are reasonably necessary to the State's use of the Deliverable, and provided further that the State shall take all reasonable steps to ensure that the Deliverable is not disclosed by such parties in contravention of this Contract. The State's performance of the requirements of this section shall be subject to the State of Connecticut Freedom of Information Act, as amended.

b) The State shall use any Licensed Software only in the pursuit of its own business interests. The State shall not sell, lease, license or otherwise transfer with or without consideration, any such Deliverable to any third party, other than those non-designated third parties that reasonably have need to know and agree to abide by the terms of this section, or permit any third party to reproduce, copy or otherwise use such Deliverable.

16. 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 the Department 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;
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, the Department 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 Department 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 Department, 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 any provisions of this Contract concerning the obligations of the Contractor as a Business Associate of Covered Entity.

17. DELIVERABLE REPLACEMENTS & UPGRADES

a) At any time after the Effective Date, the Department may order replacement of any Deliverable with any other deliverable then available to the Department (referred to as Replacement Deliverable in this section to distinguish from the Deliverable being replaced). Replacement Deliverables are subject to evaluation and acceptance as set forth in Section 7.

b) Contractor shall provide the Department with a discount or credit according to Contractor's policy then in effect or according to the credit shown below, whichever is greater:

1. If the Replacement Deliverable is replacing a Deliverable that was provided by the Contractor under a lump sum payment perpetual license, the Department shall receive a credit toward the license fee for the Replacement Deliverable equal to a percentage of the license fee that was

paid for the Deliverable to be replaced. The percentage shall be based on the length of time that has passed since the Acceptance Date for the Deliverable being replaced, as follows:

- 1 - 12 months = 75% of the license fee paid for the Deliverable
- 13 - 24 months = 50% of license fee paid for the Deliverable
- 25 - 36 months = 25% of license fee paid for the Deliverable
- 37 months or more = No credit

2. If the Replacement Deliverable is replacing a Deliverable that was provided by the Contractor under a periodic payment license, the Department shall not receive any credit toward the license fee for the Replacement Deliverable. License fee payments for the Deliverable being replaced shall terminate on the Acceptance Date of the Replacement Deliverable.
3. If the Replacement Deliverable is replacing a Deliverable that was provided by the Contractor under a lump-sum payment non-perpetual license, the Department shall receive a credit toward the Replacement Deliverable license fee equal to the prorated license fee for the period commencing the Acceptance Date of the Replacement Deliverable and the expiration date of the license term for the Deliverable being replaced.

c) The Department shall be responsible for the applicable license fee for a Replacement Deliverable as of the Acceptance Date of the Replacement Deliverable.

d) Contractor shall keep current any installed Deliverable or Replacement Deliverable throughout its license term by delivering, at no cost or expense to Department, the most current release of said Deliverable or Replacement Deliverable to the Department, provided that said Department has paid or will pay the most recent applicable annual maintenance charges.

18. RISK OF LOSS & INSURANCE

a) The State shall not be liable to Contractor for any risk of Deliverable loss or damage while Deliverable is in transit, or while in the Department's possession, except when such loss or damage is due directly to the Department's negligence or intentional misconduct. Nothing in this section is intended nor shall it be construed, in any manner, as waiving or compromising the sovereign immunity of the State.

b) Throughout the Term, Contractor shall maintain, at Contractor's sole cost and expense, a policy or policies of commercial general liability insurance, including contractual liability coverage, in an amount not less than \$1,000,000.00 for all damages arising out of bodily injuries to, or death of, all persons and injuries to or destruction of property, in any one accident or occurrence, and, subject to that limit per accident, a total (or aggregate) limit of \$2,000,000.00 per occurrence for all damages arising out of bodily injuries to, or death of, all persons and injuries to or destruction of property per policy period. Such insurance policy or policies shall name the State as additional insured. Contractor shall provide the State a certificate of insurance evidencing the above coverage on an annual basis and shall not begin performance of the Services until such a certificate has been provided to DAS, and, if requested, the Department.

c) During the Term, and for a period of three (3) years thereafter, the Contractor shall carry Professional Liability Insurance in the amount of \$1,000,000 per Claim and Annual Aggregate. Contractor shall provide the State a certificate of insurance evidencing such Professional Liability Insurance coverage upon written request on an annual basis and shall not begin Performance of the Services until such a certificate has been provided to the Department.

d) Throughout the Term, Contractor shall carry, at Contractor's sole cost and expense, an Information Security Privacy insurance policy with limits not less than \$1,000,000 per occurrence or claim, \$1,000,000 aggregate. Coverage shall be sufficiently broad to respond to the duties and obligations as is undertaken by Contractor in this Contract and shall include, but not be limited to, claims involving infringement of intellectual property, including but not limited to infringement of copyright, trademark, invasion of privacy violations, information theft, damage to or destruction of electronic information, release of private information, release of Confidential Information, alteration of electronic information, extortion and network security. The policy shall provide coverage for breach response costs as well as regulatory fines and penalties as well as credit monitoring expenses with limits sufficient to respond to these obligations.

e) All insurance with the exception of the professional liability insurance required under (c) above must be written on an occurrence basis as opposed to "claims made" basis.

19. DELIVERABLE ALTERATIONS

a) Alterations of any hardware Deliverable may be made only with the prior written consent of Contractor and/or manufacturer. Such consent shall not be unreasonably withheld or delayed and shall be provided without cost to Department.

b) Any and all inventions or improvements to computer programs and/or base software specifically developed by the Contractor and paid for by the Department pursuant to this Contract shall become the property of the State. The State shall retain all ownership rights to any such inventions or improvements.

c) If any Deliverable Alteration interferes with the normal and satisfactory operation or maintenance and support of any Deliverable, or increases substantially the costs of maintenance and support thereof, or creates a safety hazard, the Department shall, upon receipt of written notice from Contractor, promptly restore the Deliverable to its pre-altered condition.

d) The State hereby acknowledges and agrees Contractor may develop and market a new or substantially different product that either uses or performs all or part of the functions performed by an installed Deliverable developed for the State. Nothing contained in this Contract gives the State any rights with respect to such new or different product.

20. FORCE MAJEURE

Neither party shall be responsible for delays or failures in its obligations herein due to any cause beyond its reasonable control. Such causes shall include, but not be limited to, strikes, lockouts, riot, sabotage, rebellion,

insurrection, acts of war or the public enemy, acts of terrorism, unavailable raw materials, telecommunication or power failure, fire, flood, earthquake, epidemics, natural disasters, and acts of God.

21. ANTITRUST

Contractor hereby irrevocably assigns to the State of Connecticut all rights, title and interest in and to all Claims associated with this Contract that Contractor now has or may or will have and that arise under the antitrust laws of the United States, 15 USC Section 1, *et seq.* and the antitrust laws of the State of Connecticut, Connecticut General Statute § 35-24, *et seq.*, including but not limited to any and all Claims for overcharges. This assignment shall become valid and effective immediately upon the accrual of a Claim without any further action or acknowledgment by the parties.

22. GENERAL PROVISIONS

- a) Section headings and document titles used in this Contract are included for convenience only and shall not be used in any substantive interpretation of this Contract.
- b) If any term or condition of this Contract is decided by a proper authority to be invalid, the remaining provisions of the Contract shall be unimpaired and the invalid provision shall be replaced by a provision which comes closest to the intention underlying the invalid provision. Contractor shall comply with the statutes, regulations, Executive Orders and policies incorporated into this Contract to the extent that such statutes, regulations, Executive Orders and/or policies are applicable to Contractor in connection with its Performance under this Contract.
- c) The failure at any time by either party to this Contract to require performance by the other party of any provision hereof shall not affect in any way the full right to require such performance at any time thereafter. The failure of either party to enforce or pursue a right or remedy shall not constitute a waiver of the right or remedy itself, unless such a waiver is expressed in writing and signed by a duly authorized representative of the waiving party.
- d) In any case where the consent or approval of either party is required to be obtained under this Contract, such consent or approval shall not be unreasonably withheld or delayed. No such consent or approval shall be valid unless in writing and signed by a duly authorized representative of that party. Such consent or approval shall apply only to the given instance, and shall not be deemed to be a consent to, or approval of, any subsequent like act or inaction by either party.
- e) The Department shall not remove or destroy any proprietary markings or proprietary legends placed upon or contained within any Deliverable.
- f) Except as may be otherwise provided for in this Contract, the Department shall not assign, mortgage, alter, relocate or give up possession of any Deliverable to which Contractor retains title without the prior written consent of Contractor.
- g) Contractor represents and warrants that it shall not, without prior written consent from the State, make any reference to the Department or the State in any of Contractor's advertising or news releases. The Contractor may use the State's and/or the Department's name as a specific citation within proposals it submits.
- h) Contractor shall execute any and all documents or to take any actions which may be reasonably

necessary to perfect the rights granted to the State in Section 14.

i) Neither Department nor Contractor's personnel who had substantive contact with personnel of the other in the course of the Performance of the Services hereunder shall directly or indirectly employ, solicit, engage or retain the services of such an employee of the other party to this Contract during its Term and for a period of one year from the Termination of this Contract or such longer period as may be required by State statute. This provision shall not restrict the right of either party to solicit or recruit generally in the media.

j) The Department shall cooperate with Contractor in the Performance by Contractor of the services hereunder, including, (i) providing Contractor with adequate working space, equipment and facilities and timely access to data, information, and personnel of the State; (ii) providing experienced and qualified personnel to perform their assigned tasks and duties in a competent and timely fashion; (iii) providing a stable, fully functional system infrastructure environment which will support the Deliverables and allow Contractor and the Department to work productively; and (iv) promptly notifying Contractor of any issues, concerns or disputes with respect to the services provided by Contractor hereunder. The Contractor shall not be responsible for, among other things, the performance of the Department's personnel and agents, and the accuracy and completeness of all data and information provided to Contractor by the Department for purposes of the performance of the services hereunder.

k) Each of the State and Contractor is an independent contractor and neither of them is, nor shall be considered to be, nor shall purport to act as, the other's agent, partner, fiduciary, joint venturer, or representative.

l) Contractor may (i) provide any Services to any person or entity, and (ii) develop for itself, or for others, materials or processes including those that may be similar to those produced as a result of the services hereunder, provided that, Contractor complies with its obligations of confidentiality set forth in Sections 14, 15 and 16.

m) All references in this Contract to any statute, public act, regulation, code or executive order shall mean such statute, public act, regulation, code or executive order, respectively, as it has been amended, replaced or superseded at any time. Notwithstanding any language in this Contract that relates to such statute, public act, regulation, code or executive order, and notwithstanding a lack of a formal amendment to this Contract, this Contract shall always be read and interpreted as if it contained the most current and applicable wording and requirements of such statute, public act, regulation, code or executive order as if their most current language had been used in and requirements incorporated into this Contract at the time of its execution.

23. COMMUNICATIONS

a) Unless notified otherwise by the other party in writing, correspondence, notices, and coordination between the parties to this Contract as to general business matters or the terms and conditions herein shall be directed to:

State: State of Connecticut, Department of Administrative Services
Procurement Division
450 Columbus Boulevard, Suite 1202
Hartford, CT 06103
Attention: Susanne Hawkins

Contractor: Total Communications Inc.
333 Burnham Street
East Hartford, CT 06108
Attention: Greg Strouth

b) Details regarding Contractor invoices and all technical or day-to-day administrative matters pertaining to any Deliverable shall be directed to:

Department: The individual specified in the applicable Purchase Order

Contractor: The individual designated by Contractor in their Proposal or as the Contractor may otherwise designate in writing to the Department.

24. RESERVED

25. WHISTLEBLOWER PROVISION

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.

26. DISCLOSURE OF PUBLIC RECORDS PROVISION

This Contract may be subject to the provisions of Section 1-218 of the Connecticut General Statutes. In accordance with this statute, 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 (a) provide that the public agency is entitled to receive a copy of records and files related to the performance of the governmental function, and (b) indicate that such records and files are subject to FOIA and may be disclosed by the public agency pursuant to FOIA. 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 FOIA. 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.

27. 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.

28. BREACH

a) If either party breaches the Contract in any respect, the non-breaching party shall provide written notice of the breach to the breaching party by overnight or certified mail, return receipt requested, to the most current address the breaching party has furnished for the purposes of correspondence and afford the breaching party an opportunity to cure within thirty (30) days from the date that the breaching party receives the notice. In the case of a Contractor breach, DAS may set forth any period greater or less than thirty (30) days, so long as such time period is otherwise consistent with the provisions of this Contract (for the purposes of this paragraph, the time period set forth by the non-breaching party shall be referred to as the “right to cure period”). The 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.

b) In the event of a breach, DAS may require the Contractor to prepare and submit to DAS or the Department a Corrective Action Plan in connection with an identified breach. The Corrective Action Plan shall provide a detailed explanation of the reasons for the cited deficiency(ies), the Contractor’s assessment or diagnosis of the cause, and a specific proposal to cure or resolve the deficiency(ies). The Contractor shall submit the Corrective Action Plan within ten (10) business days following the request for the plan by the State and is subject to approval by the Department or DAS, which approval shall not unreasonably be withheld. Notwithstanding the submission and acceptance of a Corrective Action Plan, Contractor remains responsible for achieving all Performance criteria. The acceptance of a Corrective Action Plan shall not excuse prior substandard Performance, relieve Contractor of its duty to comply with Performance standards, or prohibit the State from pursuing additional remedies or other approaches to correct substandard Performance.

c) The written notice of the breach may include an effective Termination date. If the identified breach is not cured by the stated Termination date, unless otherwise modified by the non-breaching party in writing prior to such date, no further action shall be required of any party to effect the Termination as of the stated date. If the notice does not set forth an effective Termination date, the non-breaching party shall be required

to provide the breaching party no less than twenty four (24) hours written notice prior to terminating the Contract, such notice to be provided in accordance with Section 29(c).

d) If the Department reasonably and in good faith determines the Contractor has not Performed in accordance with the Contract, the State may withhold payment in whole or in part in an amount reasonably related to the non-performance pending resolution of the Performance issue, provided that the State notifies the Contractor in writing prior to the date that the payment would have been due.

e) Notwithstanding any provisions in this Contract, DAS may terminate this Contract with no right to cure period for Contractor's breach or violation of any of the provisions in the section concerning Representations and Warranties and revoke any consent 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.

f) Termination under this Breach section is subject to the provisions of the Termination section in this Contract.

29. TERMINATION

a) Notwithstanding any provisions in this Contract, the DAS, through a duly authorized employee, may Terminate the Contract whenever DAS makes a written determination that such Termination is in the best interests of the State. DAS shall notify the Contractor in writing of Termination pursuant to this section, which notice shall specify the effective date of Termination and the extent to which the Contractor must complete its Performance under the Contract prior to such date.

b) Notwithstanding any provisions in this Contract, DAS, through a duly authorized employee, may, after making a written determination that the Contractor has breached the Contract, Terminate the Contract in accordance with the provisions in the Breach section of this Contract.

c) DAS shall send the notice of Termination via certified mail, return receipt requested, to the Contractor at the most current address which the Contractor has furnished to DAS for purposes of correspondence, or by hand delivery. Upon receiving the notice from the DAS, the Contractor shall immediately discontinue all services affected in accordance with the notice, undertake commercially reasonable efforts to mitigate any losses or damages and deliver to the Department all Records. The Records are deemed to be the property of the Department and the Contractor shall deliver them to the Department no later than thirty (30) days after the Termination of the Contract or fifteen (15) days after the Contractor receives a written request from the Department 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, ASCII or .TXT.

d) Upon receipt of a written notice of Termination from DAS, the Contractor shall cease operations as DAS directs in the notice, and take all actions that are necessary or appropriate, or that DAS may reasonably direct, for the protection, and preservation of the Goods and any other property. Except for any work which DAS directs the Contractor to Perform in the notice prior to the effective date of Termination, 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.

e) The Department shall, within forty-five (45) days of the effective date of Termination, reimburse the Contractor for its Performance rendered and accepted by the Department, in addition to all reasonable costs, incurred after Termination in completing those portions of the Performance which the notice required the

Contractor to complete. However, the Contractor is not entitled to receive and the Department is not obligated to tender to the Contractor any payments for anticipated or lost profits. Upon request by DAS, the Contractor shall assign to DAS or the Department, or any replacement contractor which DAS or the Department designates, all subcontracts, purchase orders, and other information pertaining to its Performance, and remove from State premises, whether leased or owned, all of Contractor's property, equipment, waste material and rubbish related to its Performance, all as DAS may request.

f) For breach or violation of any of the provisions in the section concerning Representations and Warranties, the DAS may Terminate 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 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. All representations, warranties, agreements and rights of the parties under the Contract shall survive such Termination 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 of the Contract pursuant to this section shall not be deemed to be a breach of the Contract by the State.

30. REPRESENTATIONS AND WARRANTIES

The Contractor represents and warrants to the State for itself and the Contractor Parties that:

a) if they are entities, they are duly and validly existing under the laws of their respective states 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 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) Title 4a concerning State purchasing, including, but not limited to Section 22a-194a concerning the use of polystyrene foam;

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 the State; 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 governmental entity;

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 transaction or contract with any governmental entity. 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 or property, making false statements, or receiving stolen property;

f) they are not presently indicted for or otherwise criminally or civilly charged by any governmental entity with commission of any of the offenses listed above;

g) they have not within the three years preceding the Contract had one or more contracts with any governmental entity terminated for breach or default;

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 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, to the best of their knowledge, to the State in writing any Claims involving them 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, no later than twenty (20) calendar days after becoming aware of any such Claims. For purposes of the Contractor's obligation to disclose any Claims to the State, the ten (10) calendar days in the section of this Contract concerning disclosure of Contractor Parties litigation shall run consecutively with the ten (10) days provided for in this representation and warranty;

k) their participation in the Solicitation 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's Code of Ethics;

l) the proposal submitted by Contractor in response to the Solicitation was not made in connection or concert with any other person, entity or proposer, including any affiliate (as defined in the Tangible Personal Property section of this Contract) of the proposer, submitting a proposal for the same Solicitation, and is in all respects fair and without collusion or fraud;

m) they are able to Perform under the Contract using their own resources or the resources of a party who was not a proposer;

n) the Contractor shall obtain in a written contract all of the representations and warranties in this section from any Contractor Parties and require that provision be included in any contracts and purchase orders with such Contractor Parties;

- o) they have paid all applicable workers' compensation second injury fund assessments concerning all previous work done in Connecticut; they have a record of compliance with Occupational Health and Safety Administration regulations without any unabated, willful or serious violations;
- p) they are not delinquent in the payment of unemployment compensation contributions;
- q) they are not delinquent in the payment of any taxes owed, or, that they have filed a sales tax security bond, and they have, if and as applicable, filed for motor carrier road tax stickers and have paid all outstanding road taxes;
- r) all of their vehicles have current registrations and, unless such vehicles are no longer in service, they shall not allow any such registrations to lapse;
- s) each Contractor Party has vested in the Contractor plenary authority to bind the Contractor Parties to the full extent necessary or appropriate to ensure full compliance with and Performance in accordance with all of the terms and conditions of the Contract and that all appropriate parties shall also provide, no later than fifteen (15) days after receiving a request from DAS or the Department, such information as DAS or the Department may require to evidence, in their sole determination, compliance with this section;
- t) they either own or have the authority to use all the Goods;
- u) to the best of Contractor's knowledge, the Goods do not infringe or misappropriate any patent, copyright, trade secret or other intellectual property right of a third party;
- v) the Department's use of any Goods in a manner consistent with this Contract shall not infringe or misappropriate any patent, trade secret or other intellectual property right of a third party;
- w) if they procure any Goods, they shall sub-license such Goods and that the Department shall be afforded the full benefits of any manufacturer or subcontractor licenses for the use of the Goods; and
- x) they shall assign or otherwise transfer to the Department, or afford the Department the full benefits of any manufacturer's warranty for the Goods, to the extent that such warranties are assignable or otherwise transferable to the Department.

31. DISCLOSURE OF CONTRACTOR PARTIES LITIGATION

The Contractor shall require that all Contractor Parties, as appropriate, disclose to the Contractor, 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, no later than twenty (20) calendar days after becoming aware of any such Claims. Disclosure shall be in writing.

32. STATE COMPTROLLER'S SPECIFICATIONS

In accordance with Conn. Gen. Stat. § 4d-31, this Contract is deemed to have incorporated within it, and the Contractor shall deliver the Goods and Services in compliance with, all specifications established by the State Comptroller to ensure that all policies, procedures, processes and control systems, including hardware, software and protocols, which are established or provided by the Contractor or Contractor Parties, are compatible with and support the State's core financial systems, including but not limited to, accounting, payroll, time and attendance, and retirement systems.

33. CHIEF INFORMATION OFFICER SUBCONTRACT APPROVAL

In accordance with Conn. Gen. Stat. § 4d-32, the Contractor shall not award a subcontract for work under this Contract without having first obtained the written approval of the Chief Information Officer of the Department of Administrative Services or their designee of the selection of the subcontractor and of the provisions of the subcontract. The Contractor shall deliver a copy of each executed subcontract or amendment to the subcontract to the Chief Information Officer, who shall maintain the subcontract or amendment as a public record, as defined in Conn. Gen. Stat. § 1-200.

34. RIGHTS TO AND INTEGRITY OF PUBLIC RECORDS

In accordance with Conn. Gen. Stat. § 4d-34, (a) neither the Contractor nor Contractor Parties shall have any Title in or to (1) any public records which the Contractor or Contractor Parties possess, modify or create pursuant to a contract, subcontract or amendment to a contract or subcontract, or (2) any modifications by such contractor, subcontractor, employee or agent to such public records; (b) neither the Contractor nor Contractor Parties shall impair the integrity of any public records which they possess or create; and (c) public records which the Contractor or Contractor Parties possess, modify or create pursuant to this Contract or other contract, subcontract or amendment to a contract or subcontract shall at all times and for all purposes remain the property of the State. For purposes of this section, "public records" shall have the meaning set forth in Conn. Gen. Stat. § 4-33, as it may be modified from time to time.

35. PUBLIC RECORDS AND FOIA

In accordance with Conn. Gen. Stat. § 4d-35, any public record which a state agency provides to the Contractor or Contractor Parties shall remain a public record for the purposes of Conn. Gen. Stat. § 1-210(a). With regard to any public records, the State, the Contractor and Contractor Parties shall have a joint and several obligation to comply with the obligations of the state agency under the Freedom of Information Act (FOIA), as defined in Conn. Gen. Stat. §1-200, provided that the determination of whether or not to disclose a particular record or type of record shall be made by such state agency.

36. DISCLOSURE OF PUBLIC RECORDS

In accordance with Conn. Gen. Stat. § 4d-36, neither the Contractor nor Contractor Parties shall disclose to the public any public records (a) which they possess, modify or create pursuant to this Contract or any contract, subcontract or amendment to a contract or subcontract and (b) which a state agency (1) is prohibited from

disclosing pursuant to state or federal law in all cases, (2) may disclose pursuant to state or federal law only to certain entities or individuals or under certain conditions or (3) may withhold from disclosure pursuant to state or federal law. This provision shall not be construed to prohibit the Contractor from disclosing such public records to any Contractor Parties to carry out the purposes of its subcontract. For purposes of this section, “public records” shall have the meaning set forth in Conn. Gen. Stat. § 1-200, as it may be modified from time to time.

37. PROFITING FROM PUBLIC RECORDS

In accordance with Conn. Gen. Stat. § 4d-37, neither the Contractor nor Contractor Parties shall sell, market or otherwise profit from the disclosure or use of any public records which are in their possession pursuant to this Contract or any contract, subcontract or amendment to a contract or subcontract, except as authorized in this Contract. For purposes of this section, “public records” shall have the meaning set forth in Conn. Gen. Stat. § 1-200, as it may be modified from time to time.

38. CONTRACTOR’S OBLIGATION TO NOTIFY DAS CONCERNING PUBLIC RECORDS

In accordance with Conn. Gen. Stat. § 4d-38, if the Contractor or Contractor Parties learn of any violation of the provisions of Conn. Gen. Stat. §§ 4d-36 or 4d-37 they shall, no later than seven calendar days after learning of such violation, notify the Chief Information Officer of such violation.

39. GENERAL ASSEMBLY ACCESS TO RECORDS

In accordance with Conn. Gen. Stat. § 4d-40, the Joint Committee on Legislative Management and each nonpartisan office of the General Assembly shall continue to have access to DAS records that is not less than the access that said committee and such offices have on July 1, 1997.

40. CONTINUITY OF SYSTEMS

- a) This section is intended to comply with Conn. Gen. Stat. §4d-44, as it may be amended.
- b) The Contractor acknowledges that the Deliverables and associated services are important to the function of State government and that they must continue without interruption. Pursuant to Conn. Gen. Stat. §4d-44, as it may be amended, 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 DAS deems to be necessary or appropriate, to ensure continuity of state agency information system and telecommunication system facilities, equipment and services so that there is no disruption or interruption in Performance as required or permitted in the Contract. The Contractor shall not enter into any subcontract for any part of the Performance under the Contract without approval of such subcontract by DAS, as required by Conn. Gen. Stat. §4d-32, as it may be amended, and without such subcontract including a provision that obligates the subcontractor to comply fully with Conn. Gen. Stat. §4d-44, as it may be amended, as if the subcontractor were in fact the Contractor. The Contractor shall make a full and complete disclosure of and delivery to DAS 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.

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

1. 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 DAS, F.O.B. Hartford, Connecticut or other State location which DAS identifies, all facilities and equipment 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 facilities and equipment to DAS, during DAS'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 related operation manuals and other documentation in whatever form they exist and a list of all related passwords and security codes;
2. software Deliverables 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 DAS, F.O.B. Hartford, Connecticut or other location which DAS identifies, all Deliverables, no later than 10 days from the date that the work under the SOW or Contract is transferred back to the State or to another contractor for any reason. The Contractor shall deliver such Deliverables to DAS, during DAS's business hours, in good working order, and if equipment shall be delivered, in appropriately protective packaging to ensure delivery without damage. Concurrent with this delivery, the Contractor shall also deliver all Deliverable-related operation manuals and other documentation in whatever form they exist, if delivery of such manuals and documentation is required by this Contract or the SOW for such Deliverable, and a list of all Deliverable passwords and security codes; and
3. Public Records, as defined in Conn. Gen. Stat. §4d-33, as it may be amended, 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 DAS, F.O.B. Hartford, Connecticut or other State location which DAS identifies, all Public Records created or modified pursuant to the Contract, Statement of Work, subcontract or amendment and requested in writing by DAS (provided that Contractor may redact confidential information of Contractor, its personnel or third parties to the extent permitted by applicable law) no later than the latter of (1) the time specified in the section in this Contract concerning Termination for the return of Public Records and (2) 10 days from the date that the work under the Contract or Statement of Work is transferred back to the State or to another contractor for any reason. The Contractor shall deliver to DAS those Public Records 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 DAS, during DAS's business hours, those Public Records and a list of all applicable passwords and security codes, all in appropriately protective packaging to ensure delivery without damage.

d) 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.

41. 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 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.

42. 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 for 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 non-copyrighted 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 third party 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 commercial 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) a certificate of insurance, (2) the declaration page and (3) the additional insured endorsement to the policy to DAS all in an electronic format acceptable to DAS 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 DAS. Contractor shall provide an annual electronic update of the 3 documents to DAS on or before each anniversary of the Effective Date during the Contract Term. The State shall be entitled to recover under the insurance policy even if a body of competent jurisdiction determines that the 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.

43. SOVEREIGN IMMUNITY

The parties acknowledge and agree that nothing in 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.

44. 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.

45. AUDIT AND INSPECTION OF PLANTS, PLACES OF BUSINESS AND RECORDS.

- a) 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) The Contractor will pay for all costs and expenses of any audit or inspection which reveals information that, in the sole determination of the State, is sufficient to constitute a breach by the Contractor under this Contract. The Contractor will remit full payment to the State for such audit or inspection no later than 30 days after receiving an invoice from the State. If the State does not receive payment within such time, the State may setoff the amount from any moneys which the State would otherwise be obligated to pay the Contractor in accordance with this Contract's Setoff provision.
- 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.

46. CAMPAIGN CONTRIBUTION RESTRICTION

For all State contracts, defined in Conn. Gen. Stat. §9-612(g)(1) as 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.

47. 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, Executive Order No. 61 of Governor Dannel P. Malloy promulgated December 13, 2017 concerning the Policy for the Management of State Information Technology Projects, as issued by the Office of Policy and Management, Policy ID IT-SDLC-17-04, and 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 in accordance with their respective terms and conditions. If Executive Orders 14, 61 or 49 are applicable, it is deemed to be incorporated into and are made a part of the Contract as if it had been fully set forth in it. At the Contractor's request, the State shall provide a copy of these orders to the Contractor.

48. NONDISCRIMINATION

- a) For purposes of this Section, the following terms are defined as follows:
 - i. "Commission" means the Commission on Human Rights and Opportunities;
 - ii. "Contract" and "contract" include any extension or modification of the Contract;
 - iii. "Contractor" and "contractor" include any successors or assigns of the Contractor or contractor;
 - iv. "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;

- v. "good faith" means that degree of diligence which a reasonable person would exercise in the performance of legal duties and obligations;
- vi. "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;
- vii. "marital status" means being single, married as recognized by the state of Connecticut, widowed, separated or divorced;
- viii. "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;
- ix. "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
- x. "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, unless the contract is a municipal public works contract or quasi-public agency project contract, (2) any other state, including but not limited to any federally recognized Indian tribal governments, as defined in C.G.S. § 1-267, (3) the federal government, (4) a foreign government, or (5) an agency of a subdivision, state or government described in the immediately preceding enumerated items (1), (2), (3), or (4).

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, status of a veteran, 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] ensure 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, status of a veteran, 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.

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 Contract 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 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.

49. RESERVED

50. OWNERSHIP OF DATA

a) All ownership, title, licenses, proprietary rights and interest (including, but not limited to, perpetual use) (for purposes of this Ownership of Data Section, collectively, "Title") of and to any and all data existing in electronic, magnetic or any other tangible or intangible form (for purposes of this Ownership of Data Section, "Data") that is uploaded, collected, stored, held, hosted, located or utilized by the Department or Contractor and Contractor Parties directly or indirectly in connection with this Contract at all times is and will always remain vested in the State. At no time will Contractor have Title to such Data, wherever located.

b) At no cost to the State the Contractor and Contractor Parties shall, no later than fifteen (15) days after (i) receiving a written request from the Department or (ii) Termination for any reason, deliver and transfer possession to the Department all of the Data, in a format acceptable to the State.

c) At no cost to the State, the Contractor and Contractor Parties shall, no later than fifteen (15) days after (i) receiving a written request from the Department, (ii) receiving final payment from the Department, or (iii) Termination for any reason, over-write and securely delete all of the Data, such that the Data will be expunged in a manner to make retrieval of the Data impossible.

d) The Contractor's failure to deliver and transfer possession of the Data to a duly authorized agent of the Department shall constitute, without more, a de facto breach of this Contract. Consequently, the Contractor shall indemnify and hold harmless the Department and the State, as appropriate, for any and all damages, costs and expenses associated directly or indirectly with such failure. The damages, costs and expenses shall include, but not be limited to, those resulting from any corresponding contracting for credit or identity protection services, or both, and from any subsequent non-State use of any Data. If Contractor Parties will Perform for any purpose under this paragraph, the Contractor represents and warrants that it shall cause each

of the Contractor Parties to so Perform and that each has vested in the Contractor plenary authority to cause the Contractor Parties to Perform. For purposes of this Ownership of Data Section, “Perform” shall include, but not be limited to, the obligations relating to the sale, transfer of Title, removal and transfer of possession of the Data and indemnifying and holding harmless the Department and the State. The Contractor on its own behalf and on behalf of the Contractor Parties shall also provide, no later than 30 days after receiving a request by the Department, such information as the Department may identify to ensure, in the Department’s sole discretion, compliance with the provisions of this Ownership of Data Section. This Ownership of Data Section survives Termination.

51. TERMS AND CONDITIONS

Any and all Purchase Orders, Product Schedule Updates, Statement of Works or other documents authorized in connection with this Contract shall be subject to the terms and conditions of this Contract. Any terms or conditions contained in any such Purchase Order, Product Schedule Update, Statement of Work or other document shall have no force or effect and shall in no way affect, change or modify any of the terms and conditions of this Contract.

52. WORKERS' COMPENSATION

The Contractor shall maintain Worker’s Compensation and Employer’s Liability insurance in compliance with the laws of the state of Connecticut, which coverage shall include Employer’s Liability coverage with minimum limits of \$100,000 for each accident, \$500,000 for disease, and \$100,000 for each employee, per policy period.

53. ENTIRETY OF CONTRACT

This Contract includes the SIGNATURE PAGE OF CONTRACT. To the extent the provisions of any exhibits or attachment referenced in the Contract do not contradict the provisions of Sections 1-53 of this Contract, said documents, exhibits and/or attachments are incorporated herein by reference and made a part hereof as though fully set forth herein. This Contract, as thus constituted, contains the complete and exclusive statement of the terms and conditions agreed to by the parties hereto and shall not be altered, amended, or modified except in writing executed by an authorized representative of each party.

THE REMAINDER OF THIS PAGE IS LEFT BLANK INTENTIONALLY

SIGNATURE PAGE OF CONTRACT

IN WITNESS WHEREOF, the parties have executed this Contract by their duly authorized representatives with full knowledge of and agreement with its terms and conditions.

TOTAL COMMUNICATIONS INC.

STATE OF CONNECTICUT,

BY: _____

BY: _____

NAME: Greg Strouth

NAME: Mark Raymond

TITLE: Enterprise Account Manager

TITLE: CIO

Duly Authorized

Department of Administrative Services

Duly Authorized

DATE: _____

DATE: _____

APPROVED AS TO FORM:

STATE OF CONNECTICUT

OFFICE OF THE ATTORNEY GENERAL

BY: _____

JOSEPH RUBIN

ITS ASSISTANT DEPUTY ATTORNEY GENERAL

DATE: _____

EXHIBIT A

DELIVERABLES

A. Description of Deliverables

Contractor shall provide the Department Deliverables and Services from the Cisco Systems Product Catalog and Global Price List (the "Catalog") in accordance with the terms, conditions and requirements of this Contract. The Catalog is a list of available products and services that Cisco sells through its Value Added Reseller (VAR) contractor network. In connection with the foregoing, the following terms and conditions shall apply:

1. Contractor shall deliver Goods and Services within 15 days after receiving a Purchase Order from the Department.
2. Contractor shall provide new Goods only, unless the Purchase Order specifies in writing that refurbished Goods are acceptable to the Department.
3. Contractor shall provide a minimum of a ninety (90) day warranty from the product Acceptance Date or the manufacturer warranty whichever is greater.
4. Contractor shall provide the Department with a Time and Material Service package for installation and configuration of Deliverables and Services if and as requested by the Department pursuant to this Contract. The cost of such service is set forth in Exhibit B.
5. If the Department requests immediate resolution of any issue(s) or problem(s) related to the purchase, delivery or operation of any Deliverable(s) or Service(s) purchased under this Contract, Contractor shall provide onsite SMARTnet Maintenance and Support Service to the Department on a 24 hours per day, 7 days a week, 365 days per year basis. The cost of such service is set forth in Exhibit B.
6. Contractor shall be a Gold Certified Cisco Channel Partner (as determined by the Cisco Global VAR network) with Cisco and shall maintain such status over the Term of the Contract. If the Contractor at any time during the Term of the Contract loses or otherwise does not have this status, Contractor shall notify the Department and DAS within 10 business days following such loss of status.
7. Contractor shall supply Goods and Services to multiple locations, as directed by the Department.
8. Contractor shall supply personnel certified by the Cisco Education Network to provide all required service or work on any Goods purchased by the Department pursuant to the Contract.
9. The Department may perform background checks, in form and substance satisfactory to the Department, on any Contractor personnel who are assigned to Perform as contemplated by this Contract. The costs of any such background checks shall be borne to the Contractor.
10. The Contractor shall provide training and product updates including but not limited to: ongoing seminars, product announcements, conferences, user group meetings, updated literature and the availability of courses to Department technical staff.

B. Contract Separately/Additional Savings Opportunities

DAS reserves the right to either seek additional discounts from the Contractor or to contract separately for a single purchase, if in the judgment of DAS, the quantity required is sufficiently large, to enable the

EXHIBIT A

DELIVERABLES

State to realize a cost savings, over and above the prices set forth in Exhibit B, whether or not such a savings actually occurs.

C. Emergency Standby for Goods and/or Services

In the event of a declared emergency or natural disaster within the State of Connecticut, not resulting from inadequate inventory or Contract expiration, but which is expected to be temporary in nature, DAS or the Department reserves the right to request the Goods and/or Services called for in this Contract from the Contractor on an accelerated basis in accordance with the timetable to be determined by DAS or the Department.

In the event of a request for Goods and/or Services pursuant to this paragraph, the Contractor shall acknowledge the request within two (2) hours of receiving it. If the Contractor is unable to respond or provide the Goods and/or Services requested pursuant to this paragraph, DAS and/or the Department reserves the right to procure said Goods and/or Services from another source. Time shall be the essence to the performance by the Contractor of its obligations set forth in this paragraph.

Contractor shall offer the DAS and/or Department first priority for Goods and/or Services, which are unknown at this time, but which may be required during the actual emergency, from its regular sources of supply at the rates set forth in Exhibit B of this Contract.

D. Security and Property Entrance Policies and Procedures

Contractor shall adhere to established security and property entrance policies and procedures or both for each requesting Department. It is the responsibility of each Contractor to understand and adhere to those policies and procedures prior to any attempt to enter any Department premises for Contractor to Perform under this Contract.

PROPOSER NAME:		ePlus Technology, inc.	
DELIVERY:	As Requested / Per Contract	PROMPT PAYMENT TERMS: NET 45 DAYS	
ITEM #	DESCRIPTION OF PRODUCT AND/OR SERVICES		PRICING

Catalog Information:		
Current Cisco's Product and Global Price List Catalog		
1	Percentage Discount from Cisco Systems Product Catalog and Global Price List for Cisco Products	47.20 %
1a..	Percentage Discount for Application Networking Services from Cisco Systems Product Catalog and Global Price List for Cisco Products	47.20%
1b..	Percentage Discount for Collaboration from Cisco Systems Product Catalog and Global Price List for Cisco Products	47.20%
1c.	Percentage Discount for Network Software (IOS) & NX-OS from Cisco Systems Product Catalog and Global Price List for Cisco Products	47.20%
1d.	Percentage Discount for Interfaces and Modules from Cisco Systems Product Catalog and Global Price List for Cisco Products	47.20%
1e.	Percentage Discount for Optical Networking from Cisco Systems Product Catalog and Global Price List for Cisco Products	49.20%
1f.	Percentage Discount for Physical Security from Cisco Systems Product Catalog and Global Price List for Cisco Products	47.20%
1g.	Percentage Discount for Routers from Cisco Systems Product Catalog and Global Price List for Cisco Products	47.20%
1h.	Percentage Discount for Security from Cisco Systems Product Catalog and Global Price List for Cisco Products	47.20%
1i.	Percentage Discount for Servers – Unified Computing from Cisco Systems Product Catalog and Global Price List for Cisco Products	59.20%
1j.	Percentage Discount for Service Exchange from Cisco Systems Product Catalog and Global Price List for Cisco Products	47.20%
1k..	Percentage Discount for Storage Networking from Cisco Systems Product Catalog and Global Price List for Cisco Products	47.20%
1l.	Percentage Discount for Switches from Cisco Systems Product Catalog and Global Price List for Cisco Products	47.20%

**EXHIBIT B, RFP-16
PRICE SCHEDULE**

CONTRACT NO: 18PSX0202

PROPOSER NAME:	ePlus Technology, inc.
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ITEM #	DESCRIPTION OF PRODUCTS AND/OR SERVICES	PRICING
1m.	Percentage Discount for TelePresence from Cisco Systems Product Catalog and Global Price List for Cisco Products	47.20%
1n.	Percentage Discount for Video from Cisco Systems Product Catalog and Global Price List for Cisco Products	47.20%
1o.	Percentage Discount Voice and Unified Communications from Cisco Systems Product Catalog and Global Price List for Cisco Products	47.20%
1p.	Percentage Discount for WebEx from Cisco Systems Product Catalog and Global Price List for Cisco Products	47.20%
1q.	Percentage Discount for Wireless from Cisco Systems Product Catalog and Global Price List for Cisco Products	47.20%
2a.	Percentage Discount from Cisco Systems Product Catalog and Global Price List for SmartNet Maintenance and Support for Government / State Customers	23.00%
2b.	Percentage Discount from Cisco Systems Product Catalog and Global Price List for SmartNet Maintenance and Support for K-12 and Higher Education Customers	32.00%
2c.	Percentage Discount for WebEx (subscription) from Cisco Systems Product Catalog and Global Price List for Cisco Products	19.00%
2d.	Percentage discount for Partner Branded SmartNet from Cisco Systems Product Catalog and Global Price List for Cisco Products	30.50%
2e.	Percentage Discount for Cisco Advanced Services from Cisco Systems Product Catalog and Global Price List for Cisco Products	5.00%
2f.	Percentage Discount for Cisco Learning Credits from Cisco Systems Product Catalog and Global Price List for Cisco Products	5.00%
2g.	Percentage Discount for Hyperconverged Solutions from Cisco Systems Product Catalog and Global Price List for Cisco Products	59.20%
2h.	Percentage Discount for Cloud Services Platform from Cisco Systems Product Catalog and Global Price List for Cisco Products	59.20%
2i.	Percentage Discount for IoT/Sensors from Cisco Systems Product Catalog and Global Price List for Cisco Products	49.20%
2j.	Percentage Discount for App Dynamics Licenses from Cisco Systems Product Catalog and Global Price List for Cisco Products	20.00%

PROPOSER NAME:	ePlus Technology, inc.
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ITEM #	DESCRIPTION OF PRODUCTS AND/OR SERVICES	PRICING
2k.	Percentage Discount for App Dynamics Maintenance from Cisco Systems Product Catalog and Global Price List for Cisco Products	5.00%
2l.	Percentage Discount for App Dynamics Training from Cisco Systems Product Catalog and Global Price List for Cisco Products	5.00%
2m.	Percentage Discount for App Dynamics Hosting from Cisco Systems Product Catalog and Global Price List for Cisco Products	5.00%
2n.	Percentage Discount for App Dynamics Services from Cisco Systems Product Catalog and Global Price List for Cisco Products	5.00%
2o.	Percentage Discount for SaaS Subscriptions from Cisco Systems Product Catalog and Global Price List for Cisco Products	19.00%
2p.	Percentage Discount for Software Licenses from Cisco Systems Product Catalog and Global Price List for Cisco Products	49.20%
2q.	Percentage Discount for Cisco/Meraki from Cisco Systems Product Catalog and Global Price List for Cisco Products	49.20%
3	Hourly Rate for Time and Materials Service 8am –5pm Monday through Friday <ul style="list-style-type: none"> • Network Technician (basic installs)..... \$70.00/Hr. • Senior Network Technician (basic installs)..... \$90.00/Hr. • Cisco Certified Network Associate (CCNA)..... \$110.00/Hr. • Cisco Certified Network Professional (CCDA)..... \$120.00/Hr. • Cisco Certified Design Associate (CCNP)..... \$175.00/Hr. • Cisco Certified Design Professional (CCDP)..... \$200.00/Hr. • Project Coordinator..... \$110.00/Hr. • Project Manager \$160.00/Hr. • Senior Architect/Specialist (Design Services, Consulting, Network Modeling/Simulation/Performance Review Cloud, Security, IoT, DC)..... \$250.00/Hr. 	

PROPOSER NAME:	ePlus Technology, inc.
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ITEM #	DESCRIPTION OF PRODUCTS AND/OR SERVICES	PRICING
4	Hourly Rate(s) for Time and Materials Service outside of 8am-5pm Monday through Friday <ul style="list-style-type: none"> • Network Technician (basic installs)..... • Senior Network Technician (basic installs)..... • Cisco Certified Network Associate (CCNA)..... • Cisco Certified Network Professional (CCDA)..... • Cisco Certified Design Associate (CCNP)..... • Cisco Certified Design Professional (CCDP)..... • Project Coordinator..... • Project Manager • Senior Architect/Specialist (Design Services, Consulting, Network Modeling/Simulation/Performance Review Cloud, Security, IoT, DC)..... 	\$90.00/Hr. \$120.00/Hr. \$140.00/Hr. \$155.00/Hr. \$225.00/Hr. \$260.00/Hr. \$175.00/Hr. \$195.00/Hr. \$325.00/Hr.
5	Hourly rate for Cisco Certified Internetworking Engineer (CCIE) 8am-5pm Monday through Friday	\$235.00/Hr.
6	Hourly Rate(s) for CCIE outside of 8am-5pm Monday through Friday and hourly rates for all other Professional Services (e.g.: Design Services, Consulting, Network Modeling / Simulation / Performance Review)	\$300.00/Hr. For CCIE
7	Cisco Learning Credits administered and managed by DAS BEST based on total contract Cisco equipment spend	1/4 of one %

PROPOSER NAME:	ePlus Technology, inc.
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ITEM #	DESCRIPTION OF PRODUCTS AND/OR SERVICES	PRICING
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List Additional Value Added Services		
1	<p>Four Hours Response – Onsite Describe Service: Advanced replacement of device and engineer arrive onsite within 2 hours to activated TAC case. Services provided via Cisco ONS SMARTnet Services (discounted price off Cisco Systems Product Catalog and Global Price List for Cisco Products.</p> <p>Non-Educational Government Entities Discount.....</p> <p>K-12 and accredited Colleges and Universities Discount.....</p> <p>Or</p> <p>Ad hoc SOW for onsite response.....</p>	<p>23.00%</p> <p>32.00%</p> <p>\$235.00/Hr.</p>
2	<p>Two Hours Response – Onsite Describe Service: Advanced replacement of device and engineer arrive onsite within 2 hours to activated TAC case. Services provided via Cisco ONS SMARTnet Services (discounted price off Cisco Systems Product Catalog and Global Price List for Cisco Products.</p> <p>Non-Educational Government Entities Discount.....</p> <p>K-12 and accredited Colleges and Universities Discount.....</p> <p>Or</p> <p>Ad hoc SOW for onsite response.....</p>	<p>23.00%</p> <p>32.00%</p> <p>\$235.00/Hr.</p>

VAR Parts & Service Locations Listing	
1	Rocky Hill, CT
2	Avon, CT
3	Canton, MA

PROPOSER NAME:		Total Communications, Inc.	
DELIVERY:	As Requested / Per Contract	PROMPT PAYMENT TERMS: NET 45 DAYS	
ITEM #	DESCRIPTION OF PRODUCT AND/OR SERVICES		PRICING

Catalog Information:		
Current Cisco's Product and Global Price List Catalog		
1	Percentage Discount from Cisco Systems Product Catalog and Global Price List for Cisco Products	48.00 %
1a..	Percentage Discount for Application Networking Services from Cisco Systems Product Catalog and Global Price List for Cisco Products	48.00%
1b..	Percentage Discount for Collaboration from Cisco Systems Product Catalog and Global Price List for Cisco Products	48.00%
1c.	Percentage Discount for Network Software (IOS) & NX-OS from Cisco Systems Product Catalog and Global Price List for Cisco Products	48.00%
1d.	Percentage Discount for Interfaces and Modules from Cisco Systems Product Catalog and Global Price List for Cisco Products	48.00%
1e.	Percentage Discount for Optical Networking from Cisco Systems Product Catalog and Global Price List for Cisco Products	48.00%
1f.	Percentage Discount for Physical Security from Cisco Systems Product Catalog and Global Price List for Cisco Products	48.00%
1g.	Percentage Discount for Routers from Cisco Systems Product Catalog and Global Price List for Cisco Products	48.00%
1h.	Percentage Discount for Security from Cisco Systems Product Catalog and Global Price List for Cisco Products	48.00%
1i.	Percentage Discount for Servers – Unified Computing from Cisco Systems Product Catalog and Global Price List for Cisco Products	57.50%
1j.	Percentage Discount for Service Exchange from Cisco Systems Product Catalog and Global Price List for Cisco Products	48.00%
1k..	Percentage Discount for Storage Networking from Cisco Systems Product Catalog and Global Price List for Cisco Products	48.00%
1l.	Percentage Discount for Switches from Cisco Systems Product Catalog and Global Price List for Cisco Products	48.00%

**EXHIBIT B, RFP-16
PRICE SCHEDULE**

CONTRACT NO: 18PSX0202

PROPOSER NAME:	Total Communications, Inc.
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ITEM #	DESCRIPTION OF PRODUCTS AND/OR SERVICES	PRICING
1m.	Percentage Discount for TelePresence from Cisco Systems Product Catalog and Global Price List for Cisco Products	48.00%
1n.	Percentage Discount for Video from Cisco Systems Product Catalog and Global Price List for Cisco Products	48.00%
1o.	Percentage Discount Voice and Unified Communications from Cisco Systems Product Catalog and Global Price List for Cisco Products	48.00%
1p.	Percentage Discount for WebEx from Cisco Systems Product Catalog and Global Price List for Cisco Products	48.00%
1q.	Percentage Discount for Wireless from Cisco Systems Product Catalog and Global Price List for Cisco Products	48.00%
2a.	Percentage Discount from Cisco Systems Product Catalog and Global Price List for SmartNet Maintenance and Support for Government / State Customers	21.00% 90 Day Incl.
2b.	Percentage Discount from Cisco Systems Product Catalog and Global Price List for SmartNet Maintenance and Support for K-12 and Higher Education Customers	36.00% 90 Day Incl.
2c.	Percentage Discount for WebEx (subscription) from Cisco Systems Product Catalog and Global Price List for Cisco Products	20%
2d.	Percentage discount for Partner Branded SmartNet from Cisco Systems Product Catalog and Global Price List for Cisco Products	21%
2e.	Percentage Discount for Cisco Advanced Services from Cisco Systems Product Catalog and Global Price List for Cisco Products	9%
2f.	Percentage Discount for Cisco Learning Credits from Cisco Systems Product Catalog and Global Price List for Cisco Products	9%
2g.	Percentage Discount for Hyperconverged Solutions from Cisco Systems Product Catalog and Global Price List for Cisco Products	48%
2h.	Percentage Discount for Cloud Services Platform from Cisco Systems Product Catalog and Global Price List for Cisco Products	20%
2i.	Percentage Discount for IoT/Sensors from Cisco Systems Product Catalog and Global Price List for Cisco Products	48%
2j.	Percentage Discount for App Dynamics Licenses from Cisco Systems Product Catalog and Global Price List for Cisco Products	18%

PROPOSER NAME:	Total Communications, Inc.
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ITEM #	DESCRIPTION OF PRODUCTS AND/OR SERVICES	PRICING
2k.	Percentage Discount for App Dynamics Maintenance from Cisco Systems Product Catalog and Global Price List for Cisco Products	33%
2l.	Percentage Discount for App Dynamics Training from Cisco Systems Product Catalog and Global Price List for Cisco Products	18%
2m.	Percentage Discount for App Dynamics Hosting from Cisco Systems Product Catalog and Global Price List for Cisco Products	18%
2n.	Percentage Discount for App Dynamics Services from Cisco Systems Product Catalog and Global Price List for Cisco Products	18%
2o.	Percentage Discount for Saas Subscriptions from Cisco Systems Product Catalog and Global Price List for Cisco Products	18%
2p.	Percentage Discount for Software Licenses from Cisco Systems Product Catalog and Global Price List for Cisco Products	48%
2q.	Percentage Discount for Cisco/Meraki from Cisco Systems Product Catalog and Global Price List for Cisco Products	48%
3	Hourly Rate for Time and Materials Service 8am –5pm Monday through Friday <ul style="list-style-type: none"> • Network Technician (basic installs)..... \$ 110.00 /Hr. • Senior Network Technician (basic installs)..... \$ 110.00 /Hr. • Cisco Certified Network Associate (CCNA)..... \$ 120.00 /Hr. • Cisco Certified Network Professional (CCDA)..... \$ 120.00 /Hr. • Cisco Certified Design Associate (CCNP)..... \$ 120.00 /Hr. • Cisco Certified Design Professional (CCDP)..... \$ 120.00 /Hr. • Project Coordinator..... \$ 110.00 /Hr. • Project Manager \$ 110.00 /Hr. • Senior Architect/Specialist (Design Services, Consulting, Network Modeling/Simulation/Performance Review Cloud, Security, IoT, DC)..... \$ 120.00 /Hr. 	

PROPOSER NAME:	Total Communications, Inc.
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ITEM #	DESCRIPTION OF PRODUCTS AND/OR SERVICES	PRICING
4	Hourly Rate(s) for Time and Materials Service outside of 8am-5pm Monday through Friday <ul style="list-style-type: none"> • Network Technician (basic installs)..... • Senior Network Technician (basic installs)..... • Cisco Certified Network Associate (CCNA)..... • Cisco Certified Network Professional (CCDA)..... • Cisco Certified Design Associate (CCNP)..... • Cisco Certified Design Professional (CCDP)..... • Project Coordinator..... • Project Manager • Senior Architect/Specialist (Design Services, Consulting, Network Modeling/Simulation/Performance Review Cloud, Security, IoT, DC)..... 	\$ 165.00 /Hr. \$ 165.00 /Hr. \$ 180.00 /Hr. \$ 180.00 /Hr. \$ 180.00 /Hr. \$ 180.00 /Hr. \$ 165.00 /Hr. \$ 165.00 /Hr. \$ 180.00 /Hr.
5	Hourly rate for Cisco Certified Internetworking Engineer (CCIE) 8am-5pm Monday through Friday	\$160.00/Hr.
6	Hourly Rate(s) for CCIE outside of 8am-5pm Monday through Friday and hourly rates for all other Professional Services (e.g.: Design Services, Consulting, Network Modeling / Simulation / Performance Review)	\$240.00/Hr.
7	Cisco Learning Credits administered and managed by DAS BEST based on total contract Cisco equipment spend	1/2 of one %

PROPOSER NAME:	Total Communications, Inc.
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ITEM #	DESCRIPTION OF PRODUCTS AND/OR SERVICES	PRICING
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List Additional Value Added Services		
1	Four Hours Response – Onsite Describe Services: <ul style="list-style-type: none"> • Home Office Headquarters in East Hartford, CT • Staff five (5) CCIE’s in Connecticut • Staff CCDE in Connecticut • Over 145 Technical Certified Staff in Connecticut • Maintain \$3M in Cisco Inventory in East Hartford, CT • Provide customers multiple ways to contact support and track orders 	Value Added Services Included
2	Two Hours Response – Onsite Describe Services: <ul style="list-style-type: none"> • Home Office Headquarters in East Hartford, CT • Staff five (5) CCIE’s in Connecticut • Staff CCDE in Connecticut • Over 145 Technical Certified Staff in Connecticut • Maintain \$3M in Cisco Inventory in East Hartford, CT • Provide customers multiple ways to contact support and track orders 	Value Added Services Included

VAR Parts & Service Locations Listing	
1	Total Communications Headquarters, 333 Burnham Street, East Hartford, CT (This location maintains \$3M in Cisco parts inventory)
2	20 Church Street, Hartford, CT
3	500 Bic Drive, Milford, CT
4	3 High Ridge Park, Stamford, CT
5	40 Brainard Road, Hartford, CT
6	555 Lakewood Road, Waterbury, CT
7	310 Orange Street, New Haven, CT
8	401 Merritt 7, Norwalk, CT
9	114 New Park Avenue, North Franklin, CT

Additional Warehouse Locations for Parts	
1	BR10, 12510 Micro Drive Suite R, Mira Loma, CA 91752
2	BR80, 82 Micro Drive, Jonestown, PA 17038
3	BR30, 3820 Micro Drive, Millington, TN 38053
4	BR20, 1809 W. Frankfort Road, Suite 100, Carrollton, TX 75007
5	BR40, 415 E. Lies Road, Carol Stream, IL 60188



Notice to Executive Branch State Contractors and Prospective State Contractors of Campaign Contribution and Solicitation Limitations

This notice is provided under the authority of Connecticut General Statutes §9-612(G)(2), as amended by P.A. 10-1, and is for the purpose of informing state contractors and prospective state contractors of the following law (italicized words are defined on the reverse side of this page).

CAMPAIGN CONTRIBUTION AND SOLICITATION LIMITATIONS

No *state contractor, prospective state contractor, principal of a state contractor or principal of a prospective state contractor*, with regard to a *state contract or state contract solicitation* with or from a state agency in the executive branch or a quasi-public agency or a holder, or principal of a holder of a valid prequalification certificate, shall make a contribution to (i) an exploratory committee or candidate committee established by a candidate for nomination or election to the office of Governor, Lieutenant Governor, Attorney General, State Comptroller, Secretary of the State or State Treasurer, (ii) a political committee authorized to make contributions or expenditures to or for the benefit of such candidates, or (iii) a party committee (which includes town committees).

In addition, no holder or principal of a holder of a valid prequalification certificate, shall make a contribution to (i) an exploratory committee or candidate committee established by a candidate for nomination or election to the office of State senator or State representative, (ii) a political committee authorized to make contributions or expenditures to or for the benefit of such candidates, or (iii) a party committee.

On and after January 1, 2011, no state contractor, prospective state contractor, principal of a state contractor or principal of a prospective state contractor, with regard to a state contract or state contract solicitation with or from a state agency in the executive branch or a quasi-public agency or a holder, or principal of a holder of a valid prequalification certificate, shall **knowingly solicit** contributions from the state contractor's or prospective state contractor's employees or from a *subcontractor or principals of the subcontractor* on behalf of (i) an exploratory committee or candidate committee established by a candidate for nomination or election to the office of Governor, Lieutenant Governor, Attorney General, State Comptroller, Secretary of the State or State Treasurer, (ii) a political committee authorized to make contributions or expenditures to or for the benefit of such candidates, or (iii) a party committee.

DUTY TO INFORM

State contractors and prospective state contractors are required to inform their principals of the above prohibitions, as applicable, and the possible penalties and other consequences of any violation thereof.

PENALTIES FOR VIOLATIONS

Contributions of solicitations of contributions made in violation of the above prohibitions may result in the following civil and criminal penalties:

Civil Penalties – Up to \$2,000 or twice the amount of the prohibited contribution, whichever is greater, against a principal or a contractor. Any state contractor or prospective state contractor which fails to make reasonable efforts to comply with the provisions requiring notice to its principals of these prohibitions and possible consequences of their violations may also be subject to civil penalties of up to \$2,000 or twice the amount of the prohibited contributions made by their principals.

Criminal penalties – Any knowing and willful violation of the prohibition is a Class D felony, which may subject the violator to imprisonment of not more than 5 years, or not more than \$5,000 in fines, or both.

CONTRACT CONSEQUENCES

In the case of a state contractor, contributions made or solicited in violation of the above prohibitions may result in the contract being voided.

In the case of a prospective state contractor, contributions made or solicited in violation of the above prohibitions shall result in the contract described in the state contract solicitation not being awarded to the prospective state contractor, unless the State Elections Enforcement Commission determines that mitigating circumstances exist concerning such violation.

The State shall not award any other state contract to anyone found in violation of the above prohibitions for a period of one year after the election for which such contribution is made or solicited, unless the State Elections Enforcement Commission determines that mitigating circumstances exist concerning such violation.

Additional information may be found on the website of the State Elections Enforcement Commission, www.ct.gov/seec. Click on the link to "Lobbyist/Contractor Limitations."



DEFINITIONS

“State contractor” means a person, business entity or nonprofit organization that enters into a state contract. Such person, business entity or nonprofit organization shall be deemed to be a state contractor until December thirty-first of the year in which such contract terminates. “State contractor” does not include a municipality or any other political subdivision of the state, including any entities or associations duly created by the municipality or political subdivision exclusively amongst themselves to further any purpose authorized by statute or charter, or an employee in the executive or legislative branch of state government or a quasi-public agency, whether in the classified or unclassified service and full or part-time, and only in such person's capacity as a state or quasi-public agency employee.

“Prospective state contractor” means a person, business entity or nonprofit organization that (i) submits a response to a state contract solicitation by the state, a state agency or a quasi-public agency, or a proposal in response to a request for proposals by the state, a state agency or a quasi-public agency, until the contract has been entered into, or (ii) holds a valid prequalification certificate issued by the Commissioner of Administrative Services under section 4a-100. “Prospective state contractor” does not include a municipality or any other political subdivision of the state, including any entities or associations duly created by the municipality or political subdivision exclusively amongst themselves to further any purpose authorized by statute or charter, or an employee in the executive or legislative branch of state government or a quasi-public agency, whether in the classified or unclassified service and full or part-time, and only in such person's capacity as a state or quasi-public agency employee.

“Principal of a state contractor or prospective state contractor” means (i) any individual who is a member of the board of directors of, or has an ownership interest of five per cent or more in, a state contractor or prospective state contractor, which is a business entity, except for an individual who is a member of the board of directors of a nonprofit organization, (ii) an individual who is employed by a state contractor or prospective state contractor, which is a business entity, as president, treasurer or executive vice president, (iii) an individual who is the chief executive officer of a state contractor or prospective state contractor, which is not a business entity, or if a state contractor or prospective state contractor has no such officer, then the officer who duly possesses comparable powers and duties, (iv) an officer or an employee of any state contractor or prospective state contractor who has *managerial or discretionary responsibilities with respect to a state contract*, (v) the spouse or a *dependent child* who is eighteen years of age or older of an individual described in this subparagraph, or (vi) a political committee established or controlled by an individual described in this subparagraph or the business entity or nonprofit organization that is the state contractor or prospective state contractor.

“State contract” means an agreement or contract with the state or any state agency or any quasi-public agency, let through a procurement process or otherwise, having a value of fifty thousand dollars or more, or a combination or series of such agreements or contracts having a value of one hundred thousand dollars or more in a calendar year, for (i) the rendition of services, (ii) the furnishing of any goods, material, supplies, equipment or any items of any kind, (iii) the construction, alteration or repair of any public building or public work, (iv) the acquisition, sale or lease of any land or building, (v) a licensing arrangement, or (vi) a grant, loan or loan guarantee. “State contract” does not include any agreement or contract with the state, any state agency or any quasi-public agency that is exclusively federally funded, an education loan, a loan to an individual for other than commercial purposes or any agreement or contract between the state or any state agency and the United States Department of the Navy or the United States Department of Defense.

“State contract solicitation” means a request by a state agency or quasi-public agency, in whatever form issued, including, but not limited to, an invitation to bid, request for proposals, request for information or request for quotes, inviting bids, quotes or other types of submittals, through a competitive procurement process or another process authorized by law waiving competitive procurement.

“Managerial or discretionary responsibilities with respect to a state contract” means having direct, extensive and substantive responsibilities with respect to the negotiation of the state contract and not peripheral, clerical or ministerial responsibilities.

“Dependent child” means a child residing in an individual's household who may legally be claimed as a dependent on the federal income tax of such Individual.

“Solicit” means (A) requesting that a contribution be made, (B) participating in any fund-raising activities for a candidate committee, exploratory committee, political committee or party committee, including, but not limited to, forwarding tickets to potential contributors, receiving contributions for transmission to any such committee or bundling contributions, (C) serving as chairperson, treasurer or deputy treasurer of any such committee, or (D) establishing a political committee for the sole purpose of soliciting or receiving contributions for any committee. Solicit does not include: (i) making a contribution that is otherwise permitted by Chapter 155 of the Connecticut General Statutes; (ii) informing any person of a position taken by a candidate for public office or a public official, (iii) notifying the person of any activities of, or contact information for, any candidate for public office; or (iv) serving as a member in any party committee or as an officer of such committee that is not otherwise prohibited in this section.

“Subcontractor” means any person, business entity or nonprofit organization that contracts to perform part or all of the obligations of a state contractor's state contract. Such person, business entity or nonprofit organization shall be deemed to be a subcontractor until December thirty first of the year in which the subcontract terminates. “Subcontractor” does not include (i) a municipality or any other political subdivision of the state, including any entities or associations duly created by the municipality or political subdivision exclusively amongst themselves to further any purpose authorized by statute or charter, or (ii) an employee in the executive or legislative branch of state government or a quasi-public agency, whether in the classified or unclassified service and full or part-time, and only in such person's capacity as a state or quasi-public agency employee.

“Principal of a subcontractor” means (i) any individual who is a member of the board of directors of, or has an ownership interest of five per cent or more in, a subcontractor, which is a business entity, except for an individual who is a member of the board of directors of a nonprofit organization, (ii) an individual who is employed by a subcontractor, which is a business entity, as president, treasurer or executive vice president, (iii) an individual who is the chief executive officer of a subcontractor, which is not a business entity, or if a subcontractor has no such officer, then the officer who duly possesses comparable powers and duties, (iv) an officer or an employee of any subcontractor who has managerial or discretionary responsibilities with respect to a subcontract with a state contractor, (v) the spouse or a dependent child who is eighteen years of age or older of an individual described in this subparagraph, or (vi) a political committee established or controlled by an individual described in this subparagraph or the business entity or nonprofit organization that is the subcontractor.

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Search	Search Results	Results Detail	Solution Detail	
SCP Contract Details				
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Contract Detail Info For # 18PSX0202				
Dates				
Award Date	Start Date	End Date		
04/11/2019	04/11/2019	04/10/2024		
Description				
Cisco Products and Services				
Comments				
Solicitation and Contract Conditions				
Includes SBE/MBE Requirements	Qualified Partnership	DBE	Political Subdivisions	
No	No	No	Yes	
Agencies		CT Recovery		
Yes		No		
Contact(s)				
Contact	Telephone	FAX	E-Mail	
SusanneHawkins	(860) 713-5064	(860) 622-2941	susanne.hawkins@ct.gov	
Common Documents				
Date	Description			
4/15/2019 7:41:10 AM	18PSX0202 Contract Award Document Complete.pdf Contract Document			
2 Vendor(s)				
Contract #	Cert	Vendor	Contact	Catalog
18PSX0202AA Start: 04/11/2019 End: 04/10/2024	No	ePlus 45 Shawmut Road Canton, MA 02021 Peoplesoft ID: 0000064731	Steve Low Phone: (781) 615-1314 FAX: (781) 615-1401 E-Mail	No
18PSX0202AB Start: 04/11/2019 End: 04/10/2024	No	Total Communications Inc. 333 Burnham Street East Hartford, CT 06108 Peoplesoft ID: 0000022988	Greg Strouth Phone: (860) 622-4128 E-Mail	No
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