

**CONTRACT
14PSX0338**

Between

THE STATE OF CONNECTICUT

Acting by its

DEPARTMENT OF ADMINISTRATIVE SERVICES

And

CONTRACTOR

IT VENDOR MANAGED SERVICES

CONTENTS

1.	TERM OF CONTRACT	4
2.	DEFINITIONS	4
3.	ACQUIRING DELIVERABLES AND SERVICES	8
4.	PROJECT PERSONNEL	9
5.	CHANGE ORDERS	9
6.	RESERVED	10
7.	DELIVERABLE INSTALLATION & DEINSTALLATION	10
8.	DELIVERABLE EVALUATION & ACCEPTANCE	10
9.	PARTICIPATION AND PAYMENTS	11
10.	RESERVED	12
11.	NASPO VALUEPOINT TERMS	12
12.	RESERVED	15
13.	RESERVED	15
14.	RESERVED	15
15.	WARRANTIES	15
16.	RESERVED	16
17.	RESERVED	16
18.	RESERVED	16
19.	CONFIDENTIALITY; NONDISCLOSURE	16
20.	PROTECTION OF CONFIDENTIAL INFORMATION	17
21.	FEDERAL FUNDS	18
22.	RISK OF LOSS & INSURANCE	18
23.	DELIVERABLE ALTERATIONS	19
24.	FORCE MAJEURE	19
25.	CROSS-DEFAULT	19
26.	GENERAL PROVISIONS.....	19
27.	RESERVED	21
28.	COMMUNICATIONS	21
29.	INTENTIONALLY OMITTED.....	22
30.	WHISTLEBLOWER PROVISION	22
31.	DISCLOSURE OF PUBLIC RECORDS PROVISION	22
32.	FORUM AND CHOICE OF LAW	22
33.	BREACH	23
34.	TERMINATION.....	24
35.	REPRESENTATIONS AND WARRANTIES	25

36. DISCLOSURE OF CONTRACTOR PARTIES LITIGATION 28

37. STATE COMPTROLLER’S SPECIFICATIONS 28

38. CHIEF INFORMATION OFFICER SUBCONTRACT APPROVAL 28

39. RIGHTS TO AND INTEGRITY OF PUBLIC RECORDS 28

40. PUBLIC RECORDS AND FOIA 28

41. DISCLOSURE OF PUBLIC RECORDS 29

42. PROFITING FROM PUBLIC RECORDS 29

43. CONTRACTOR’S OBLIGATION TO NOTIFY DAS CONCERNING PUBLIC RECORDS 29

44. GENERAL ASSEMBLY ACCESS TO RECORDS 29

45. CONTINUITY OF SYSTEMS..... 29

46. TANGIBLE PERSONAL PROPERTY 31

47. INDEMNIFICATION 32

48. SOVEREIGN IMMUNITY 33

49. SUMMARY OF STATE ETHICS LAWS 33

50. AUDIT AND INSPECTION OF PLANTS, PLACES OF BUSINESS AND RECORDS. 33

51. CAMPAIGN CONTRIBUTION RESTRICTION 34

52. EXECUTIVE ORDERS..... 34

53. NONDISCRIMINATION 34

54. RESERVED 37

55. WORKER’S COMPENSATION..... 37

56. OWNERSHIP OF DATA 37

57. TERMS AND CONDITIONS..... 37

58. ENTIRETY OF CONTRACT 38

EXHIBIT 1 – NOTICE TO EXECUTIVE BRANCH STATE CONTRACTORS AND PROSPECTIVE STATE CONTRACTORS OF CAMPAIGN CONTRIBUTION AND SOLICITATION LIMITATIONS

EXHIBIT 2 – DELIVERABLES DOCUMENT SAMPLE

EXHIBIT 3 – DELIVERABLES IMPLEMENTATION SCHEDULE SAMPLE

EXHIBIT 4 – PRODUCT & PRICING SCHEDULE (RFP Exhibits 4 & 5)

EXHIBIT 5 – SERVICE LEVEL AGREEMENT (SLA) SAMPLE

EXHIBIT 6 – NASPO VALUEPOINT DETAILED SALES REPORT

This contract (the "Contract") is made as of the Effective Date by and between _____ ("Contractor"), with a principal place of business at _____, _____, acting _____, its _____, and the State of Connecticut, acting through its Department of Administrative Services ("DAS"), with a principal place of business at 165 Capitol Ave, Hartford, Connecticut 06106-1659, acting by Mark Raymond, its Chief Information Officer in accordance with Sections 4a-2, 4a-51 and 4a-53 of the Connecticut General Statutes, acting in connection with the NASPO ValuePoint cooperative contract program.

WHEREAS, NASPO Cooperative Purchasing Organization LLC, doing business as NASPO ValuePoint, is a 501(c)(3) limited liability company that is a subsidiary organization of the National Association of State Procurement Officials (NASPO), the sole member of NASPO ValuePoint; and

WHEREAS, NASPO ValuePoint facilitates administration of the NASPO cooperative group contracting consortium of state chief procurement officials for the benefit of state departments, institutions, agencies, and political subdivisions and other eligible entities for all states and the District of Columbia; and

WHEREAS, pursuant to Section 4a-53 of the Connecticut General Statutes, DAS may join with federal agencies, other state governments, political subdivisions of the State of Connecticut or nonprofit organizations in cooperative purchasing plans when the best interests of the state would be served thereby; and

WHEREAS, the DAS has determined the best interests of the State of Connecticut will be served by leading and participating in this Contract, which is a part of the NASPO ValuePoint cooperative contract program.

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 of Connecticut 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 three (3) years from the Effective Date. The Lead State, in its sole discretion, may extend this Contract one or more times for a combined total period not to exceed one year.

2. DEFINITIONS

- a) **Acceptance:** Determination made by the Purchasing Entity upon successful User Acceptance Test that the Deliverable, or if applicable, System, performs to the Specifications and fulfills the business and technical requirements of the Contract.
- b) **Acceptance Date:** The date the Purchasing Entity accepts a Deliverable or System in accordance with Section 8 below shall be deemed the Acceptance Date for each Deliverable or System.
- c) **Alteration:** The modification, changing, refashioning, remodeling, remaking, revising or reworking of any part of the System or Deliverable.

- 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 or the Purchasing Entity, as applicable, 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 Lead State or a Participating State, Participating Entity or Purchasing Entity, as applicable; (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 Purchasing Entity, Participating Entity or Lead 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 Purchasing Entity to correct or resolve Contractor deficiency(ies) identified by the Purchasing Entity in accordance with Section 33.
- i) **Deliverable:** Any product, service, or warranty that is required to be delivered to the Purchasing Entity under this Contract (including any exhibits), whether produced by the Contractor or by a third party as a supplier or subcontractor to the Contractor.
- j) **Deliverables Document:** Exhibit 2 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) **Deliverables Implementation Schedule:** Exhibit 3 to this Contract - Document which itemizes the timing requirements, including phases, and Purchasing Entity signoffs, as applicable or appropriate, for specific Deliverables and/or Services to be provided pursuant to the 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 2 or Exhibit 4, or both.
- m) **Improvement:** Contractor changes made to Deliverables from time to time either to provide additional functions for use by the Purchasing Entity or to correct errors and other Performance deficiencies noted by the Purchasing Entity and reported to the Contractor.
- n) **IT Professional:** An employee of the Contractor Parties chosen to Perform specifically for their particular IT expertise.
- o) **Key Contractor Personnel:** The individual employees of Contractor who will be assigned to the Project.
- p) **Lead State:** The State of Connecticut.
- q) **Licensed Software:** Computer program(s) provided by Contractor in connection with the Deliverables, subject to Section 16 of this Contract.
- r) **NASPO ValuePoint:** the NASPO Cooperative Purchasing Organization LLC, doing business as NASPO ValuePoint, a 501(c)(3) limited liability company that is a subsidiary organization the National Association of State Procurement Officials (NASPO), the sole member of NASPO ValuePoint. NASPO ValuePoint facilitates administration of the NASPO cooperative group contracting consortium of state chief procurement officials for the benefit of state departments, institutions, agencies, and political subdivisions and other eligible entities (i.e., colleges, school districts, counties, cities, some nonprofit organizations, etc.) for all states, the District of Columbia, and territories of the United States. NASPO ValuePoint is identified in the Contract as the recipient of reports and may perform contract administration functions relating to collecting and receiving reports as well as other contract administration functions as assigned by the Lead State.
- s) **Participating Addendum:** A bilateral agreement executed by a Contractor and a Participating Entity incorporating this Contract and any other additional Participating Entity specific language or other requirements, such as ordering procedures specific to the Participating Entity or other terms and conditions.
- t) **Participating Entity:** A state, or other legal entity, that enters into a Participating Addendum.
- u) **Participating State:** A state, the District of Columbia, or one of the territories of the United States that is listed in the Solicitation as intending to participate. Upon execution of the Participating

Addendum, a Participating State becomes a Participating Entity; however, a Participating State listed in the Solicitation is not required to later participate in the Contract.

- v) **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.
- w) **Product & Pricing Schedule:** Exhibit 4 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.
- x) **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.
- y) **Proposal:** A submittal in response to the Solicitation.
- z) **Purchase Order:** Document issued by a Purchasing Entity for one or more Goods, Deliverables or Services in accordance with the terms and conditions of this Contract.
- aa) **Purchasing Entity:** The Lead State, a Participating Entity, or a city, county, district or other political subdivision of the Lead State or a Participating Entity, or a nonprofit organization authorized under a Participating Addendum, who issues a Purchase Order against the Contract and becomes financially committed to the purchase.
- bb) **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.
- cc) **Services:** The Performance of labor or work set forth in Exhibit 2 or in the Statement of Work, whichever is applicable.
- dd) **Site:** Location(s) specified by Purchasing Entity where Deliverables are to be installed or Services rendered.
- ee) **Solicitation:** Request for Proposal entitled Information Technology Vendor Managed Service Providers issued August 16, 2016.
- ff) **Source Code:** The Licensed Software, including all corresponding programmer’s comments, data files and structures, headers, files, macros, annotations, and documentation.
- gg) **Specifications:** The written technical and non-technical detailed documentation of the Deliverables and the System’s capabilities, as approved and accepted in writing by the Purchasing Entity prior to acceptance of the System.

- hh) **State:** Unless limited to the State of Connecticut, the state or territory of the United States of America in which the Participating Entity or Purchasing Entity is located.
- ii) **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.
- jj) **System:** Contractor furnished or otherwise supplied Deliverables that collectively and in an integrated fashion fulfills the business and technical requirements of this Contract and its exhibits.
- kk) **Term:** The original term of the Contract plus any extensions exercised under Section 1 of the Contract.
- ll) **Termination:** An end to this Contract prior to the end of its Term.
- mm) **Upgrade:** A change to the primary version number of the Licensed Software, generally providing additional features or functionality
- nn) **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.
- oo) **User Acceptance Testing (UAT):** Phase in which the Purchasing Entity 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.
- pp) **Warranty Period:** The 12 month period commencing upon the Acceptance Date for the System.

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 Purchasing Entity any duly ordered Deliverable and/or Perform the Services in accordance with Exhibit 2, 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) Any Purchase Order is subject to the terms of this Contract and shall remain in effect until the Purchasing Entity's 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.
- c) At the request of the Lead State, Contractor may supplement Exhibit 4 to make additional products, services and related terms available to Participating Entities,. The supplement will only be deemed

accepted by the Lead State if it issues a Product Schedule Update letter to Contractor, indicating its concurrence with the supplement.

d) Notwithstanding any other provision of this Contract, no material change may be made to the Deliverables set forth in Exhibit 2 that alters the nature or scope of the Deliverables or their intended use. Any change in the Deliverables set forth in Exhibit 4 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.

e) Contractor shall provide all Purchasing Entities with a discount on any Product Schedule Update according to the discount, if any, shown on the Exhibit 4.

f) The Purchasing Entity is authorized to use any Licensed Software solely for the business purposes specified 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.

g) 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 Purchasing Entity issues a change order in accordance the provisions of Section 5.

h) The Purchasing Entity 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 Entity and the Contractor.

4. PROJECT PERSONNEL

a) The Purchasing Entity shall designate a project administrator (the "Project Administrator"), who may be replaced at the discretion of the Purchasing Entity. The Project Administrator shall have the authority to act for the Purchasing Entity 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) Purchasing Entity shall, in its discretion, have the right to require and approve Key Contractor Personnel. If Purchasing Entity is dissatisfied with the performance of any prior approved Key Contractor Personnel, Purchasing Entity shall notify Contractor of Purchasing Entity'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. If required by the Purchasing Entity, the Key Contractor Personnel must be identified individually in the applicable Purchase Order or Statement of Work.

5. CHANGE ORDERS

a) The Purchasing Entity may, at any time, with written notice to Contractor, request changes within the scope of Exhibit 2 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 System deficiencies. Prior to expiration of any Warranty Period, any changes required because the System does not fully perform in

accordance with this Contract, shall be made by Contractor without charge to the Purchasing Entity. 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 Purchasing Entity 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 Purchasing Entity 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 Purchasing Entity a written statement explaining the price increase or decrease involved in implementing the requested change.

c) If the Purchasing Entity issues a change order requesting a change to the System to comply with changes to Federal or State law, or changes to regulations affecting the Purchasing Entity, the Contractor shall perform the changes at no additional cost to the Purchasing Entity.

d) No change order with a price impact will be effective until Contractor receives written confirmation from the Purchasing Entity.

6. RESERVED

7. DELIVERABLE INSTALLATION & DEINSTALLATION

a) 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.

b) Contractor represents and warrants that it shall complete installation of the System in accordance with the Contract.

c) Purchasing Entity ordered de-installation, relocation and, or, reinstallation of any system previously installed at a Purchasing Entity designated Site shall be at Purchasing Entity'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 Purchasing Entity designated Site is necessary due to Contractor error, the Purchasing Entity shall not incur expenses for such services.

8. DELIVERABLE EVALUATION & ACCEPTANCE

a) Any Deliverable furnished by Contractor under the terms of this Contract will be subject to User Acceptance Testing. User Acceptance Testing for each Deliverable begins as of the date the Purchasing Entity notifies the Contractor in writing that the Deliverable provided for UAT has been successfully installed in the Purchasing Entity's development and testing computer environment and is ready for UAT. The following procedures will apply during UAT:

- 1) The Purchasing Entity shall provide Contractor with (a) written notice of Acceptance of the Deliverable or (b) a written statement which identifies in reasonable detail, with references to the applicable requirements, the deficiencies preventing Acceptance.
- 2) Contractor shall have five (5) business days, or such other period mutually 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 Purchasing Entity shall review the corrected Deliverable and notify Contractor in writing of acceptance or rejection in accordance with the foregoing provisions of this section.

- 3) The Acceptance Date for a Deliverable shall be the date of written notice of Acceptance of the Deliverable from Purchasing Entity to Contractor.
- b) Upon Acceptance of each of the Deliverables required under Exhibit 2, the Purchasing Entity shall perform UAT on the System prior for Acceptance prior to implementing the System in the Purchasing Entity's production environment. If UAT for the System is successfully completed, the Purchasing Entity shall in writing notify the Contractor of the Purchasing Entity's Acceptance the System, and the date of such notice will be the Acceptance Date for the System.
- c) If requested by Contractor, Purchasing Entity shall complete Contractor's acceptance certificate, in a form reasonably acceptable to Purchasing Entity, 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.

9. PARTICIPATION AND PAYMENTS

- a) The Purchasing Entity shall pay for Deliverables only upon acceptance of the Deliverable(s) pursuant to Section 8 and receipt of a properly documented invoice from the Contractor.
- b) The Purchasing Entity shall pay Contractor within 45 days after the Deliverable Acceptance Date and receipt of Contractor's properly documented invoice, whichever is the later date.
- e) Contractor may not provide Deliverables under this Contract until the Participating Entity and Contractor execute a mutually acceptable Participating Addendum and the Purchasing Entity has issued a Purchase Order.
- f) The Contract is applicable to any Purchase Order issued by a Participating Entity (and other Purchasing Entities covered by their Participating Addendum), except to the extent the Contract is altered, modified, supplemented or amended by a Participating Addendum. Any alterations, modifications, supplements or amendments to the Contract must be addressed in the Participating Addendum or, with the consent of the Purchasing Entity and Contractor, may be included in the Purchase Order used by the Purchasing Entity to place the Purchase Order. Such alterations, modifications, supplements or amendments apply only the Participating Entity signing the Participating Addendum and the Participating Entities or Purchasing Entities ordering under said Participating Addendum.
- g) Use of this Contract is subject to the approval of the respective state's chief procurement official. Subject to applicable law, issues of interpretation and eligibility for participation are solely within the authority of the respective state's chief procurement official.
- h) Obligations under this Contract are limited to those Participating Entities who have signed a Participating Addendum and Purchasing Entities within the scope of those Participating Addenda. Financial obligations of Participating States are limited to the orders placed by the departments or other State agencies and institutions under the authority of that Participating State having available funds. Participating States incur no financial obligations on behalf of other Purchasing Entities. Contractor shall email a fully executed PDF copy of each Participating Addendum to PA@NASPOValuePoint.org to support documentation of participation and posting in appropriate data bases.

i) The terms of a Participating Addendum or other participating addenda cannot be construed to amend the terms of this Contract between the Lead State and Contractor.

j) Entities who are not states may under some circumstances sign their own Participating Addendum, subject to the approval of participation by the chief procurement official of the State where the Participating Entity is located (or such other approval as may be required by law). Entities shall coordinate requests for such participation through NASPO ValuePoint (info@NASPOValuePoint.org). Permission to participate through execution of a Participating Addendum is not a determination that procurement authority exists in the requesting entity. Prior to executing a Participating Addendum, each entity must ensure that it has the requisite procurement authority to execute a Participating Addendum.

k) Payment shall be made only after the Participating Entity receives and accepts the Deliverables and after it receives a properly completed invoice. Unless otherwise specified in the Contract, payment for all accepted Deliverables shall be due within forty-five (45) days after acceptance of the Deliverables, or thirty (30) days if the Contractor is a certified small contractor or minority business enterprise as defined in Conn. Gen. Stat. § 4a-60g. The Contractor shall submit an invoice to the Participating Entity for the Performance. The invoice shall include detailed information for Deliverables, delivered and Performed, as applicable, and accepted. Any late payment charges shall be calculated in accordance with the Connecticut General Statutes.

l) The Lead State shall not be responsible for the obligations, financial or otherwise, of any Participating Entity or Purchasing Entity that is not an entity of the Lead State.

10. RESERVED

11. NASPO VALUEPOINT TERMS

a) NASPO ValuePoint is not a party to the Contract. However, the Lead State reserves the right in its sole discretion to assign contract administration functions, such as report receipt and coordination of vendor performance reviews, to NASPO ValuePoint.

b) NASPO ValuePoint Cooperative Program Marketing and Performance Review.
(1) Contractor agrees to work cooperatively with NASPO ValuePoint personnel. Contractor agrees to present plans to NASPO ValuePoint for the education of Contractor's contract administrator(s) and sales/marketing workforce regarding the Contract, including the competitive nature of NASPO ValuePoint procurements, the participating addendum process, and the manner in which qualifying entities can participate in the Contract.

(2) Contractor agrees to participate in an annual contract performance review at a location selected by the Lead State and NASPO ValuePoint, which may include a discussion of marketing action plans, target strategies, marketing materials, as well as Contractor reporting and timeliness of payment of administration fees.

c) Administrative Fees

1. The Contractor shall pay to NASPO ValuePoint, or its assignee, an administrative fee ("NASPO ValuePoint Administrative Fee") of one-quarter of one percent (0.25% or 0.0025) of all sales of Services in each quarter no later than sixty (60) days following the end of each calendar quarter.

2. The NASPO ValuePoint Administrative Fee must be submitted quarterly and is based on all sales of Services under the Contract (less any charges for taxes or shipping).

3. The NASPO ValuePoint Administrative Fee is not negotiable.
 4. Some States may require an additional fee be paid directly to the state only on purchases made by Purchasing Entities within that state.
 - i. For all such requests, the fee level, payment method and schedule for such reports and payments must be incorporated into the Participating Addendum that is made a part of the Contract.
 - ii. The Contractor may adjust the Contract pricing accordingly for purchases made by Purchasing Entities within the jurisdiction of such States.
 - iii. Such agreements will not affect the NASPO ValuePoint Administrative Fee percentage or the prices paid by Purchasing Entities outside the jurisdiction of the State requesting the additional fee.
 - iv. The NASPO ValuePoint Administrative Fee will be based on the gross amount of all sales (less any charges for taxes or shipping) at the adjusted prices, if any, in Participating Addenda.
- d) Summary and Detailed Usage Reports. Contractor shall provide the following NASPO ValuePoint reports. Additional reports may be required as identified by the Participating Entity in its Participating Addendum.
- (1) Summary Sales Data: The Contractor shall submit quarterly sales reports directly to NASPO ValuePoint using the NASPO ValuePoint Quarterly Sales/Administrative Fee Reporting Tool found at <http://www.naspo.org/WNCPO/Calculator.aspx> . Any and all sales made under this Contract shall be reported as cumulative totals by state. Even if Contractor experiences zero sales during a calendar quarter, a report is still required. Reports shall be due no later than thirty (30) days following the end of the calendar quarter (as specified in the reporting tool).
 - (2) Detailed Sales Data: Contractor shall also report detailed sales data by: (1) state; (2) entity/customer type, e.g. local government, higher education, K12, non-profit; (3) Purchasing Entity name; (4) Purchasing Entity bill-to and ship-to locations; (4) Purchasing Entity and Contractor Purchase Order identifier/number(s); (5) Purchase Order Type (e.g. sales order, credit, return, upgrade, determined by industry practices); (6) Purchase Order date; (7) Service Date(s); (8) and line item description, including product number if used. Reports are due on a quarterly basis and must be received by the Lead State and NASPO ValuePoint Cooperative Development Team no later than thirty (30) days after the end of the calendar quarter. Reports shall be delivered to the Lead State and to the NASPO ValuePoint Cooperative Development Team electronically through a designated portal, email, CD-Rom, flash drive or other method as determined by the Lead State and NASPO ValuePoint. Detailed sales data reports shall include sales information for all sales under Participating Addenda executed under this Contract. The format for the detailed sales data report is in shown in Attachment 7-NASPO ValuePoint Detailed Sales Reporting.
 - (3) Reportable sales for the summary sales data report and detailed sales data report includes sales to employees for personal use where authorized by the Participating Addendum. Report data for employees should be limited to ONLY the state and entity they are participating under the authority of (state and department, city, county, school district, etc.) and the amount of sales.

No personal identification numbers, e.g. names, addresses, social security numbers or any other numerical identifier, may be submitted with any report.

- (4) Contractor shall provide the NASPO ValuePoint Cooperative Development Coordinator with an executive summary each quarter that includes, at a minimum, a list of states with an active Participating Addendum, states that Contractor is in negotiations with and any Participating Addendum roll out or implementation activities and issues. NASPO ValuePoint cooperative development coordinator and Contractor will determine the format and content of the executive summary. The executive summary is due thirty (30) days after the conclusion of each calendar quarter.
- (5) Timely submission of these reports is a material requirement of the Contract. The recipient of the reports shall have exclusive ownership of the media containing the reports. The Lead State and NASPO ValuePoint shall have a perpetual, irrevocable, non-exclusive, royalty free, transferable right to display, modify, copy, and otherwise use reports, data and information provided under this section.

e) NASPO ValuePoint eMarket Center.

(1) In July 2011, NASPO ValuePoint entered into a multi-year agreement with SciQuest, Inc. whereby SciQuest will provide certain electronic catalog hosting and management services to enable eligible NASPO ValuePoint's customers to access a central online website to view and/or shop for the goods and services available from existing NASPO ValuePoint Cooperative Contracts. The central online website is referred to as the NASPO ValuePoint eMarket Center.

(2) The Contractor will be included in the eMarket Center database through inclusion of "Ordering Instructions". Ordering Instructions are a brief summary that provide customers information regarding the Contractor's website and ordering information and will be available at no cost to the Contractor. The Contractor is required, at a minimum, to participate in the eMarket Center by facilitating the inclusion of Ordering Instructions in the eMarket Center and permitting Purchasing Entities to order through the eMarket Center in accordance with the Ordering Instructions.

(3) The Contractor agrees to the following timeline with respect to the creation of its Ordering Instructions: NASPO ValuePoint eMarket Center site administrator shall provide a written request to the Contractor to begin the process of compiling the Ordering Instructions. The Contractor shall have thirty (30) days from receipt of written request to work with NASPO ValuePoint to provide any unique information and instructions that the Contractor would like to be included in its Ordering Instructions.

(4) The eMarketCenter has the capability to host a catalog or integrate with a punchout site. While not required for this Contract, if Contractor later desires to explore the functionality, it may contact NASPO ValuePoint for the system requirements and implementation terms and conditions.

f) Records Administration and Audit by Purchasing Entities Outside Connecticut.

(1) The Contractor shall maintain books, records, documents, and other evidence pertaining to this Contract and Purchase Orders placed by Purchasing Entities under it to the extent and in such detail

as shall adequately reflect performance and administration of payments and fees. Contractor shall permit a Participating Entity, a Purchasing Entity, the federal government (including its grant awarding entities and the U.S. Comptroller General), and any other duly authorized agent of a governmental agency, to audit, inspect, examine, copy and/or transcribe Contractor's books, documents, papers and records directly pertinent to Purchase Orders placed by a Purchasing Entity under the Contract for the purpose of making audits, examinations, excerpts, and transcriptions. This right shall survive for a period of five (5) years following termination of this Contract or final payment for any order placed by a Purchasing Entity against this Contract, whichever is later, or such longer period as is required by the Purchasing Entity's state statutes, to assure compliance with the terms hereof or to evaluate performance hereunder.

(2) Without limiting any other remedy available to any governmental entity, the Contractor shall reimburse the applicable Participating Entity or Purchasing Entity for any overpayments inconsistent with the terms of the Contract or Purchase Orders or underpayment of fees found as a result of the examination of the Contractor's records.

- g) Governing Law for Orders by Purchasing Entities Outside Connecticut.
(1) The construction and effect of the terms of any Participating Addendum or Purchase Order against the Contract shall be governed by and construed in accordance with the laws of the Participating Entity's or Purchasing Entity's State.
(2) Venue for any claim, dispute, or action concerning the any Purchase Order placed against the Contract or the effect of a Participating Addendum shall be in the Purchasing Entity's State.

12. RESERVED

13. RESERVED

14. RESERVED

15. WARRANTIES

a) Unless expressly stated otherwise in this Contract, Contractor hereby warrants that any Deliverable installed by Contractor, or installed by the Purchasing Entity 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 according to Section 13. 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 and the System consequently fails to conform to the Section 13 provisions of this Contract, Purchasing Entity shall give Contractor written notice of performance deficiencies. Contractor shall then have not more than a ten (10) calendar day cumulative cure period per twelve (12) month period to correct such deficiencies. If the cumulative number of days in a twelve (12) month period is exceeded, and said performance continues to be in nonconformance with said Section 13, 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 Purchasing Entity, or further obligation or financial liability. In the event of such termination, the Contractor shall refund to the Purchasing Entity 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 Purchasing Entity 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.

16. RESERVED

17. RESERVED

18. RESERVED

19. CONFIDENTIALITY; NONDISCLOSURE

a) The Lead State, Participating Entities and Purchasing Entities shall exercise at least the same degree of care to safeguard any trade secrets or confidential information of Contractor as the Lead State, Participating Entities and Purchasing Entities do their 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 Lead State, Participating Entities or Purchasing Entities under this Contract shall be disclosed for reasons other than their respective business operations. Such prohibition on disclosures shall not apply to disclosures by the to employees or representatives, provided such disclosures are reasonably necessary to the Purchasing Entity's use of the Deliverable, and provided further that each shall take all reasonable steps to ensure that the Deliverable is not disclosed in contravention of this Contract. The performance of the requirements of this section shall be subject to the State's applicable freedom of information act or law, as amended.

b) All Records, including any data owned by the Lead State, Participating Entity or Purchasing Entity in any form, in the possession of the Contractor or Contractor Parties must remain within the United States and may be not be stored, hosted or otherwise maintained outside of the United States.

20. 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 Purchasing Entity 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 Purchasing Entity 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 Purchasing Entity 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 Purchasing Entity, 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 the Health Insurance Portability and Accountability Act of 1996 or any provisions of this Contract concerning the obligations of the Contractor as a business associate of a covered entity (as such terms are defined in 45 C.F.R. § 160.103).

21. FEDERAL FUNDS

Pursuant to Appendix II to 2 Code of Federal Regulations (CFR) Part 200, Contract Provisions for Non-Federal Entity Contracts Under Federal Awards, Purchase Orders funded with federal funds may have additional contractual requirements or certifications that must be satisfied at the time the Purchase Order is placed or upon delivery. These federal requirements may be proposed by Participating Entities in Participating Addenda and Purchasing Entities for incorporation in Purchase Orders placed under this Contract.

22. RISK OF LOSS & INSURANCE

a) The Purchasing Entity shall not be liable to Contractor for any risk of Deliverable loss or damage while Deliverable is in transit, or while in the Purchasing Entity's possession, except when such loss or damage is due directly to the Purchasing Entity'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 any 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 Lead State as additional insured. The Contractor shall cause the Lead 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. The Contractor shall not begin Performance until the delivery of these three documents to DAS. Contractor shall provide an annual electronic update of the three documents to DAS on or before each anniversary of the Effective Date during the Term. Contractor shall also name the Participating Entity, and if requested the Purchasing Entity, as additional insureds to its insurance policies. Contractor shall provide the Participating Entity 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 such Participating Entity, and if requested, Purchasing Entity.

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 Lead 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 Lead State, or in connection with a Participating Addendum, the Participating Entity and if applicable, Purchasing Entity.

d) 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.

23. DELIVERABLE ALTERATIONS

a) This section applies only to Deliverables that do not include or incorporate Licensed Software as an operational component and applies only to Alterations made during the Warranty Period.

b) During the Warranty Period, Alterations of a Deliverable may be made by the Purchasing Entity 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 the Purchasing Entity.

24. 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.

25. CROSS-DEFAULT

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

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

26. 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 Purchasing Entity 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 Purchasing Entity 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 Lead State or, if applicable, Participating Entity, make any reference to the Purchasing Entity or the State in any of Contractor's advertising or news releases. Without such permission, the Contractor may only name the Lead State, Participating Entities and Purchasing Entities 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 Purchasing Entity in Section 16.

i) Neither Purchasing Entity 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 Purchasing Entity 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 Purchasing Entity; (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 Purchasing Entity 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 Purchasing Entity's personnel and agents, and the accuracy and completeness of all data and information provided to Contractor by the Purchasing Entity for purposes of the performance of the services hereunder.

k) Each of the Lead 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 16, 19 and 20.

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.

27. RESERVED

28. 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:

Lead State: Connecticut Department of Administrative Services
Director of Procurement
165 Capitol Avenue
Hartford, CT 06106

Contractor:

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

Purchasing Entity: The individual specified in the applicable Purchase Order.

Contractor: The individual designated by Contractor in writing to the Purchasing Entity.

29. INTENTIONALLY OMITTED

30. 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 Lead 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.

31. 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.

32. 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 Lead 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.

33. 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 Purchasing Entity 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 and such plan is subject to approval by the Purchasing Entity 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 Lead State or Purchasing Entity 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 34(c).

d) If the Purchasing Entity reasonably and in good faith determines the Contractor has not Performed in accordance with the Contract, the Purchasing Entity 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 Purchasing Entity 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.

g) With respect to breach of any Purchase Order by Purchasing Entities not part of the State of Connecticut, the Purchasing Entity shall follow the procedures in this section.. The Purchasing Entity may withhold payment in whole or in part pending resolution of the Performance issue, provided that the Purchasing Entity notifies the Contractor in writing prior to the date that the payment would have been due in accordance with Exhibit 4.

34. TERMINATION

a) Notwithstanding any provisions in this Contract, the Purchasing Entity, through a duly authorized employee, may Terminate its Purchase Order whenever Purchasing Entity makes a written determination that such Termination is in the best interests of the Purchasing Entity. The Purchasing Entity shall notify NASPO ValuePoint (info@NASPOValuePoint.org) and 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 and applicable Purchase Order prior to such date. Participating Entities also may Terminate their Participating Addendum whenever the Participating Entity makes a written determination that such Termination is in the best interests of the Participating Entity, after notifying NASPO ValuePoint (info@NASPOValuePoint.org) and the Contractor in accordance with the immediately preceding sentence.

b) 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 Lead 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.

c) 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.

d) 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 Purchasing Entity all Records. The Records are deemed to be the property of the Purchasing Entity and the Contractor shall deliver them to the Purchasing Entity 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 Purchasing Entity 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.

e) 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.

f) The Purchasing Entity shall, within forty-five (45) days of the effective date of Termination, reimburse the Contractor for its Performance rendered and accepted by the Purchasing Entity, 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 Purchasing Entity is not obligated to tender to the Contractor any payments for anticipated or lost profits.

g) Upon request by DAS, the Contractor shall assign to DAS or the Purchasing Entity, or any replacement contractor which DAS or the Purchasing Entity designates, all subcontracts, purchase orders, and other information pertaining to its Performance, and remove, whether leased or owned, all of Contractor's property, equipment, waste material and rubbish related to its Performance, all as DAS may request.

h) 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.

i) 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.

j) Termination of the Contract pursuant to this section shall not be deemed to be a breach of the Contract by, DAS, the Lead State or Purchasing Entity.

35. REPRESENTATIONS AND WARRANTIES

The Contractor represents and warrants to the Lead 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 Lead State under and pursuant to the Contract, including, but not limited to (1) Connecticut General Statutes Title 1, Chapter 10, concerning the Lead State's Codes of Ethics and (2) Title 4a concerning Lead 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 any 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 Lead 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 Lead 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 Lead 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 Purchasing Entity, such information as DAS or the Purchasing Entity 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 Purchasing Entity'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 Purchasing Entity 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 Purchasing Entity, or afford the Purchasing Entity the full benefits of any manufacturer's warranty for the Goods, to the extent that such warranties are assignable or otherwise transferable to the Purchasing Entity.

36. 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.

37. 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 any Goods and Services for the State of Connecticut in compliance with, all specifications established by the Lead State's 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 Lead State's core financial systems, including but not limited to, accounting, payroll, time and attendance, and retirement systems.

38. CHIEF INFORMATION OFFICER SUBCONTRACT APPROVAL

In accordance with Conn. Gen. Stat. § 4d-32, the Contractor shall not award a subcontract for work for the Lead State 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.

Unless indicated in the Participating Addendum, the Contractor shall not award a subcontract for work for a Participating Entity under this Contract without having first obtained the written approval of the individual authorized by the Participating Entity of the selection of the subcontractor and of the provisions of the subcontract.

39. 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 Lead 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.

40. 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 subsection (a) of Section 1-210 and as to such public records, the Lead 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 Section 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.

41. 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.

42. 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.

43. 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.

44. 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.

45. CONTINUITY OF SYSTEMS

a) This section is intended to comply with Conn. Gen. Stat. §4d-44, as it may be amended, and shall apply specifically to Lead State.

b) The Contractor acknowledges that the Systems and associated services are important to the function of state government and that they must continue without interruption. Pursuant to Conn. Gen. Stat. §4d-44, as it may be amended, if the work under the Contract, any subcontract, or amendment to either, is transferred back to the Lead State or to another contractor at any time for any reason, then the Contractor shall cooperate fully with the Lead 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 Lead 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 Lead 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 Lead 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 Lead 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 Lead 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 Lead 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 Lead State employees, the Contractor shall facilitate the exercising of any reemployment rights that such Lead State employees may have with the Lead State, including, but not limited to, affording them all reasonable opportunities during the workday to interview for Lead 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.

46. TANGIBLE PERSONAL PROPERTY

a) The Contractor on its behalf and on behalf of its Affiliates, as defined below, in connection with any business transacted in the State of Connecticut, 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 Lead State's contracting authority, such information as the Lead State may require to ensure, in the Lead State's sole determination, compliance with the provisions of Chapter 219 of the Connecticut General Statutes, including, but not limited to, §12-411b.

47. INDEMNIFICATION

a) The Contractor shall indemnify and defend the Lead State, NASPO ValuePoint, the Participating Entities and Purchasing Entities and their respective officers, representatives, agents, servants, employees, successors and assigns ("Indemnified Parties") 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. Unless stated otherwise in the applicable Participating Addendum, the Contractor shall use counsel reasonably acceptable to the Indemnified Parties 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 an Indemnified Party harmless from any liability arising due to the negligence of such Indemnified Party or any other person or entity acting under the direct control or supervision of that Indemnified Party.

c) The Contractor shall reimburse the Indemnified Party for any and all damages to the real or personal property of the Indemnified Party caused by the Acts of the Contractor or any Contractor Parties. The Indemnified Party 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 Indemnified Party 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 name the Lead State as an additional

insured on the policy and shall provide a copy of the policy to DAS prior to the effective date of the Contract. The Contractor shall not begin Performance until the delivery of the policy to DAS. The Contractor shall name the Participating Entity, and if requested the Purchasing Entity, as an additional insured on such policy and shall provide a copy of the policy to Participating Entity at the time the Participating Addendum signed by the Participating Entity, and if requested by the Purchasing Entity, at the time the Purchase Order is accepted by Contractor. The Contractor shall not begin Performance until the delivery of the policy to the Participating Entity. The Lead State, Participating Entity, and Purchasing Entity, as applicable, shall be entitled to recover under the insurance policy even if a body of competent jurisdiction determines that such entity is contributorily negligent.

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

48. SOVEREIGN IMMUNITY

The parties acknowledge and agree that nothing in the Contract shall be construed as a modification, compromise or waiver by the Lead State of any rights or defenses of any immunities provided by Federal law or the laws of the State of Connecticut to the Lead 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.

49. 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 Lead State's 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.

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

a) The Lead 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 Lead State and its agents.

c) The Lead 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 Lead State suspects fraud or other abuse, or in the event of an emergency, the Lead State is not obligated to provide any prior notice.

d) All audits and inspections shall be at the Lead State's expense.

- e) The Contractor shall keep and preserve or cause to be kept and preserved all of its and Contractor Parties' Records until three (3) years after the latter of (i) final payment under this Contract, or (ii) the expiration or earlier termination of this Contract, as the same may be modified for any reason. The Lead 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 Lead State and its agents in connection with an audit or inspection. Following any audit or inspection, the Lead 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.

51. CAMPAIGN CONTRIBUTION RESTRICTION

For all Lead 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 Lead State's 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 1.

52. 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. 19 of Governor M. Jodi Rell, promulgated June 19, 2008 concerning use of System Development, 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, 19 or 49 are applicable, they are deemed to be incorporated into and are made a part of the Contract as if they had been fully set forth in it. At the Contractor's request, the Lead State shall provide a copy of these orders to the Contractor.

53. 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 Lead State or any political subdivision of the Lead 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 Lead State, including, but not limited to, matching expenditures, grants, loans, insurance or guarantees.

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

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

status, national origin, ancestry, sex, gender identity or expression, intellectual disability, mental disability or physical disability, including, but not limited to, blindness, unless it is shown by the Contractor that such disability prevents performance of the work involved; (2) the Contractor agrees, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, to state that it is an "affirmative action-equal opportunity employer" in accordance with regulations adopted by the Commission; (3) the Contractor agrees to provide each labor union or representative of workers with which the Contractor has a collective bargaining Agreement or other contract or understanding and each vendor with which the Contractor has a contract or understanding, a notice to be provided by the Commission, advising the labor union or workers' representative of the Contractor's commitments under this section and to post copies of the notice in conspicuous places available to employees and applicants for employment; (4) the Contractor agrees to comply with each provision of this Section and Connecticut General Statutes §§ 46a-68e and 46a-68f and with each regulation or relevant order issued by said Commission pursuant to Connecticut General Statutes §§ 46a-56, 46a-68e and 46a-68f; and (5) the Contractor agrees to provide the Commission on Human Rights and Opportunities with such information requested by the Commission, and permit access to pertinent books, records and accounts, concerning the employment practices and procedures of the Contractor as relate to the provisions of this Section and Connecticut General Statutes § 46a-56. If the contract is a public works contract, the Contractor agrees and warrants that he will make good faith efforts to employ minority business enterprises as subcontractors and suppliers of materials on such public works projects.

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

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 Lead 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 Lead State and the Lead 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 Lead 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 Lead State and the Lead State may so enter.

54. RESERVED

55. WORKER'S 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.

56. OWNERSHIP OF DATA

Any and all data hosted by Contractor on behalf of a Purchasing Entity will remain the sole property of the Purchasing Entity and the Purchasing Entity shall retain any and all ownership of such data. It is further understood that at no time will Contractor have ownership of any data held within the system.

57. 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.

58. 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 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 Contractor and Lead State and shall not be altered, amended, or modified except in writing executed by an authorized representative of each party. Nothing in this provision shall be interpreted to prohibit the Contractor and any Participating Entity from entering into a Participating Addendum as contemplated by this Contract.

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.

STATE OF CONNECTICUT,

BY: _____

NAME:

TITLE:

Company Name

Duly Authorized

BY: _____

NAME: Mark Raymond

TITLE: Chief Information Officer

Department of Administrative Services

Duly Authorized

DATE: _____

DATE: _____

APPROVED AS TO FORM:

OFFICE OF THE ATTORNEY GENERAL

BY: _____

JOSEPH RUBIN

ITS ASSOCIATE ATTORNEY GENERAL

DATE: _____



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.

EXHIBIT 2
DELIVERABLES DOCUMENT
(document finalized upon contract)

1. Contractors shall provide Information Technology (“IT”) Vendor Managed Services to Participating Entities (PE) in accordance with the terms and conditions of this Contract. PE may request the assistance of the Contractor under this Contract at any time and from time to time. Requests for Services or Deliverables under the Contract will be submitted in writing from the PE to the Contractor in the form of a SOW. Contractor shall prepare a written proposal with price and submit such proposal to the PE within five business days of receiving the PE’s written request. The PE may only engage a Contractor by issuing a Purchase Order or other acceptable payment mechanism with a SOW in accordance with the requirements of the Contract. Contractor shall provide IT support in the areas of:
 - Implementation and configuration of a web based system
 - A production ready system to centrally capture and manage Contract spend. This may also include the need to share data with the PE’ systems.
 - Performance oversight of IT Professionals
 - Scalability and flexibility to unique PE needs
 - Timekeeping, Invoicing and oversight of such
 - On-line search and query functions
 - Increasing the overall quality and speed of IT Professional requests by PE’s
 - Adding value in the areas of IT Professional procurement and utilization
 - Reducing costs associated with IT Professional engagements and management
 - Minimizing the time spent engaging IT Professionals and ensuring compliance with the PE’ policies and procedures
 - Developing processes and policies that ensure compliance with legal, statutory, and regulatory requirements
 - Tracking, monitoring, and managing Contractor performance
 - Detailed utilization report on IT Professional placements, duration
 - Obtaining reporting that will help with budgeting and visibility into IT Professional spend
 - Request approval
 - SOW completion, approval and transmission to Contractor
 - SOW distribution to Contractor for IT Professional availability and cost savings
 - IT Professional staffing search and recruitment, including specialized and niche IT areas
 - IT Professional candidate resume submission and selection
 - IT Professional candidate ranking methodologies
 - Reporting (standard and ad hoc) and On-line search and query functions
 - Other such areas related to IT Vendor Managed Services as the PE may request, within scope of this Contract

2. Awarded contractor shall supply sufficient, competent, reliable, and properly licensed and/or certified personnel to provide adequate and satisfactory services as required under this Contract. During the term of the Contract, the Contractor shall provide the PE with qualified and competent IT

EXHIBIT 2
DELIVERABLES DOCUMENT
(document finalized upon contract)

Professionals with specific technical expertise, or familiarity with a specific system or project as it relates to a PE's SOW.

3. Relationship of Information Technology (IT) Professionals to the Participating Entity

IT Professionals are not employees and are therefore ineligible for any compensation, pension, health care or other similar benefits to which a PE employee may otherwise be eligible, regardless of the duration of an IT Professionals working relationship with the PE or any similarity, intentional or otherwise, to a PE's existing classified job description.

IT Professional shall identify themselves as a Contractor at all times when engaging in activities related to their performance under this Contract.

IT Professional shall not be assigned to, or function in, any role that requires them to directly supervise or manage PE employees, nor shall IT Professional exercise any authority that is considered consistent with the roles and responsibilities of a PE official. IT Professional shall not approve requests for time off by PE employees, be a signatory on behalf of the PE, provide direct day to day supervision and direction to PE employees, approve procurements or engage in other similar activities.

4. The Contractor shall not allow an IT Professional to attend training courses at the expense of the PE, unless such courses are in the best interests of the PE and training is included within the SOW. Credit for all or a portion of training may be collected by the PE if the IT Professional leaves or is assigned elsewhere within six months of the training date. Credit shall be pro-rated based on post-training time in Position Title.
5. There shall be no upward reclassification of an IT Professional during the term of the SOW into a higher experience category for pay purposes. Revisions to the SOW regarding Position Title, level of experience, or responsibilities of the IT Professional must be within the scope of the initial SOW and must be made in writing by the PE to the Contractor.
6. Revisions outside the scope of the SOW or changing the scope of the SOW will not be allowed. A new SOW must be submitted and approved by all parties.
7. Contractor shall require any Contractor Party assigned to a PE adhere to applicable PE policies and standards.
8. Laws & Regulations
The IT Professional shall at all times observe and comply with all Federal, State and Local laws and regulations.

**EXHIBIT 2
DELIVERABLES DOCUMENT
(document finalized upon contract)**

In cases where special licenses, accreditations and/or certifications are required by State, Federal and/or Local law, statute or regulation to perform services of specified job descriptions, Contractors are required to provide copies of such certification upon request of the PE.

9. Contractor, upon request by the PE, shall provide references, resumes, test scores, special licenses, accreditations and/or certifications for IT Professional candidates.
10. The Contractor shall require the Contractor Party to work the hours and schedule as mutually agreed upon in the SOW. PE and Contractor shall make reasonable efforts to accommodate schedule changes with sufficient prior notice (2 weeks whenever possible). Revisions made in any SOW shall be made in writing by the PE to the Contractor. All hours worked shall be subject to verification by the PE. The PE shall allow billing for one-half (1/2) hour increments.
11. Working Hours
Payment will be made for actual hours worked.
12. Overtime
Overtime, any time worked over forty (40) hours in one work week, requires prior PE approval. If overtime is authorized by the PE, overtime will be paid as mutually agreed upon but shall not exceed 1-1/2 times the appropriate hourly rate.
13. Unless otherwise stated in the SOW, and approved by the PE, Contractor shall not be paid any out-of-pocket expenses, such as travel time, mileage to and from any jobsite, and/or miscellaneous expenses. Payments for approved expenses may not exceed the PE's current prevailing rates for travel. The State assumes no liability, financial or otherwise, for the transportation of Contractor's personnel or their possessions into or out of the PE location.
14. Contractor shall submit weekly billing to the PE. Minimally, billing shall include:
 - Contractor Federal Tax Identification Number or Social Security Number
 - PE's Purchase Order Number
 - Temporary Services Personnel Name
 - Actual hours worked/billed
 - IT Professional Position Classification
 - Hourly rate billed
15. Contractor is solely responsible for the payment of all salaries, wages, bonuses, Social Security, taxes, federal and state unemployment insurance, liability and worker's compensation insurance, employee benefits, and any and all taxes related to personnel. Contractor shall also provide worker's compensation for its personnel as required by law.
16. Wages

**EXHIBIT 2
DELIVERABLES DOCUMENT
(document finalized upon contract)**

If Contractor proposes minimum wage rates for any position, and the minimum wage increases during the Contract period, Contractor and the PE shall pay current minimum wage for services provided.

17. Contractor is solely responsible for compliance with all applicable laws relating to its employees, such as wages and hour laws, safety and health requirements and collective bargaining laws.
18. Security and/or Property Entrance Policies and Procedures
Contractor shall adhere to established security and/or property entrance policies and procedures for each requesting PE. It is the responsibility of each Contractor to understand and adhere to those policies and procedures prior to any attempt to enter any PE premises for the purpose of carrying out the scope of work described in this Contract.
19. Contractor shall be responsible for prescreening and completing background checks for all candidates assigned under this Contract. Contractor is required to obtain and keep current Form I-9, Employment Eligibility Verification issued by the U.S. Department of Homeland Security, US Citizenship and Immigration Service supporting each IT Professional's authorization for employment in the United States (<http://www.uscis.gov/files/form/i-9.pdf>). The Lead State reserves the right to audit these documents. At the request of the PE, Contractor shall supply a completed Form I-9.
20. PE-specific requirements for background checks other than addressed in Exhibit 6 shall be communicated as part of the SOW and shall be complied with prior to the start date of any IT Professional hire. Contractor shall be responsible for all fees associated with PE-specific background checks.
21. Subcontractors
Contractor acknowledges that any work provided under the contract to any PE is work conducted on behalf of the PE and that the PE Official or his/her designee may communicate directly with any subcontractor as the PE deems to be necessary or appropriate. Contractor shall be responsible for all payment of fees charged by the subcontractor(s). A performance evaluation of any subcontractor shall be provided promptly by the contractor to the PE Official or his/her designee upon request.
22. Requirements for Statements of Work
Each SOW must, at a minimum, set forth the following:
 - Hours, schedule, location of workplace
 - Deliverables and Services to be provided by Contractor
 - PE requirements for status reporting
 - Documentation required from the Contractor (e.g. reports, manuals, analysis, or other documentation as required by the PE)
 - Applicable technical standards required by the PE, along with PE policies and procedures
 - Implementation schedule for the Deliverables and Services
 - Evaluation, testing and acceptance requirements

**EXHIBIT 2
DELIVERABLES DOCUMENT
(document finalized upon contract)**

- Cost of the Deliverables and Services per Product & Pricing Schedule, and a payment schedule for same
- Position Title (per Product & Pricing Schedule) and name of Contractor Party(ies) Performing under the SOW.
- Support and maintenance obligations, if required by the PE

23. Ordering

Contract order and Purchase Order numbers must be clearly shown on all acknowledgments, shipping labels, packing slips, invoices, and on all correspondence. Each PE will identify and utilize its own appropriate purchasing procedure and documentation. Contractor is expected to become familiar with the PE rules, policies, and procedures regarding the ordering of supplies and/or services contemplated by the Master Contract. All communications concerning administration of Orders placed will be furnished solely to the authorized purchasing agent within the PE purchasing office, or to such other individual identified in writing in the Purchase Order.

24. The Contractor shall provide a replacement for any/all temporary individuals rejected by a PE as requested by the PE. If there are problems with the replacement temporary service employee, the PE has the option to seek services from another Contractor.
25. Contractor shall provide the PE a minimum of fourteen (14) calendar days advance written notice of the planned departure of any Contractor Party providing Services to the PE. The Contractor shall notify the PE within twenty-four (24) hours in the event of an unanticipated departure of a Contractor Party providing Services under this Contract.
26. Upon fifteen (15) days' notice to the Contractor, by the issuance of a Purchase Order Amendment, the PE may terminate any IT Professional noted in any Purchase order. If in the opinion of the PE the ongoing performance of any service provided by IT Professional does not conform to the provisions of an issued Purchase Order and/or SOW, the PE shall give Contractor written notice of nonconformance. Contractor shall have a ten (10) calendar day period to correct any such deficiency. If after the 10 calendar days such service performance level continues to be in nonconformance with the provisions of an issued and accepted Purchase Order, then Contractor may be in default of this Contract and the PE may require Contractor to replace IT Professional at Contractors expense or terminate the IT Professional without PE further obligation or financial liability.
27. Completion of any services of any IT Professional provided hereunder, or the PE's failure to issue any Purchase Order hereunder, shall not terminate the IT Professional, the intent of the parties being to leave IT Professional in effect for the specified term. Any such termination shall be effected by delivery to the Contractor of a written notice of termination. The notice of termination shall be sent to the Contractor address furnished to the Lead State for purposes of correspondence or by hand delivery. Upon receipt of such notice, the Contractor shall both immediately discontinue all services affected (unless the notice directs otherwise) and deliver to the PE all data, drawings, specifications, reports, estimates, summaries, and such other information and materials as may have been

**EXHIBIT 2
DELIVERABLES DOCUMENT
(document finalized upon contract)**

accumulated by the IT Professional in performing his duties under this Contract, whether completed or in progress. All such documents, information, and materials shall become the property of the PE. In the event of such termination, the Contractor shall be entitled to reasonable compensation as determined by the Commissioner of the PE of Administrative Services, however, no compensation for lost profits shall be allowed.

28. Contractor shall comply with any PE requirement for status reporting, management methodologies, related documentation, computer operations, standards, practices, and published security procedures.
29. Contract Separately/Additional Savings Opportunities
Lead State reserves the right to either seek additional discounts from the Contractor or to contract separately for a single purchase, if in the judgment of Lead State, the quantity required is sufficiently large, to enable the PE to realize a cost savings, over and above the prices set forth in Exhibit 4, whether or not such a savings actually occurs.
30. Mandatory Extension to Participating Entities
Contractor shall offer and extend the contract (including pricing, terms and conditions) to political subdivisions of the Participating States (towns and municipalities), schools, and not-for-profit organizations.
31. P-Card (Purchasing MasterCard Credit Card)
Participating Entities may require Contractors accept payment via procurement card(s). The Contractor shall be responsible for the credit card user-handling fee associated with MasterCard purchases. The Contractor shall charge to the P-Card only upon acceptance of Goods delivered to the PE or the rendering of Services.
32. Quantities and/or Usages
Any quantities set forth are estimated quantities and/or usages only and in no way represent a commitment and/or intent to purchase any particular amount. Actual quantities may vary and will be identified on individual Purchase Orders issued by the requesting entity.
33. E-Commerce (Electronic Commerce)
In addition to interfacing with the NASPO Value Point E-market center, PE may utilize internet-based E-Procurement ordering systems, Contractors may receive Purchase Orders from Participating Entities through these Systems and shall, if requested, provide electronic invoicing to be loaded into these Systems.

Contractors may be required to provide PE with functional data files that include specific formats for product and pricing information to be loaded into the system, or enable electronic access/interface to the Contractor's catalog (either through a punch-out catalog or a third-party hosted catalog).

**EXHIBIT 2
DELIVERABLES DOCUMENT
(document finalized upon contract)**

34. Tax Exemption Certificates

Tax exemption certificates will be furnished to the awarded contractor by the PE.

35. Requesting/Hiring State Entity Responsibility

- The PE reserves the right to interview any potential candidate for temporary placement to determine their ability to perform the services per the SOW.
- The PE shall provide all necessary supplies, equipment, work space and parking for the IT Professional.
- It is the PE's responsibility to pay the Contractor for hours worked when a Contractor provides personnel on a specified date and time, and the Contractor's personnel appears on time to perform the specified services.
- The PE reserves the right to accept or reject any temporary service individual provided by the Contractor at any time with or without cause.

36. IT Professional Commitment

Unless the PE dismisses the IT Professional noted in an applicable Purchase Order, that IT Professional shall continue to Perform under such Purchase Order until the Purchase Order specified assignment end date.

37. PE's may require Contractor, and Contractor shall, track IT Professional time via electronic time and attendance system.

The following exhibit sets forth the Services and Deliverables time table the Contractor shall follow under this Agreement.

The Contractor shall provide Monthly Status Reports to the State Project Manager as defined in Exhibit 2. The Contractor shall perform quarterly reviews and provide reports to the State Project Manager as defined in Exhibit 2. Contractor shall provide training and training materials at the times required in Exhibit 2.

IMPLEMENTATION SCHEDULE		
	DELIVERABLE	TIMEFRAME
Requirements Phase		
1	Project initiation meeting	Within xxxxxx days/weeks after notification
2	Project work plan and schedule	Within xxxxxx business days after Project initiation meeting
3	Software Strategy and Plan	Within xxxxxx business days after Project initiation meeting, and throughout the Project until successful UAT completion.
4	Deployment strategy & plan	Within xxxxxx business days after Project initiation meeting
Design Phase		
5	Design validation sessions	To be set by Department
6	Modified Gap Analysis	Within xxxxxx working days after last design validation session
7	Implementation plan	Within xxxxxx months after Project initiation meeting
8	Change management plan	Within xxxxxx) months after Project initiation meeting
9	Testing plan	Within xxxxxx months after Project initiation meeting
10	Training plan	Within xxxxxx months after Project initiation meeting
11	Security plan	Within xxxxxx months after Project initiation meeting
12	Final system requirements document	Within xxxxxx working days after acceptance of the system gap analysis document by the Department
Development Phase		
13	System modification initiation meeting	Within xxxxxx business days after acceptance of the Final System Requirements Document

14	Data model	Within xxxxxx business days after System modification initiation meeting
15	Detailed design document	Within xxxxxx business days after System modification initiation meeting
16	Certificate of Readiness for UAT	Upon completion of final test prior to UAT, but no later than one (1) week prior to UAT start date
17	Site readiness checklist template	No later than xxxxxx months prior to Pilot start date as defined in the Implementation Plan.
18	Test System software	At least xxxxxx calendar days prior to UAT start date
19	Perform pre-UAT key function walkthrough	At least xxxxxx week prior to UAT start date
20	Provide on-site assistance during the UAT	Throughout UAT
21	Set up and prepare UAT test environment	At least xxxxxx week prior to UAT start date
22	Deliver UAT testing tools	Approved by and delivered to at least xxxxxx week prior to UAT start date.
23	Provide support during UAT	Throughout UAT testing activities
24	Provide UAT outcome metrics report	Within xxxxxx working days after completion of UAT
Pilot Phase		
25	Convene pilot operations initiation meeting	No later than xxxxxx months prior to Pilot start date, as defined in the Implementation Plan.
26	Data conversion	A test data conversion shall be performed for Pilot at least xxxxxx weeks prior to Pilot. Actual conversion will be done during Pilot and individually for each subsequent Site.
27	Provide Pilot test oversight and consultation	Throughout Pilot
28	Provide Pilot related software modifications and testing	As needed throughout Pilot
29	Prepare Pilot evaluation report	Within xxxxxx working days after the end of Pilot
Roll Out Phase		
30	Convene System rollout initiation meeting	Approximately xxxxxx month into Pilot operations.
31	Provide statewide system implementation training and materials	Within one week prior to rollout at each Site. Hard copies of training materials for all participants shall be received at the Sites at least xxxxxx working days prior to training

32	Provide System rollout oversight, consultation, and assistance	Throughout rollout of the System.
33	Provide comprehensive system documentation updated to reflect System	Within xxxxxx days after the rollout of the System to the final Site.
Warranty Phase		
34	One year Warranty Period	For one year from the Acceptance Date of the System.
35	System problem fixes and written reports	Defects will be addressed as they are reported and resolved, within the one year Warranty Period. Any defects identified during the Warranty Period shall be resolved, even if the Warranty Period ends during the repair process.

SAMPLE - FORMAT ONLY

1. PERFORMANCE REQUIREMENTS

The Contractor shall adhere to the following service levels:

Performance Metric	Goal	Performance Target	Description	Calculation	Frequency of Review
Requisition Confirmation Response time	4 business hours	92% or higher	Measures average response time from receipt of request to confirmation of request receipt.	Number of requisitions which received confirmation within 4 hours / total number of	monthly
Resume Submittal Response time	4 business days	92% or higher	Measures average response time from receipt of request to delivery of first candidate's resume.	Number of requisitions which received first batch of resumes for review within 72 hours / total number of requisitions.	monthly
Normal Fill Rate	N/A	92% or higher	Measures Contractor's ability to satisfactorily fulfill requisitions: Indicates how many requisitions are open.	Total number of filled positions at month end / total number of requisitions that have been in place over 2 weeks.	monthly
Normal Round 1 Fill Rate	N/A	80% or higher	Measures Contractor's ability to satisfactorily fulfill requisitions within first round of resumes submitted to requestor (normal requisitions).	Total number of filled positions resulting from the first round of resumes / total number of requisitions filled.	monthly
Urgent Flagged Submittal Response Time	2 business days	92% or higher	Measures average response time from receipt of URGENT request to delivery of first candidate's resume.	Number of URGENT requisitions that received first batch of resumes for review within 24 hours / total number of URGENT	monthly
Urgent Fill Rate	N/A	92% or higher	Measures Contractor's ability to fulfill requisitions: Indicates how many requisitions are open.	Total number of URGENT filled positions at month end / total number of requisitions that have been in place over 2 weeks.	monthly
Urgent Round 1 Fill Rate	N/A	90% or higher	Measures Contractor's ability to fulfill requisitions within first round of resumes submitted to requestor (URGENT requisitions).	Total number of URGENT filled positions resulting from the first round of resumes / total number of requisitions filled.	monthly
Attrition Rate	N/A	8% or lower	Measures resource turnover due to unplanned situations that are not caused by the State, not including inadequate performance, death, serious illness, etc.	Number of unplanned turnovers / total number of resources.	monthly
Performance Removal	N/A	5% or lower	Measures resource turnover due to inadequate resource performance.	Number of turnovers (due to inadequate performance) / total number of resources.	monthly
Offering Opportunity to the Network	N/A	30% or higher	Measure of how many resource resumes, provided to the State after requisition, are from the Contractor's subcontractor network.	Total number of resumes provided to the State from subcontractor resource pools / total number of resumes provided to the State.	monthly
Usage of Network	N/A	90% or higher	Measure of how many subcontractor resources are selected by the State.	Number of subcontractor resources selected within period / total number of resources	monthly
Customer Service Survey Results	Monthly survey of the satisfaction of the agency requestor with the resource(s) placed at that agency by the Contractor. Survey will highlight positive and negative points about the Contractor's processes and resources in order to identify areas for improvement. The State Contract Manager will review and include overall results as part of the scorecard.				

1. The table above provides a minimum set of service levels that the Contractor must meet or exceed throughout the life of the Contract in order to remain in good standing. Contractors will be required to contribute regularly through this process in a variety of ways. The Contractors shall meet periodically at the request of the the Lead State and the NASPO ValuePoint Sourcing Team for Contract discussions. The Contractors will have the opportunity to provide the Lead State and the NASPO ValuePoint sourcing team with suggestions on how to improve its own processes relating to IT Professional services.
 - a) A scorecard will be developed by the NASPO ValuePoint sourcing team for each Contractor, which will include the minimum performance metrics and threshold required. It is expected that the final service levels agreed upon by the Contractors will be higher than these proposed minimum requirements.
 - b) Contractors shall submit to individual State contract coordinators monthly, electronic reports showing performance metric, performance target for the applicable state and the associated data used to determine the performance indicators. Contractors shall submit to the NASPO ValuePoint sourcing team a monthly report showing performance metrics, performance targets and associated data for all Participating Entities.
 - c) The State's contract coordinators will score the Contractor monthly over the initial 12 month period from start date of the Contract and quarterly thereafter. Scoring shall be based on the performance metrics report, the Contractor's ability to exceed the metrics and feedback received by the State's contract coordinator from Participating Entities.
 - d) If any service deficiencies are identified across the Contract or the minimum thresholds are not met, the following actions will be implemented by the Lead State to ensure that the level of service improves.
 1. A discussion will take place between the Contractor representatives and the Lead State. The Contractor will be given a warning, and a plan will be developed to improve on the problem areas within two (2) months.
 2. If after the two months the minimum thresholds are not met, the Contractor will be placed on probation, and given three (3) months to improve their overall service score.
 3. If within the three (3) month probationary period the minimum thresholds are not met, the Contractor(s) will be required to give a three percent (3%) rebate on the month's revenue back to each agency which has provided revenue to the Contractor. and the Contract may be terminated.
 4. Should this process occur more than two times throughout the life of the contract, this may be cause for the Lead State to terminate the Contract.

Notification Procedure:

- a. If Contractor becomes aware of the occurrence of any of the above failures, Contractor shall notify the PE of the occurrence and nature of the failure through the email distribution provided to Contractor by the PE. If a field technician is required, Contractor's Dispatch or Field Technician shall contact the affected facility's supervisor or designated contact with an estimated time of arrival. Notification of resolution of the failure and how resolved shall be provided to the PE through the email distribution. Response and resolution times shall be pursuant to the table above.
- b. If the PE becomes aware of the occurrence of the any of the above failures, and has not received notification from Contractor, the PE shall notify Contractor of the occurrence and nature of the failure by calling the toll free telephone number provided by Contractor. Said telephone line shall be manned 24 hours a day by live personnel. If a field technician is required, Contractor's Dispatch or Field Technician shall contact the affected facility's supervisor or designated contact with an estimated time of arrival. Notification of resolution of the failure shall be

provided by Contractor directly to the individual who reported the failure and by email distribution provided to Contractor by the PE. The email notification shall state how the failure was resolved. Response and resolution times shall be pursuant to the table above.

2. ESCALATION PROCEDURE

The Contractor and the PE shall adhere to the following escalation procedures:

Priority Level	Description	Response Time	Repair Time	Escalation	Contact Information
1					
2					
3					
4					
5					