

MASTER AGREEMENT
between
**Connecticut State Colleges and Universities on behalf of Connecticut State University System, the
Community-Technical Colleges, and Charter Oak State College**
and
Spruce Technology, Inc.

This Master Agreement (“Contract”), is entered into by and between the **Connecticut State Colleges and Universities**, a constituent unit of the State of Connecticut System of Higher Education, with an address of 61 Woodland Street, Hartford, Connecticut 06105 (hereinafter “CSCU” or the “Institution”), and **Spruce Technology, Inc.** (hereinafter “Spruce” or “Contractor”), with a principal place of business at 1149 Bloomfield Avenue, Suite G, Clifton, NJ 07012, to provide Information Technology Solutions including Hardware, Software, Supplies and Services.

1. TERM OF THE AGREEMENT

This Contract shall become effective only as of the date of signature by Institution’s authorized officials and, the date of approval by the Office of the Attorney General (OAG), if applicable, whichever occurs last, and shall continue in effect until June 30, 2024 unless terminated earlier in accordance with the terms of Section 8.6 below. This Contract may be extended for up to five (5) additional extensions of one (1) year each, or parts thereof, to a maximum final expiration date of June 30, 2029, by written contract amendment(s) signed by the parties hereto and approved by the OAG when applicable.

2. PROCUREMENT ENTITIES

2.1 This Contract or Master Agreement is awarded consequent to RFP CSCU-1902 (“the RFP”), which was jointly issued by CSCU together the University of Connecticut (“UConn”). All Constituent Units of the State of Connecticut System of Higher Education may purchase products and/or services within the delimits of the Agreement. The descriptions of the CSCU institutions can be found on Appendix B of this Contract.

2.2 Definition: Procurement Entity. For purposes of this Contract, “Procurement Entity” refers to any individual agency, educational institution, or other entity purchasing goods and/or services under the terms of this Contract.

2.3 Addition Procurement Entities. At Contractor’s discretion, this Contract may be extended to public schools, municipalities, agencies or political subdivisions of the State of Connecticut, and quasi-public procurement units of the State, as well as any member institution of the Connecticut Colleges Purchasing Group (CCPG). In accordance with CGS 4a-53(b), Connecticut executive branch agencies must obtain authorization from the Department of Administrative Services/Procurement Division for the use of this Contract.

2.4 Policy. All services must be delivered within the governance of the CSCU Information Technology policies as found at <http://www.ct.edu/it/policy>. Non-CSCU participating Procurement Entities, including but not limited to UConn, may have their own respective policies, governance of which shall apply to services conducted by the Contractor for and at such respective entity, and may require Contractor to adhere to certain standards in compliance with such policies.

2.5 Financial Responsibility. CSCU shall not be financially responsible for payment of any other Procurement Entity’s purchase of goods and/or services.

3. GENERAL SCOPE OF SERVICES

Information Technology Solutions provided may be physical or virtual in form and, therefore, may be of the following defined categories: Hardware, Software, Information Technology (“IT”) Services. The general categories of the scope of services are as follows:

3.1 Hardware

IT Hardware includes computers, appliances and devices capable of the processing of data and/or networked voice or data communications and may include the following:

3.1.1 Computing solutions including and not limited to servers, workstations, desktops, laptops, tablets, handheld (including telephonic) devices, robotics, programmable manufacturing or service industry systems, computer-based classroom technology products, et al.

3.1.2 Peripheral equipment and devices for input or output purposes. Such include but are not limited to mouse, keyboard, user interface device, printer (2D/3D), scanner, plotter, monitor, image processor, copier, shredder, et al.

3.1.3 Audio and/or Visual solutions including camera systems (still or video; analog, digital, or optical), sound systems, broadcast communications systems, imaging systems, image display systems such as for classroom or office or advertising or large-screen display/processing. System application may be for business, classroom education, vocational laboratory, graphics, physical or data security, surveillance, public interface, et al.

3.1.4 IT Infrastructure hardware such as routers, modems, firewalls, appliances, power supplies; data storage devices and/or solutions of any type.

3.1.5 IT Physical Plant Hardware necessary to the operation of the technology includes furniture, racks, carts, fixtures, wiring/cabling, specialized tools, et al. Installation of furniture, racks, fixtures and other such items may require structural modification of the facility into which installed. Such work is considered to be within the scope of IT Services defined in Section 3.3 of this Agreement.

3.1.6 Consumable Supplies, such as are necessary in order that an IT device can function, may be considered within the scope of this Agreement. For example, toner, parts, portable media or other material necessary for a printer (2D/3D) to deliver its output is implied to be within the scope of the Agreement to provide product or services are considered Consumable Supplies.

3.2 Software

IT Software includes system software, including virtual software, and communications software and end-user application solutions required to perform or facilitate any functional task including and not limited to business administrative, academic administrative, vocational training, teaching and learning, scientific/research, engineering, security and monitoring. This includes software necessary for the hardware to perform its function.

3.3 IT Services

IT Services include and are not limited to installation, training, support, maintenance, professional services, repair and/or refurbishment, equipment buy-back, asset disposition, Software as a Service (SaaS), Infrastructure as a Service (IaaS), Platform as a Service ("PaaS"), "Cloud" Solutions, Internet access, et al.

All services must be delivered within the governance of the policies and guidelines of the respective Procurement Entity ordering the service.

3.3.1 Statements of Work ("SOW") may be executed under this Contract. An SOW is a document that specifies the goods and/or services to be acquired and/or performed. For purposes of this Contract, a document that includes any request for services and/or acquisition of goods shall be considered to be an SOW even if it is not titled as such. Any individual SOW is in itself subject to and governed by the General State Contract Provisions of this Agreement, including the State's right to terminate for convenience (Section 8.6.1).

3.3.2 Order of Precedence. An SOW executed under the Contract may not contain terms or conditions that conflict with any of those in Section 8 of this Contract. In the event of a conflict of terms between this Contract and any SOW, Order Form, project document, communication, or any other document which may be associated to works ordered by the respective Procurement Entity under the Contract, the Contract shall govern and control.

3.3.2 Certifications. Professional Certifications of staff or sub-contractors assigned to defined projects or programs must be maintained as appropriate to the original equipment manufacturers whose products and/or services are included in the scope of the respective SOW.

3.3.3 Large-scale Projects may require that Prevailing Wage provisions apply. (see Section 4.3)

3.3.4 Asset disposition must be handled in compliance with State of Connecticut General Statutes and the State and/or Institution policies that are in place at the time of the Procurement Entity's ordering of specific pick-up. An SOW must be executed prior to any such disposal activity, and the articles to be disposed will be itemized either in the SOW or on a Bill-of-Lading signed by a duly authorized employee of the Procurement Entity, and a duly authorized employee of the Contractor.

Disposition of Capital Assets must be in compliance with guidelines set forth in the State of Connecticut Property Control Manual (<https://www.osc.ct.gov/manuals/PropertyCntl/chapter05.htm>).

4. ADDITIONAL REQUIREMENTS

4.1 Catalog of IT Products and Services. Contractor shall provide the following:

- 4.1.1 All products and related services available from the manufacturers or brands found on Appendix A;
- 4.1.2 Any other products and related services that Contractor distributes, though not listed on Appendix A;
- 4.1.3 Any future products and related services sold through Contractor.
- 4.1.4 Product upgrades and version changes.
- 4.1.5 Access to the product and services catalog, including list price minus discount and volume discounts for products and services, shall be available on Contractor's website, under the respective product and/or service description(s), for Institution view. Each Procurement Entity (i.e., institution) shall, upon its request, be given its own respective credentials to access the site.

4.2 Product Warranties

- 4.2.1 Contractor shall notify the ordering Institution of any pre-existing damage and/or deficiency of product to be delivered, in a reasonable time of Contractor becoming aware of such deficiency or damage.
- 4.2.2 Contractor shall, in conformance with such reasonable standards and conditions, receive, store and handle product in such manner necessary to ensure safe delivery of the product(s).
- 4.2.3 Contractor shall deliver the product(s) to the address of the ordering Institution, by the requested time and by the means designated.
- 4.2.4 Upon demonstration that Contractor did not cause any defect or damage in the product, Institution shall not hold Contractor liable for said defect or damage.

4.3 Special Use Provision

When the Department of Administrative Services ("DAS") Division of Construction Services makes a determination in its sole discretion that a particular project meets the criteria established by Connecticut General Statutes ("C.G.S.") § 31-53 regarding prevailing wages, then the Contract for such project is subject to prevailing wages and, accordingly, the following paragraph applies and is made a part of the Contract in accordance with the requirements of C.G.S. Sec. 31-53(a):

The wages paid on an hourly basis to any person performing the work of any mechanic, laborer or worker on the work herein contracted to be done and the amount of payment or contribution paid or payable on behalf of each such person to any employee welfare fund, as defined in subsection (i) of this section, shall be at a rate equal to the rate customary or prevailing for the same work in the same trade or occupation in the town in which such public works project is being constructed. Any contractor who is not obligated by agreement to make payment or contribution on behalf of such persons to any such employee welfare fund shall pay to each mechanic, laborer or worker as part of such person's wages the amount of payment or contribution for such person's classification on each pay day.

CSCU reserves the right to obtain services by solicitation on the open market for projects in excess of \$100,000. Please note that any projects in excess of \$100,000, or new construction in excess of \$400,000 are subject to prevailing wage rates as published by the State of Connecticut Department of Labor.

4.4 Other Conditions

4.4.1 Compliance. This Contract is in full compliance with the statutes and regulations of the State of Connecticut and includes the Contract Provisions required by the State. Any portion of the Contract determined to be in conflict with said statutes and/or regulations will be interpreted so as to be in compliance.

4.4.2 Contractor shall comply with all applicable CSCU Policies when doing business with CSCU institutions, including the Ethical Conduct Policy (i.e., Ethics Statement), which may be found by visiting: <http://www.ct.edu/files/pdfs/hr-policy-ethics.pdf>.

4.4.3 Summary Reporting. For the purpose of the effective management of this Contract, Contractor shall provide, to the CSCU officer designated in Section 7.1.1, an annual summary report of all procurements under this Contract; this as part of an annual review of the account. Interim or ad hoc reports may also be requested as may be determined by the contacts (7.1.1 and 7.1.2) as necessary. For the reporting period of such reports, information shall include, at a minimum, the dollar volume of purchases per Procurement Entity and categorized by the categories as defined in Section 3 of the Contract.

5. COST AND PRICING

5.1 Maximum Amount of Contract: Not to exceed \$5,000,000.00

5.2 Pricing is defined on the tables on Appendix A.

5.3 Promotions and Discounts

5.3.1 Product and service list price minus discount shall include all available discounts.

5.3.2 The minimum discount for that product or service is the list price minus the discount listed in the Contract.

5.3.3 New and/or additional products offered through distribution by Contractor shall be available for purchase at a discount equal to or greater than the discount available for like kind or similar products. New versions of existing products shall be available for purchase at a discount that is the same or greater than the earlier version.

5.3.4 Volume Discounts and Promotions. Additional discounts shall be available and applied for volume purchases and promotions whenever, for overall business or for certain manufacturers represented through you, volume discounts may be made available. Sub-agreements for such programs may be negotiated under the terms of this contract.

5.3.5 Comparability. Contractor agrees that all prices, terms, warranties, and benefits granted by Contractor are comparable to or better than the equivalent terms offered by Contractor to any present end-user customer for the same volume of business. Except as otherwise provided herein, if Contractor shall, during term of Agreement, enter into arrangements with any other end-user customer of the comparable size and volume of sales, such including any consortium or other purchasing collective, providing greater benefits or more favorable terms for the same products and/or services, Contractor shall be obligated to provide same to the Institution.

5.3.6 Consortium or Government Contracts. If Customer is a member of a consortium with whom the Contractor has a contract, or if Contractor has a contract with another sovereign jurisdiction, Customer shall be eligible for the lowest pricing afforded under all such agreements.

5.4 Pricing Structure. Contractor agrees that there shall be no pricing structure increases during the initial term of the agreement nor during any term extension executed by amendment; unless such amendment is approved by the Attorney General.

5.5 Rebates and/or Incentive Programs. Where applicable to a specific Institution that is or may become a Procuring Entity under this Agreement, Contractor may make additional incentives available, which may include and not be limited to eProcurement platform presence discounts and/or rebates and/or annual volume or aggregate contract spend rebates and/or incentives. An institution's spend-related rebates and/or incentives shall be managed by and provided directly to the designated contract manager of the respective Institution.

5.6 Delivery. Contractor shall provide free download access and/or ground shipping for all items purchased. Reasonable costs, pre-agreed upon between Contractor and Procurement Entity, which may apply for special shipping situations (e.g., overnight, large shipment, etc.) shall be paid by the Procurement Entity that issued the Purchase Order for such item(s).

5.7 Uniform Guidance Requirements for Federally Funded Purchases. To ensure compliance with federal grant requirements as established by the federal government's Office of Management and Budget (OMB), any purchases funded with federal grant funds made against the contracts resulting from this Master Agreement cannot be based on a "cost plus" contract costing model. Respondents are encouraged to consider this key requirement when developing the financial component to their proposal as a substantial amount of potential spend may be

leveraging federal grant funds. For additional information on Uniform Guidance please visit <https://purchasing.uconn.edu/uniform-guidance/>.

6. INVOICING AND PAYMENT

6.1 Contractor shall submit invoices in accordance with this schedule:

6.1.1 An invoice may be submitted only upon receipt of Purchase Order duly issued by the Institution.

6.1.2 Invoices shall include, at a minimum, the Contractor name, the Purchase Order Number, the invoice date, the billing period, and an itemization of expenses invoiced.

6.1.3 Invoices are to be directed to the address designated by the respective Procurement Entity. In the case of purchases by CSCU, the designated address for electronic invoicing is so-ap-csu@ct.edu.

6.1.4 Payment shall be made by the Procurement Entity to the Contractor within forty-five (45) days after receipt of properly executed and approved invoice.

6.2 **Taxes.** The State of Connecticut is exempt from the payment of taxes. Therefore, Contractor invoices should not reflect the inclusion of any taxes whatsoever on services or work performed under this Contract.

7. NOTICES AND POINTS OF CONTACT

7.1 Points of Contact

7.1.1 Contractor should direct all procurement contract questions, including scope and performance of services to: Dr. Steve Gorman , Ed.D., PMP, IT Contracts & Compliance Officer 860-723-0110 / gormans@ct.edu

7.1.2 Contracting Agency should address all procurement contract questions to: Kristen Mazza Director of Contracts 862-225-9302 / Sales@sprucetech.com

7.2 **Notices.** All notices, demands or requests provided for or permitted to be given pursuant to this Agreement must be in writing. All notices, demands and requests shall be deemed to have been properly served if given by personal delivery, or if transmitted by facsimile with confirmed receipt, or if delivered to Federal Express or other reputable express carrier for next business day delivery, charges billed to or prepaid by shipper; or if deposited in the United States mail, registered or certified with return receipt requested, proper postage prepaid, addressed as follows:

If to the Institution:	Connecticut State Colleges and Universities 61 Woodland Street – Suite 204 Hartford, CT 06105 Attn – Chief Information Officer
If to the Contractor:	Spruce Technology, Inc. 1149 Bloomfield Avenue, Suite G Clifton, NJ 07012 Attn – Kristen Mazza

[Note: Any party may change its Notice information in writing in accordance with this Section 6.]

8. GENERAL STATE CONTRACT PROVISIONS

8.1 **Statutory Authority.** C.G.S. §§ 10a-6, 10a-1b, 4a-52a, and/or 10a-151b provide the Institution with authority to enter into contracts in the pursuit of its mission.

8.2 **Claims Against the State.** The Contractor agrees that the sole and exclusive means for the presentation of any claim against the State of Connecticut or the Institution arising from this Contract shall be in accordance with Chapter 53 of the Connecticut General Statutes (Claims Against the State) and the Contractor further agrees not to initiate any legal proceedings in any state or federal court in addition to, or in lieu of, said Chapter 53 proceedings.

8.3 Indemnification and Insurance:

(a) The Contractor shall indemnify, defend and hold harmless the State of Connecticut as well as all Departments, officers, agents, and employees of the State and its officers, representatives, agents, servants, employees, successors and assigns from and against any and all (1) claims arising, directly or indirectly, in connection with the Contract,

including the acts of commission or omission (collectively, the "Acts") of the Contractor or contractor parties; and (2) liabilities, damages, losses, costs and expenses, including but not limited to, attorneys' and other professionals' fees, arising, directly or indirectly, in connection with claims, Acts or the contract. The Contractor shall use counsel reasonably acceptable to the State in carrying out its obligations under this section. The Contractor's obligations under this section to indemnify, defend and hold harmless against claims includes claims concerning confidentiality of any part of or all of the Contractor's bid, proposal or any records, any intellectual property rights, other proprietary rights of any person or entity, copyrighted or uncopyrighted compositions, secret processes, patented or unpatented inventions, articles or appliances furnished or used in the performance.

(b) The Contractor shall not be responsible for indemnifying or holding the State harmless from any liability arising due to the negligence of the State or any third party acting under the direct control or supervision of the State.

(c) The Contractor shall reimburse the State for any and all damages to the real or personal property of the State caused by the Acts of the Contractor or any contractor parties. The State shall give the Contractor reasonable notice of any such claims.

(d) The Contractor's duties under this section shall remain fully in effect and binding in accordance with the terms and conditions of the Contract, without being lessened or compromised in any way, even where the Contractor is alleged or is found to have merely contributed in part to the Acts giving rise to the claims and/or where the State is alleged or is found to have contributed to the Acts giving rise to the claims.

(e) The Contractor shall carry and maintain at all times during the term of the Contract, and during the time that any provisions survive the term of the Contract, sufficient general liability insurance to satisfy its obligations under this Contract. The Contractor shall cause the State to be named as an additional insured on the policy and shall provide (1) a certificate of insurance, (2) the declaration page and (3) the additional insured endorsement to the policy to the Client Agency prior to the Effective Date of the Contract evidencing that the State is an additional insured. The Contractor shall not begin Performance until the delivery of these three documents to the Client Agency. State shall be entitled to recover under the insurance policy even if a body of competent jurisdiction determines that State is contributorily negligent.

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

8.4 Sovereign Immunity. The parties acknowledge and agree that nothing in this contract shall be construed as a modification, compromise or waiver by the State of any rights or defenses of any immunities provided by Federal law or the laws of the State of Connecticut to the State or any of its officers and employees, which they may have had, now have or will have with respect to all matters arising out of this contract. To the extent that this section conflicts with any other section, this section shall govern.

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

8.6 Termination.

8.6.1 Notwithstanding any provisions in this contract, the Institution, through a duly authorized employee, may terminate the Contract whenever the Institution makes a written determination that such termination is in the best interests of the State. The Institution 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.

8.6.2 Notwithstanding any provisions in this contract, the Institution, 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 following breach provision:

Breach. If either party breaches the contract in any respect, the non-breaching party shall provide written notice of the breach to the breaching party and afford the breaching party an opportunity to cure within ten (10) days from the date that the breaching party receives the notice. In the case of a Contractor breach, any other time period which the Institution sets forth in the notice shall trump the ten (10) days. 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. The notice may include an effective contract termination date if the breach is not cured by the stated date and, unless otherwise modified by the non-breaching party in writing prior to the termination 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 contract termination date, then the non-breaching party may terminate the contract by giving the breaching party no less than twenty four (24) hours' prior written notice. If the Institution believes that the Contractor has not performed according to the contract, the Institution may withhold payment in whole or in part pending resolution of the performance issue, provided that the Institution notifies the Contractor in writing prior to the date that the payment would have been due.

8.6.3 The Institution 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 the Institution for purposes of correspondence, or by hand delivery. Upon receiving the notice from the Institution, the Contractor shall immediately discontinue all services affected in accordance with the notice, undertake all commercially reasonable efforts to mitigate any losses or damages, and deliver to the Institution all records. The records are deemed to be the property of the Institution and the Contractor shall deliver them to the Institution 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 Institution 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.

8.6.4 Upon receipt of a written notice of termination from the Institution, the Contractor shall cease operations as the Institution directs in the notice, and take all actions that are necessary or appropriate, or that the Institution may reasonably direct, for the protection, and preservation of the goods and any other property. Except for any work which the Institution 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.

8.6.5 The Institution shall, within forty-five (45) days of the effective date of termination; reimburse the Contractor for its performance rendered and accepted by the Institution in accordance with the terms of this contract, in addition to all actual and 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 Institution is not obligated to tender to the Contractor any payments for anticipated or lost profits. Upon request by the Institution, the Contractor shall assign to the Institution, or any replacement Contractor which the Institution designates, all subcontracts, purchase orders and other commitments, deliver to the Institution all records and other information pertaining to its performance, and remove from State premises, whether leased or owned, all of Contractor's property, equipment, waste material and rubbish related to its performance, all as the Institution may request.

8.6.6 For breach or violation of any of the provisions in the section concerning representations and warranties, the Institution 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.

8.6.7 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.

8.6.8 Termination of the contract pursuant to this section shall not be deemed to be a breach of contract by the Institution.

8.7 Entire Agreement and Amendment. This written contract shall constitute the entire agreement between the parties and no other terms and conditions in any document, acceptance or acknowledgment shall be effective or binding unless expressly agreed to in writing by the Institution. This contract may not be changed other than by a formal written contract amendment signed by the parties hereto and approved by the Connecticut Attorney General.

8.8 Nondiscrimination.

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

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

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

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

Contractor that such disability prevents performance of the work involved; (2) the Contractor agrees, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, to state that it is an "affirmative action-equal opportunity employer" in accordance with regulations adopted by the Commission; (3) the Contractor agrees to provide each labor union or representative of workers with which the Contractor has a collective bargaining Agreement or other contract or understanding and each vendor with which the Contractor has a contract or understanding, a notice to be provided by the Commission, advising the labor union or workers' representative of the Contractor's commitments under this section and to post copies of the notice in conspicuous places available to employees and applicants for employment; (4) the Contractor agrees to comply with each provision of this Section and C.G.S. §§ 46a-68e and 46a-68f and with each regulation or relevant order issued by said Commission pursuant to C.G.S. §§ 46a-56, 46a-68e, 46a-68f and 46a-86; 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 C.G.S. § 46a-56. If the contract is a public works contract, municipal public works contract or contract for a quasi-public agency project, the Contractor agrees and warrants that he or she will make good faith efforts to employ minority business enterprises as subcontractors and suppliers of materials on such public works or quasi-public agency projects.

- (c) Determination of the Contractor's good faith efforts shall include, but shall not be limited to, the following factors: The Contractor's employment and subcontracting policies, patterns and practices; affirmative advertising, recruitment and training; technical assistance activities and such other reasonable activities or efforts as the Commission may prescribe that are designed to ensure the participation of minority business enterprises in public works projects.
- (d) The Contractor shall develop and maintain adequate documentation, in a manner prescribed by the Commission, of its good faith efforts.
- (e) The Contractor shall include the provisions of subsection (b) of this Section in every subcontract or purchase order entered into in order to fulfill any obligation of a contract with the State and in every subcontract entered into in order to fulfill any obligation of a municipal public works contract for a quasi-public agency project, 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 C.G.S. § 46a-56, as amended; 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 regarding a State contract, the Contractor may request the State of Connecticut to enter into any such litigation or negotiation prior thereto to protect the interests of the State and the State may so enter.
- (f) The Contractor agrees to comply with the regulations referred to in this Section as they exist on the date of this Contract and as they may be adopted or amended from time to time during the term of this Contract and any amendments thereto.
- (g) (1) The Contractor agrees and warrants that in the performance of the Contract such Contractor will not discriminate or permit discrimination against any person or group of persons on the grounds of sexual orientation, in any manner prohibited by the laws of the United States or the State of Connecticut, and that employees are treated when employed without regard to their sexual orientation; (2) the Contractor agrees to provide each labor union or representative of workers with which such Contractor has a collective bargaining Agreement or other contract or understanding and each vendor with which such Contractor has a contract or understanding, a notice to be provided by the Commission on Human Rights and Opportunities advising the labor union or workers' representative of the Contractor's commitments under this section, and to post copies of the notice in conspicuous places available to employees and applicants for employment; (3) the Contractor agrees to comply with each provision of this section and with each regulation or relevant order issued by said Commission pursuant to C.G.S. § 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 C.G.S. § 46a-56.

(h) The Contractor shall include the provisions of the foregoing paragraph in every subcontract or purchase order entered into in order to fulfill any obligation of a contract with the State and such provisions shall be binding on a subcontractor, vendor or manufacturer unless exempted by regulations or orders of the Commission. The Contractor shall take such action with respect to any such subcontract or purchase order as the Commission may direct as a means of enforcing such provisions including sanctions for noncompliance in accordance with C.G.S. § 46a-56 as amended; 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 regarding a State contract, the Contractor may request the State of Connecticut to enter into any such litigation or negotiation prior thereto to protect the interests of the State and the State may so enter.

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

8.10 Force Majeure. If the performance of obligations under this Contract are rendered impossible or hazardous or is otherwise prevented or impaired due to illness, accident, Act(s) of God, riots, strikes, labor difficulties, epidemics, earthquakes, and/or any other cause or event, similar or dissimilar, beyond the control of the Contractor, then each party's obligations to the other under this Contract shall be excused and neither party shall have any liability to the other under or in connection with this Contract.

8.11 Campaign Contribution Restrictions. For all state contracts as defined in C.G.S. § 9-612(g)(2), as amended by Public Act 10-1 having a value in a calendar year of \$50,000 or more or a combination or series of such agreements or contracts having a value of \$100,000 or more, the authorized signatory to this Agreement expressly acknowledges receipt of the State Election 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, referenced herein as Exhibit A.

8.12 Contract Assignment. No right or duty, in whole or in part, of the Contractor under this Agreement may be assigned or delegated without the prior written consent of the institution.

8.13 Confidential Information. The Contractor acknowledges that it may have access to Confidential Information (as hereinafter defined). The Contractor agrees that it will use the Confidential Information solely for the purpose of performing its duties as a consultant and agrees that it will not divulge, furnish, publish or use for its own benefit or for the direct or indirect benefit of any other person or entity, whether or not for monetary gain, any Confidential Information.

For purposes of this Agreement, the term "Confidential Information" shall mean (i) all information related to the business operations, marketing plans, financial position and (ii) other business information and any other information disclosed to the Contractor. Confidential Information shall not include information which (i) is or becomes part of the public domain through no act or omission attributable to the Contractor, (ii) is released after prior written authorization or (iii) the Contractor receives from any third party who is unrelated to it and who is not under any obligation to maintain the confidentiality of such information.

8.14 Family Educational Rights and Privacy Act (FERPA). In all respects, Contractor shall comply with the provisions of the **Family Educational Rights and Privacy Act (FERPA)**. For purposes of this contract, FERPA includes any amendments or other relevant provisions of federal law, as well as all requirements of Chapter 99 of Title 34 of the Code of Federal Regulations, as amended from time to time. Nothing in this agreement may be construed to allow Contractor to maintain, use, disclose or share student information in a manner not allowed by federal law or regulation or by this contract. Contractor agrees that it shall not provide any student information

obtained under this contract to any party ineligible to receive data protected by FERPA. This section shall survive the termination, cancellation or expiration of the contract.

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

8.16 Whistleblower. 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 percent (20%) of the value of this contract. Each violation shall be a separate and distinct offense and in the case of a continuing violation, each calendar day's continuance of the violation shall be deemed to be a separate and distinct offense. The State may request that the Attorney General bring a civil action in the Superior Court for the Judicial District of Hartford to seek imposition and recovery of such civil penalty. In accordance with subsection (f) of such statute, each large state contractor, as defined in the statute, shall post a notice of the provisions of the statute relating to large state contractors in a conspicuous place which is readily available for viewing by the employees of the contractor.

8.17 Disclosure of Records. 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 the Freedom of Information Act (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.

8.18 Audit Requirements for State Grants. For purposes of this clause, the word "Contractor" shall be read to mean "nonstate entity," as that term is defined in C.G.S. § 4-230. The Contractor shall provide for an annual financial audit acceptable to the Institution for any expenditure of State-awarded funds made by the Contractor. Such audit shall include management letters and audit recommendations. The State Auditors of Public Accounts shall have access to all records and accounts for the fiscal year(s) in which the award was made. The Contractor will comply with federal and State single audit standards as applicable.

8.19 Audit Requirements for Federal Grants. For U.S. based, non-profit Contractors expending \$500,000 or more of federal awards in one year: *The Contractor agrees to comply with the requirements of Office of Management and Budget (OMB) Circular A-133. Contractor further agrees to provide the Institution with copies of all independent auditors' reports which cover the period of performance of this contract. Contractor will provide a copy of its response to auditors' reports and, in instances of non-compliance, a plan for corrective action. All records and reports prepared in accordance with the requirements of OMB Circular A-133 shall be made available for review or audit by appropriate officials of the Federal agency, Institution, or the General Accounting Office (GAO) during normal business hours.*

For U.S. based, non-profit Contractors expending less than \$500,000 of Federal awards in one year: Contractor agrees that all records pertaining to this agreement will be made available for review or audit by appropriate officials of the Federal agency, Institution, or the GAO during normal business hours.

8.20 Professional Standards. In rendering services under this contract, the Contractor shall conform to high professional standards of work and business ethic. The Contractor warrants that the services shall be performed: 1) in a professional and workmanlike manner; and 2) in accordance with generally and currently accepted principles and practices. During the term of this contract, the Contractor agrees to provide to Institution in a good and faithful manner, using its best efforts and in a manner that shall promote the interests of Institution, such services as Institution requests, provided in the contract.

8.21 Contractor's Standards of Conduct.

- (a) In order to insure the orderly and efficient performance of duties and services at the Institution and to protect the health, safety and welfare of all members of Institution's community the Contractor agrees that the following items are strictly prohibited while performing services under this Agreement:
- i. Use or possession of drugs or alcohol;
 - ii. Possession of firearms or illegal weapons anywhere on campus property including vehicles;
 - iii. Smoking in buildings;
 - iv. Harassment (sexual, racial or otherwise) or intimidation of anyone on the premises of the campus;
 - v. Violation of applicable traffic or public safety regulations or of Institution rules and procedures;
 - vi. Unauthorized use of Institution vehicles, equipment or property;
 - vii. Use of University telephones for personal business;
 - viii. Removal or theft of University property;
 - ix. Unauthorized duplication or possession of University keys;
 - x. Transfer of personal identification card or of parking pass to unauthorized personnel;
 - xi. Conduct or behavior that endangers the health, safety and welfare of any member of the public or of the University community;
 - xii. Interference with the work of other employees;
 - xiii. Work attire other than the specified uniform; and
 - xiv. Loud, vulgar behavior or the use of profanity.
- (b) Violation of Standards: Contractor will require its employees to comply with the standards listed in Section 7.20 (Professional Standards) and 7.21(a) above. The Institution may at its discretion recommend discharge of any employee of the Contractor found to be in violation of the standards listed above, or in violation of any law or standards adopted by the Institution from time to time, as required, to protect the health, safety and welfare of the Institution's community. Upon request of the Institution, Contractor shall remove any of its employees that violate said standards from assignments to be performed under this Agreement.
-


Signature Page Follows

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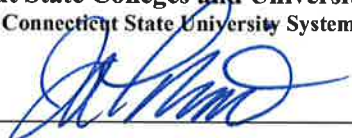
9. ACCEPTANCE OF THE AGREEMENT

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.

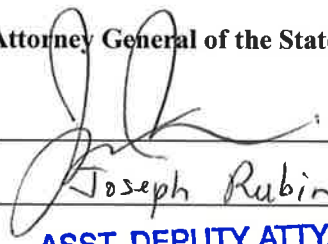
Spruce Technology, Inc.

By: 
Name: Kristen Mazza
Title: VP, Contracts
Date: 6/17/2019

Connecticut State Colleges and Universities
(on behalf of Connecticut State University System, the Community-Technical Colleges, and Charter Oak State College)

By: 
Name: Joseph Tolisano
Title: Chief Information Officer
Date: 6/18/19

By the Attorney General of the State of Connecticut

By: 
Name: Joseph Rubin
Title: ASST. DEPUTY ATTY. GENERAL
Date: 7/15/19

APPENDIX A – PRICING
(Page 1 of 16)

TABLE 4.4 - PRICING FOR IT HARDWARE LINES								Comments, Notes; poss re Related Supplies or Additional Svcs
HW KEY	Hardware Brand / Manufacturer	Sells New (Y/N)	Refurbished (Y/N)	Product Line Price (% Discount Off List)	Installation Svcs Pricing (% Discount Off List)	Maintenance/Support Svcs Pricing (% Discount Off List)	Training Svcs Pricing (% Discount Off List)	
6	4 Wall Entertainment	Y	N	10%	10%	5%	10%	
7	Y	Y	N	10%	10%	5%	10%	
11	ADC-Kentrox	Y	N	10%	10%	5%	10%	
13	AKG Acoustics	Y	N	10%	10%	5%	10%	
17	ALMO	Y	N	10%	10%	5%	10%	
26	AMX	Y	N	10%	10%	5%	10%	
28	Anchor	Y	N	10%	10%	5%	10%	
30	Anton Bauer	Y	N	10%	10%	5%	10%	
34	Ashley	Y	N	10%	10%	5%	10%	
37	Atlas Sound	Y	N	10%	10%	5%	10%	
38	Atlas/Soundolier	Y	N	10%	10%	5%	10%	
42	Audio-Technica	Y	N	10%	10%	5%	10%	
43	Aurora	Y	N	10%	10%	5%	10%	
51	Axis	Y	N	10%	10%	5%	10%	
54	B&H	Y	N	10%	10%	5%	10%	
56	Behringer	Y	N	10%	10%	5%	10%	
57	Belkin	Y	N	10%	10%	5%	10%	
58	Beseler	Y	N	10%	10%	5%	10%	
59	Beyerdynamic	Y	N	10%	10%	5%	10%	
61	BIAMP (incl. NEXIA)	Y	N	10%	10%	5%	10%	
64	BitTree	Y	N	10%	10%	5%	10%	
66	Black Magic	Y	N	10%	10%	5%	10%	
68	Bogen	Y	N	10%	10%	5%	10%	
69	Boland	Y	N	10%	10%	5%	10%	
70	Bose	Y	N	10%	10%	5%	10%	
72	Bretford	Y	N	10%	10%	5%	10%	
76	BTX Technologies	Y	N	10%	10%	5%	10%	
85	Canon	Y	N	10%	10%	5%	10%	
92	Chief	Y	N	10%	10%	5%	10%	
93	Christie	Y	N	10%	10%	5%	10%	
94	Chyron	Y	N	10%	10%	5%	10%	
97	Cisco	Y	N	10%	10%	5%	10%	
99	Clear-Com	Y	N	10%	10%	5%	10%	
100	ClearOne	Y	N	10%	10%	5%	10%	
102	Clock Audio	Y	N	10%	10%	5%	10%	
111	Crestron	Y	N	10%	10%	5%	10%	
113	Crown	Y	N	10%	10%	5%	10%	
114	Crystal Vision	Y	N	10%	10%	5%	10%	
119	Da-Lite	Y	N	10%	10%	5%	10%	
122	Daktronics (incl. Venus)	Y	N	10%	10%	5%	10%	
127	Denon	Y	N	10%	10%	5%	10%	
132	Draper	Y	N	10%	10%	5%	10%	
136	Echo Lab	Y	N	10%	10%	5%	10%	
137	Edirol / Roland	Y	N	10%	10%	5%	10%	
138	EIKI	Y	N	10%	10%	5%	10%	
140	ELMO	Y	N	10%	10%	5%	10%	
149	Epson	Y	N	10%	10%	5%	10%	
152	Extron	Y	N	10%	10%	5%	10%	
157	Fluke	Y	N	10%	10%	5%	10%	
160	Fortinet	Y	N	10%	10%	5%	10%	
165	Gator Cases Inc	Y	N	10%	10%	5%	10%	
171	Harris	Y	N	10%	10%	5%	10%	
175	Hitachi	Y	N	10%	10%	5%	10%	
183	InFocus	Y	N	10%	10%	5%	10%	
187	IQinVision	Y	N	10%	10%	5%	10%	
191	JBL	Y	N	10%	10%	5%	10%	
193	JVC	Y	N	10%	10%	5%	10%	
199	Klipsch	Y	N	10%	10%	5%	10%	
211	LG	Y	N	10%	10%	5%	10%	
215	Logitech	Y	N	10%	10%	5%	10%	
218	Mackie	Y	N	10%	10%	5%	10%	
222	Marantz	Y	N	10%	10%	5%	10%	
224	Marshall Furniture	Y	N	10%	10%	5%	10%	
240	Middle Atlantic	Y	N	10%	10%	5%	10%	

APPENDIX A – PRICING
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TABLE 4.4 - PRICING FOR IT HARDWARE LINES		Sells New (Y/N)	Refurbished (Y/N)	Product Line Price (% Discount Off List)	Installation Svcs Pricing (% Discount Off List)	Maintenance/Support Svcs Pricing (% Discount Off List)	Training Svcs Pricing (% Discount Off List)	Comments, Notes; poss re Related Supplies or Additional Svcs
HW KEY	Hardware Brand / Manufacturer							
253	NEC	Y	N	10%	10%	5%	10%	
265	NewTek	Y	N	10%	10%	5%	10%	
266	Nexta	Y	N	10%	10%	5%	10%	
288	Optoma	Y	N	10%	10%	5%	10%	
291	Palo Alto	Y	N	10%	10%	5%	10%	
292	Panasonic	Y	N	10%	10%	5%	10%	
295	Paso	Y	N	10%	10%	5%	10%	
297	Peavey	Y	N	10%	10%	5%	10%	
298	Pelco	Y	N	10%	10%	5%	10%	
300	Pesa	Y	N	10%	10%	5%	10%	
303	Polycorn	Y	N	10%	10%	5%	10%	
306	Presentation Systems	Y	N	10%	10%	5%	10%	
307	Pro Co Sound	Y	N	10%	10%	5%	10%	
313	QSC	Y	N	10%	10%	5%	10%	
315	Rane	Y	N	10%	10%	5%	10%	
322	Salient	Y	N	10%	10%	5%	10%	
323	Samsung	Y	N	10%	10%	5%	10%	
326	Sanyo	Y	N	10%	10%	5%	10%	
328	Savin	Y	N	10%	10%	5%	10%	
332	Schneider Electric (incl. APC, Fluke, Andover Continuum, Struxureware, etal)	Y	N	10%	10%	5%	10%	
335	Sennheiser	Y	N	10%	10%	5%	10%	
339	Sharp	Y	N	10%	10%	5%	10%	
341	Shure	Y	N	10%	10%	5%	10%	
353	Sony	Y	N	10%	10%	5%	10%	
354	SoundCraft	Y	N	10%	10%	5%	10%	
356	Soundstructure	Y	N	10%	10%	5%	10%	
362	Stewart	Y	N	10%	10%	5%	10%	
369	Tascam	Y	N	10%	10%	5%	10%	
374	Telex/ElectroVoice/Bosch	Y	N	10%	10%	5%	10%	
375	Teradek	Y	N	10%	10%	5%	10%	
379	Toshiba	Y	N	10%	10%	5%	10%	
382	Tripp Lite	Y	N	10%	10%	5%	10%	
389	Uteology Corporation	Y	N	10%	10%	5%	10%	
390	Vaddio	Y	N	10%	10%	5%	10%	
393	Vbrick	Y	N	10%	10%	5%	10%	
398	VideoTek	Y	N	10%	10%	5%	10%	
399	Viewsonic	Y	N	10%	10%	5%	10%	
403	Vizio	Y	N	10%	10%	5%	10%	
410	West Penn	Y	N	10%	10%	5%	10%	
414	Wire Mold	Y	N	10%	10%	5%	10%	
415	Wolfvision	Y	N	10%	10%	5%	10%	
418	Yamaha	Y	N	10%	10%	5%	10%	

[End of Table 4.4 – IT Hardware]

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TABLE A.5 - PRICING FOR IT SOFTWARE LINES		Software Product			Volume Discount		Product Training		Implementation Svcs		Maintenance/Upgrades		Use additional columns for comments/notes
SW KEY	IT SOFTWARE MANUFACTURER	List Price	% off List Price	% off List Price	Qty & Benchmark Notes	List Price	% off List Price	List Price	% off List Price	List Price	% off List Price		
2	Abelton Live (incl. Cycling 74)	\$1,149	5%			***	5%	***	10%	***	5%		Pricing for Product Training, Implementation Services, and Maintenance will be determined based on the number of users and necessary software capabilities.
3	ACAD-Plus	Please see comments	5%		Depends on plan	Please see comments	5%	Please see comments	10%	Please see comments	5%		There are several plans available under this software, so pricing will depend on the size of the plan procured and the specific client needs.
4	Access Manufacturing Systems	Please see comments	5%		Depends on software	Please see comments	5%	Please see comments	10%	Please see comments	5%		This company makes multiple softwares, so pricing will depend on the specific software requested.
6	Actifio	Please see comments	5%		Depends on plan	Please see comments	5%	Please see comments	10%	Please see comments	5%		There are several plans available under this software, so pricing will depend on the size of the plan procured and the specific client needs.
7	Acuity Scheduling	\$50	5%		per user, per month	***	5%	***	10%	***	5%		Pricing for Product Training, Implementation Services, and Maintenance will be determined based on the number of users and necessary software capabilities.
8	Adobe	Please see comments	5%		Depends on software	Please see comments	5%	Please see comments	10%	Please see comments	5%		This company makes multiple softwares, so pricing will depend on the specific software requested.
9	Agilent (incl. CrvialisPro)	Please see comments	5%		Depends on plan	Please see comments	5%	Please see comments	10%	Please see comments	5%		There are several plans available under this software, so pricing will depend on the size of the plan procured and the specific client needs.
10	Alerton	Please see comments	5%		Depends on plan	Please see comments	5%	Please see comments	10%	Please see comments	5%		There are several plans available under this software, so pricing will depend on the size of the plan procured and the specific client needs.
11	Alertus	Please see comments	5%		Depends on plan	Please see comments	5%	Please see comments	10%	Please see comments	5%		There are several plans available under this software, so pricing will depend on the size of the plan procured and the specific client needs.
13	Altiris	Please see comments	5%		Depends on plan	Please see comments	5%	Please see comments	10%	Please see comments	5%		There are several plans available under this software, so pricing will depend on the size of the plan procured and the specific client needs.
15	Amazon	Please see comments	5%		Depends on plan	Please see comments	5%	Please see comments	10%	Please see comments	5%		There are several plans available under this software, so pricing will depend on the size of the plan procured and the specific client needs.
16	AMETEK (incl. Solartron)	Please see comments	5%		Depends on plan	Please see comments	5%	Please see comments	10%	Please see comments	5%		There are several plans available under this software, so pricing will depend on the size of the plan procured and the specific client needs.
17	Amencal Speechsounds	Please see comments	5%		Depends on plan	Please see comments	5%	Please see comments	10%	Please see comments	5%		There are several plans available under this software, so pricing will depend on the size of the plan procured and the specific client needs.
19	Ansys	Please see comments	5%		Depends on plan	Please see comments	5%	Please see comments	10%	Please see comments	5%		There are several plans available under this software, so pricing will depend on the size of the plan procured and the specific client needs.
23	Articulate	\$649	5%		Per user, annually	***	5%	***	10%	***	5%		Pricing for Product Training, Implementation Services, and Maintenance will be determined based on the number of users and necessary software capabilities.
25	Atlas Systems (incl. ILiAD)	Please see comments	5%		Depends on plan	Please see comments	5%	Please see comments	10%	Please see comments	5%		There are several plans available under this software, so pricing will depend on the size of the plan procured and the specific client needs.
26	Atlassian	Please see comments	5%		Depends on plan	Please see comments	5%	Please see comments	10%	Please see comments	5%		There are several plans available under this software, so pricing will depend on the size of the plan procured and the specific client needs.
27	AutoDesk	Please see comments	5%		Depends on plan	Please see comments	5%	Please see comments	10%	Please see comments	5%		There are several plans available under this software, so pricing will depend on the size of the plan procured and the specific client needs.
28	Automation Studio	Please see comments	5%		Depends on plan	Please see comments	5%	Please see comments	10%	Please see comments	5%		There are several plans available under this software, so pricing will depend on the size of the plan procured and the specific client needs.
29	Automic	Please see comments	5%		Depends on plan	Please see comments	5%	Please see comments	10%	Please see comments	5%		There are several plans available under this software, so pricing will depend on the size of the plan procured and the specific client needs.
30	AvaSoft	Please see comments	5%		Depends on plan	Please see comments	5%	Please see comments	10%	Please see comments	5%		There are several plans available under this software, so pricing will depend on the size of the plan procured and the specific client needs.
31	Avid	Please see comments	5%		Depends on plan	Please see comments	5%	Please see comments	10%	Please see comments	5%		There are several plans available under this software, so pricing will depend on the size of the plan procured and the specific client needs.

APPENDIX A – PRICING
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TABLE 4.3 - PRICING FOR IT SOFTWARE LINES		Software Product			Volume Discount		Product Training		Implementation Fees		Maintenance/Upgrades		Use additional columns for comments/notes
SW KEY	IT SOFTWARE MANUFACTURER	List Price	% off List Price	% off List Price	Qty & Benchmark Notes	List Price	% off List Price	List Price	% off List Price	List Price	% off List Price		
32	AvidAria	Please see comments	5%		Depends on plan	Please see comments	5%	Please see comments	10%	Please see comments	5%	There are several plans available under this software, so pricing will depend on the size of the plan procured and the specific client needs.	
33	Axiom (SSD Technology Partners)	Please see comments	5%		Depends on plan	Please see comments	5%	Please see comments	10%	Please see comments	5%	There are several plans available under this software, so pricing will depend on the size of the plan procured and the specific client needs.	
34	Bamboo	Please see comments	5%		Depends on plan	Please see comments	5%	Please see comments	10%	Please see comments	5%	There are several plans available under this software, so pricing will depend on the size of the plan procured and the specific client needs.	
37	Bentley	Please see comments	5%		Depends on plan	Please see comments	5%	Please see comments	10%	Please see comments	5%	There are several plans available under this software, so pricing will depend on the size of the plan procured and the specific client needs.	
41	BlueBeam	Please see comments	5%		Depends on plan	Please see comments	5%	Please see comments	10%	Please see comments	5%	There are several plans available under this software, so pricing will depend on the size of the plan procured and the specific client needs.	
42	Bluebeam	Please see comments	5%		Depends on plan	Please see comments	5%	Please see comments	10%	Please see comments	5%	There are several plans available under this software, so pricing will depend on the size of the plan procured and the specific client needs.	
43	BlueSnap	Please see comments	5%		Depends on plan	Please see comments	5%	Please see comments	10%	Please see comments	5%	There are several plans available under this software, so pricing will depend on the size of the plan procured and the specific client needs.	
45	Bombich	Please see comments	5%		Depends on plan	Please see comments	5%	Please see comments	10%	Please see comments	5%	There are several plans available under this software, so pricing will depend on the size of the plan procured and the specific client needs.	
49	C&S Solutions	Please see comments	5%		Depends on plan	Please see comments	5%	Please see comments	10%	Please see comments	5%	There are several plans available under this software, so pricing will depend on the size of the plan procured and the specific client needs.	
50	Cadence	Please see comments	5%		Depends on plan	Please see comments	5%	Please see comments	10%	Please see comments	5%	There are several plans available under this software, so pricing will depend on the size of the plan procured and the specific client needs.	
52	CambridgeSoft	Please see comments	5%		Depends on plan	Please see comments	5%	Please see comments	10%	Please see comments	5%	There are several plans available under this software, so pricing will depend on the size of the plan procured and the specific client needs.	
53	CarnousWorks	Please see comments	5%		Depends on plan	Please see comments	5%	Please see comments	10%	Please see comments	5%	There are several plans available under this software, so pricing will depend on the size of the plan procured and the specific client needs.	
55	CCleaner	Please see comments	5%		Depends on plan	Please see comments	5%	Please see comments	10%	Please see comments	5%	There are several plans available under this software, so pricing will depend on the size of the plan procured and the specific client needs.	
56	Cedrus	Please see comments	5%		Depends on plan	Please see comments	5%	Please see comments	10%	Please see comments	5%	There are several plans available under this software, so pricing will depend on the size of the plan procured and the specific client needs.	
58	Checkpoint	Please see comments	5%		Depends on plan	Please see comments	5%	Please see comments	10%	Please see comments	5%	There are several plans available under this software, so pricing will depend on the size of the plan procured and the specific client needs.	
59	Ciena	Please see comments	5%		Depends on plan	Please see comments	5%	Please see comments	10%	Please see comments	5%	There are several plans available under this software, so pricing will depend on the size of the plan procured and the specific client needs.	
60	Chico	Please see comments	5%		Depends on client needs	Please see comments	5%	Please see comments	10%	Please see comments	5%	There are several plans available under this software, so pricing will depend on the size of the plan procured and the specific client needs.	
62	ClassApps	Please see comments	5%		Depends on plan	Please see comments	5%	Please see comments	10%	Please see comments	5%	There are several plans available under this software, so pricing will depend on the size of the plan procured and the specific client needs.	
63	ClickShare	Please see comments	5%		Depends on the software	Please see comments	5%	Please see comments	10%	Please see comments	5%	This company makes multiple softwares, so pricing will depend on the specific software requested.	
65	CodeSource	Please see comments	5%		Depends on plan	Please see comments	5%	Please see comments	10%	Please see comments	5%	There are several plans available under this software, so pricing will depend on the size of the plan procured and the specific client needs.	
66	CollegeBoard	Please see comments	5%		Depends on plan	Please see comments	5%	Please see comments	10%	Please see comments	5%	There are several plans available under this software, so pricing will depend on the size of the plan procured and the specific client needs.	
67	ColligoSource	Please see comments	5%		Depends on plan	Please see comments	5%	Please see comments	10%	Please see comments	5%	There are several plans available under this software, so pricing will depend on the size of the plan procured and the specific client needs.	

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TABLE 45 - PRICING FOR IT SOFTWARE LINES		Software Product		Volume Discount		Product Training		Implementation Svcs		Maintenance/Upgrades		Use additional columns for comments/notes
SW KEY	IT SOFTWARE MANUFACTURER	List Price	% off List Price	% off List Price	Qty & Benchmark Notes	List Price	% off List Price	List Price	% off List Price	List Price	% off List Price	
68	CompuTrace	Please see comments	5%		Depends on plan	Please see comments	5%	Please see comments	10%	Please see comments	5%	There are several plans available under this software, so pricing will depend on the size of the plan procured and the specific client needs.
69	Conduvis (incl. Diskeeper)	Please see comments	5%		Depends on plan	Please see comments	5%	Please see comments	10%	Please see comments	5%	There are several plans available under this software, so pricing will depend on the size of the plan procured and the specific client needs.
70	Continuum	Please see comments	5%		Depends on plan	Please see comments	5%	Please see comments	10%	Please see comments	5%	There are several plans available under this software, so pricing will depend on the size of the plan procured and the specific client needs.
71	Corel	Please see comments	5%		Depends on plan	Please see comments	5%	Please see comments	10%	Please see comments	5%	There are several plans available under this software, so pricing will depend on the size of the plan procured and the specific client needs.
73	Crowd	Please see comments	5%		Depends on plan	Please see comments	5%	Please see comments	10%	Please see comments	5%	There are several plans available under this software, so pricing will depend on the size of the plan procured and the specific client needs.
75	CyberLink	Please see comments	5%		Depends on plan	Please see comments	5%	Please see comments	10%	Please see comments	5%	There are several plans available under this software, so pricing will depend on the size of the plan procured and the specific client needs.
76	Cyliance	Please see comments	5%		Depends on plan	Please see comments	5%	Please see comments	10%	Please see comments	5%	There are several plans available under this software, so pricing will depend on the size of the plan procured and the specific client needs.
77	D-Tools	Please see comments	5%		Depends on plan	Please see comments	5%	Please see comments	10%	Please see comments	5%	There are several plans available under this software, so pricing will depend on the size of the plan procured and the specific client needs.
78	Daktronics (incl. Venus)	Please see comments	5%		Depends on plan	Please see comments	5%	Please see comments	10%	Please see comments	5%	There are several plans available under this software, so pricing will depend on the size of the plan procured and the specific client needs.
80	Dacot (incl. IdentityX)	Please see comments	5%		Depends on plan	Please see comments	5%	Please see comments	10%	Please see comments	5%	There are several plans available under this software, so pricing will depend on the size of the plan procured and the specific client needs.
81	DashLane	Please see comments	5%		Depends on plan	Please see comments	5%	Please see comments	10%	Please see comments	5%	There are several plans available under this software, so pricing will depend on the size of the plan procured and the specific client needs.
82	Data Management inc. (incl. TimeClock)	Please see comments	5%		Depends on plan	Please see comments	5%	Please see comments	10%	Please see comments	5%	There are several plans available under this software, so pricing will depend on the size of the plan procured and the specific client needs.
83	DataCore	Please see comments	5%		Depends on plan	Please see comments	5%	Please see comments	10%	Please see comments	5%	There are several plans available under this software, so pricing will depend on the size of the plan procured and the specific client needs.
84	Daydream Education	Please see comments	5%		Depends on software	Please see comments	5%	Please see comments	10%	Please see comments	5%	This company makes multiple softwares, so pricing will depend on the specific software requested
85	Dassault Systems	Please see comments	5%		Depends on software	Please see comments	5%	Please see comments	10%	Please see comments	5%	This company makes multiple softwares, so pricing will depend on the specific software requested
86	Dentrix	Please see comments	5%		Depends on client	Please see comments	5%	Please see comments	10%	Please see comments	5%	There are several plans available under this software, so pricing will depend on the size of the plan procured and the specific client needs.
87	Diamater Health	Please see comments	5%		Depends on software	Please see comments	5%	Please see comments	10%	Please see comments	5%	This company makes multiple softwares, so pricing will depend on the specific software requested
88	Digicollor	Please see comments	5%		Depends on plan	Please see comments	5%	Please see comments	10%	Please see comments	5%	There are several plans available under this software, so pricing will depend on the size of the plan procured and the specific client needs.
90	Digicert	Please see comments	5%		Depends on software	Please see comments	5%	Please see comments	10%	Please see comments	5%	This company makes multiple softwares, so pricing will depend on the specific software requested
91	DotSign	Please see comments	5%		Depends on plan	Please see comments	5%	Please see comments	10%	Please see comments	5%	There are several plans available under this software, so pricing will depend on the size of the plan procured and the specific client needs.
92	DotNetNuke	Please see comments	5%		Depends on software	Please see comments	5%	Please see comments	10%	Please see comments	5%	This company makes multiple softwares, so pricing will depend on the specific software requested
94	Duo	Please see comments	5%		Depends on plan	Please see comments	5%	Please see comments	10%	Please see comments	5%	There are several plans available under this software, so pricing will depend on the size of the plan procured and the specific client needs.
96	DyABPulse	Please see comments	5%		Depends on client needs	Please see comments	5%	Please see comments	10%	Please see comments	5%	There are several plans available under this software, so pricing will depend on the size of the plan procured and the specific client needs.

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TABLE 4.9 - PRICING FOR IT SOFTWARE LINES		Software Product		Volume Discount		Product Training		Implementation Svcs		Maintenance/Upgrades		Use additional columns for comments/notes
SW KEY	IT SOFTWARE MANUFACTURER	List Price	% off List Price	% off List Price	Qty & Benchmark Notes	List Price	% off List Price	List Price	% off List Price	List Price	% off List Price	
97	EAR	Please see comments	5%		Depends on plan	Please see comments	5%	Please see comments	10%	Please see comments	5%	There are several plans available under this software, so pricing will depend on the size of the plan procured and the specific client needs.
98	Echo160	Please see comments	5%		Depends on plan	Please see comments	5%	Please see comments	10%	Please see comments	5%	There are several plans available under this software, so pricing will depend on the size of the plan procured and the specific client needs.
99	eFax	Please see comments	5%		Depends on plan	Please see comments	5%	Please see comments	10%	Please see comments	5%	There are several plans available under this software, so pricing will depend on the size of the plan procured and the specific client needs.
100	Elucian	Please see comments	5%		Depends on plan	Please see comments	5%	Please see comments	10%	Please see comments	5%	There are several plans available under this software, so pricing will depend on the size of the plan procured and the specific client needs.
102	EmpiraSoft (incl. DirectAT)	Please see comments	5%		Depends on plan	Please see comments	5%	Please see comments	10%	Please see comments	5%	There are several plans available under this software, so pricing will depend on the size of the plan procured and the specific client needs.
103	EMS (Event Mgt Sys)	Please see comments	5%		Depends on plan	Please see comments	5%	Please see comments	10%	Please see comments	5%	There are several plans available under this software, so pricing will depend on the size of the plan procured and the specific client needs.
105	EndNote	\$250	5%		Per license	***	5%	***	10%	***	5%	Pricing for Product Training, Implementation Services, and Maintenance will be determined based on the number of users and necessary software capabilities
108	Erwin	Please see comments	5%		Depends on software	Please see comments	5%	Please see comments	10%	Please see comments	5%	This company makes multiple softwares, so pricing will depend on the specific software requested
109	EventID	Please see comments	5%		Depends on software	Please see comments	5%	Please see comments	10%	Please see comments	5%	This company makes multiple softwares, so pricing will depend on the specific software requested
110	eVisions	Please see comments	5%		Depends on plan	Please see comments	5%	Please see comments	10%	Please see comments	5%	There are several plans available under this software, so pricing will depend on the size of the plan procured and the specific client needs.
111	Exam View	Please see comments	5%		Depends on client needs	Please see comments	5%	Please see comments	10%	Please see comments	5%	There are several plans available under this software, so pricing will depend on the size of the plan procured and the specific client needs.
112	Exand	Please see comments	5%		Depends on client needs	Please see comments	5%	Please see comments	10%	Please see comments	5%	There are several plans available under this software, so pricing will depend on the size of the plan procured and the specific client needs.
114	Extensis	Please see comments	5%		Depends on client needs	Please see comments	5%	Please see comments	10%	Please see comments	5%	There are several plans available under this software, so pricing will depend on the size of the plan procured and the specific client needs.
115	Exeat	Please see comments	5%		Depends on client needs	Please see comments	5%	Please see comments	10%	Please see comments	5%	There are several plans available under this software, so pricing will depend on the size of the plan procured and the specific client needs.
116	FANUC	Please see comments	5%		Depends on software	Please see comments	5%	Please see comments	10%	Please see comments	5%	This company makes multiple softwares, so pricing will depend on the specific software requested
117	Faronics	Please see comments	5%		Depends on software	Please see comments	5%	Please see comments	10%	Please see comments	5%	This company makes multiple softwares, so pricing will depend on the specific software requested
118	Figure 53	Please see comments	5%		Depends on plan	Please see comments	5%	Please see comments	10%	Please see comments	5%	There are several plans available under this software, so pricing will depend on the size of the plan procured and the specific client needs.
119	FileMaker	Please see comments	5%		Depends on software	Please see comments	5%	Please see comments	10%	Please see comments	5%	This company makes multiple softwares, so pricing will depend on the specific software requested
120	Finalist Music	Please see comments	5%		Depends on plan	Please see comments	5%	Please see comments	10%	Please see comments	5%	This company makes multiple softwares, so pricing will depend on the specific software requested
121	FireEye	Please see comments	5%		Depends on software	Please see comments	5%	Please see comments	10%	Please see comments	5%	This company makes multiple softwares, so pricing will depend on the specific software requested
122	Fisher Scientific	Please see comments	5%		Depends on software	Please see comments	5%	Please see comments	10%	Please see comments	5%	This company makes multiple softwares, so pricing will depend on the specific software requested
123	Focusrite	Please see comments	5%		Depends on software	Please see comments	5%	Please see comments	10%	Please see comments	5%	This company makes multiple softwares, so pricing will depend on the specific software requested
125	Forsyte	Please see comments	5%		Depends on software	Please see comments	5%	Please see comments	10%	Please see comments	5%	This company makes multiple softwares, so pricing will depend on the specific software requested
126	Firmhelp	Please see comments	5%		Depends on software	Please see comments	5%	Please see comments	10%	Please see comments	5%	This company makes multiple softwares, so pricing will depend on the specific software requested
131	Genitor	Please see comments	5%		Depends on software	Please see comments	5%	Please see comments	10%	Please see comments	5%	This company makes multiple softwares, so pricing will depend on the specific software requested
132	Geometre Technologies	Please see comments	5%		Depends on software	Please see comments	5%	Please see comments	10%	Please see comments	5%	This company makes multiple softwares, so pricing will depend on the specific software requested

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TABLE 4.5- PRICING FOR IT SOFTWARE LINES		Software Product		Volume Discount		Product Training		Implementation Fees		Maintenance/Upgrades		Use additional columns for comments/notes
SW KEY	IT SOFTWARE MANUFACTURER	List Price	% off List Price	% off List Price	Qty & Benchmark Notes	List Price	% off List Price	List Price	% off List Price	List Price	% off List Price	
134	Graphic Software	Please see comments	5%		Depends on plan	Please see comments	5%	Please see comments	10%	Please see comments	5%	There are several plans available under this software, so pricing will depend on the size of the plan procured and the specific client needs.
135	GraphPad Software	Please see comments	5%		Depends on plan	Please see comments	5%	Please see comments	10%	Please see comments	5%	There are several plans available under this software, so pricing will depend on the size of the plan procured and the specific client needs.
137	Harmonic	Please see comments	5%		Depends on plan	Please see comments	5%	Please see comments	10%	Please see comments	5%	There are several plans available under this software, so pricing will depend on the size of the plan procured and the specific client needs.
138	Health & Allied Science Publishers	Please see comments	5%		Depends on plan	Please see comments	5%	Please see comments	10%	Please see comments	5%	There are several plans available under this software, so pricing will depend on the size of the plan procured and the specific client needs.
140	Hewlett Packard	Please see comments	5%		Depends on plan	Please see comments	5%	Please see comments	10%	Please see comments	5%	There are several plans available under this software, so pricing will depend on the size of the plan procured and the specific client needs.
141	Höyly	\$25	5%		per user, per month	***	5%	***	10%	***	5%	Pricing for Product Training, Implementation Services, and Maintenance will be determined based on the number of users and necessary software capabilities
144	IBM (incl. SPSS)	Please see comments	5%		Depends on client needs	Please see comments	5%	Please see comments	10%	Please see comments	5%	There are several plans available under this software, so pricing will depend on the size of the plan procured and the specific client needs.
145	iBOSS	\$35	5%		per user, per month	***	5%	***	10%	***	5%	Pricing for Product Training, Implementation Services, and Maintenance will be determined based on the number of users and necessary software capabilities
148	InCommon (Internet2)	Please see comments	5%		Depends on plan	Please see comments	5%	Please see comments	10%	Please see comments	5%	There are several plans available under this software, so pricing will depend on the size of the plan procured and the specific client needs.
149	Infinity Microscope	Please see comments	5%		Depends on plan	Please see comments	5%	Please see comments	10%	Please see comments	5%	There are several plans available under this software, so pricing will depend on the size of the plan procured and the specific client needs.
150	Informatica	Please see comments	5%		Depends on plan	Please see comments	5%	Please see comments	10%	Please see comments	5%	There are several plans available under this software, so pricing will depend on the size of the plan procured and the specific client needs.
151	InLighten Studio	Please see comments	5%		Depends on plan	Please see comments	5%	Please see comments	10%	Please see comments	5%	There are several plans available under this software, so pricing will depend on the size of the plan procured and the specific client needs.
152	Invision Systems (incl. MaxTRAQ)	\$300	5%		Per license	***	5%	***	10%	***	5%	Pricing for Product Training, Implementation Services, and Maintenance will be determined based on the number of users and necessary software capabilities
153	Inspiration	\$916	5%		Per license	***	5%	***	10%	***	5%	Pricing for Product Training, Implementation Services, and Maintenance will be determined based on the number of users and necessary software capabilities
154	Inubit	\$30	5%		Per month, Quickbooks Plus	***	5%	***	10%	***	5%	Pricing for Product Training, Implementation Services, and Maintenance will be determined based on the number of users and necessary software capabilities
156	ISI (incl. Infotrel)	Please see comments	5%		Depends on plan	Please see comments	5%	Please see comments	10%	Please see comments	5%	There are several plans available under this software, so pricing will depend on the size of the plan procured and the specific client needs.
159	IAMF	Please see comments	5%		Depends on client needs	Please see comments	5%	Please see comments	10%	Please see comments	5%	There are several plans available under this software, so pricing will depend on the size of the plan procured and the specific client needs.
160	IAWS	\$1,500	5%		Per license	***	5%	***	10%	***	5%	Pricing for Product Training, Implementation Services, and Maintenance will be determined based on the number of users and necessary software capabilities
161	Jenzabar (incl. Infomaker, izenda)	Please see comments	5%		Depends on plan	Please see comments	5%	Please see comments	10%	Please see comments	5%	There are several plans available under this software, so pricing will depend on the size of the plan procured and the specific client needs.
162	JIRA	Please see comments	5%		Depends on client needs	Please see comments	5%	Please see comments	10%	Please see comments	5%	There are several plans available under this software, so pricing will depend on the size of the plan procured and the specific client needs.
164	KB Port	Please see comments	5%		Depends on software	Please see comments	5%	Please see comments	10%	Please see comments	5%	This company makes multiple softwares, so pricing will depend on the specific software requested
165	KioWare	Please see comments	5%		Depends on plan	Please see comments	5%	Please see comments	10%	Please see comments	5%	There are several plans available under this software, so pricing will depend on the size of the plan procured and the specific client needs.

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TABLE 4.5 - PRICING FOR IT SOFTWARE LINES		Software Product		Volume Discount		Product Training		Implementation Svcs		Maintenance/Upgrades		Use additional columns for comments/notes
SW KEY	IT SOFTWARE MANUFACTURER	List Price	% of List Price	% off List Price	Qty & Benchmark Notes	List Price	% of List Price	List Price	% off List Price	List Price	% of List Price	
166	Kivisto	Please see comments	5%		Depends on plan	Please see comments	5%	Please see comments	10%	Please see comments	5%	There are several plans available under this software, so pricing will depend on the size of the plan procured and the specific client needs.
167	KnowBe4	Please see comments	5%		Depends on plan	Please see comments	5%	Please see comments	10%	Please see comments	5%	There are several plans available under this software, so pricing will depend on the size of the plan procured and the specific client needs.
169	LabSolutions	Please see comments	5%		Depends on plan	Please see comments	5%	Please see comments	10%	Please see comments	5%	There are several plans available under this software, so pricing will depend on the size of the plan procured and the specific client needs.
170	LabStats	Please see comments	5%		Depends on plan	Please see comments	5%	Please see comments	10%	Please see comments	5%	There are several plans available under this software, so pricing will depend on the size of the plan procured and the specific client needs.
172	Learfield (incl. SIDEARM Sports)	Please see comments	5%		Depends on plan	Please see comments	5%	Please see comments	10%	Please see comments	5%	There are several plans available under this software, so pricing will depend on the size of the plan procured and the specific client needs.
174	LanSchool	Please see comments	5%		Depends on client needs	Please see comments	5%	Please see comments	10%	Please see comments	5%	There are several plans available under this software, so pricing will depend on the size of the plan procured and the specific client needs.
175	LanSweeper	Please see comments	5%		Depends on plan	Please see comments	5%	Please see comments	10%	Please see comments	5%	There are several plans available under this software, so pricing will depend on the size of the plan procured and the specific client needs.
176	Lenovo (incl. LanSchool software)	Please see comments	5%		Depends on plan	Please see comments	5%	Please see comments	10%	Please see comments	5%	There are several plans available under this software, so pricing will depend on the size of the plan procured and the specific client needs.
178	LiquidWare	Please see comments	5%		Depends on software	Please see comments	5%	Please see comments	10%	Please see comments	5%	This company makes multiple softwares, so pricing will depend on the specific software requested
179	LiveChat	Please see comments	5%		Depends on plan	Please see comments	5%	Please see comments	10%	Please see comments	5%	There are several plans available under this software, so pricing will depend on the size of the plan procured and the specific client needs.
180	LiveScribe	Please see comments	5%		Depends on plan	Please see comments	5%	Please see comments	10%	Please see comments	5%	There are several plans available under this software, so pricing will depend on the size of the plan procured and the specific client needs.
195	Merritt Scanning	Please see comments	5%		Depends on plan	Please see comments	5%	Please see comments	10%	Please see comments	5%	There are several plans available under this software, so pricing will depend on the size of the plan procured and the specific client needs.
196	Microchip Technology	Please see comments	5%		Depends on software	Please see comments	5%	Please see comments	10%	Please see comments	5%	This company makes multiple softwares, so pricing will depend on the specific software requested
197	Micro Focus (incl. Serena)	Please see comments	5%		Depends on plan	Please see comments	5%	Please see comments	10%	Please see comments	5%	There are several plans available under this software, so pricing will depend on the size of the plan procured and the specific client needs.
198	MicroLab	Please see comments	5%		Depends on plan	Please see comments	5%	Please see comments	10%	Please see comments	5%	There are several plans available under this software, so pricing will depend on the size of the plan procured and the specific client needs.
199	Microsoft	Please see comments	5%		Depends on software	Please see comments	5%	Please see comments	10%	Please see comments	5%	This company makes multiple softwares, so pricing will depend on the specific software requested
200	Microtops II Organizer (Solar Light Co?)	Please see comments	5%		Depends on plan	Please see comments	5%	Please see comments	10%	Please see comments	5%	There are several plans available under this software, so pricing will depend on the size of the plan procured and the specific client needs.
201	MiniTab	Please see comments	5%		Depends on software	Please see comments	5%	Please see comments	10%	Please see comments	5%	This company makes multiple softwares, so pricing will depend on the specific software requested
202	Modern Tribe (incl. Events Calendar)	Please see comments	5%		Depends on plan	Please see comments	5%	Please see comments	10%	Please see comments	5%	There are several plans available under this software, so pricing will depend on the size of the plan procured and the specific client needs.
203	Modo Labs	Please see comments	5%		Depends on software	Please see comments	5%	Please see comments	10%	Please see comments	5%	This company makes multiple softwares, so pricing will depend on the specific software requested
204	Moire Watchman (incl. KeyPro III and Keybox)	Please see comments	5%		Depends on plan	Please see comments	5%	Please see comments	10%	Please see comments	5%	There are several plans available under this software, so pricing will depend on the size of the plan procured and the specific client needs.
205	National Instruments	Please see comments	5%		Depends on plan	Please see comments	5%	Please see comments	10%	Please see comments	5%	There are several plans available under this software, so pricing will depend on the size of the plan procured and the specific client needs.
206	Native Instruments (iMac Music software)	Please see comments	5%		Depends on plan	Please see comments	5%	Please see comments	10%	Please see comments	5%	There are several plans available under this software, so pricing will depend on the size of the plan procured and the specific client needs.

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TABLE 4.5 - PRICING FOR IT SOFTWARE LINES		Software Product			Volume Discount		Product Training		Implementation Sites		Maintenance/Upgrades		Use additional columns for comments/notes
SW KEY	IT SOFTWARE MANUFACTURER	List Price	% off List Price	% off List Price	Qty & Benchmark Notes	List Price	% off List Price	List Price	% off List Price	List Price	% off List Price		
207	NCPlot	Please see comments	5%		Depends on plan	Please see comments	5%	Please see comments	10%	Please see comments	5%		There are several plans available under this software, so pricing will depend on the size of the plan procured and the specific client needs.
208	Neopost	Please see comments	5%		Depends on software	Please see comments	5%	Please see comments	10%	Please see comments	5%		This company makes multiple softwares, so pricing will depend on the specific software requested
209	NeoSoft (incl. NeoBook)	Please see comments	5%		Depends on plan	Please see comments	5%	Please see comments	10%	Please see comments	5%		There are several plans available under this software, so pricing will depend on the size of the plan procured and the specific client needs.
210	Nero	Please see comments	5%		Depends on software	Please see comments	5%	Please see comments	10%	Please see comments	5%		This company makes multiple softwares, so pricing will depend on the specific software requested
211	NetApp	Please see comments	5%		Depends on plan	Please see comments	5%	Please see comments	10%	Please see comments	5%		There are several plans available under this software, so pricing will depend on the size of the plan procured and the specific client needs
212	NetBackup	Please see comments	5%		Depends on plan	Please see comments	5%	Please see comments	10%	Please see comments	5%		There are several plans available under this software, so pricing will depend on the size of the plan procured and the specific client needs
213	NetBrain	Please see comments	5%		Depends on software	Please see comments	5%	Please see comments	10%	Please see comments	5%		This company makes multiple softwares, so pricing will depend on the specific software requested
214	NetMotion	Please see comments	5%		Depends on software	Please see comments	5%	Please see comments	10%	Please see comments	5%		This company makes multiple softwares, so pricing will depend on the specific software requested
215	Netap	Please see comments	5%		Depends on client needs	Please see comments	5%	Please see comments	10%	Please see comments	5%		There are several plans available under this software, so pricing will depend on the size of the plan procured and the specific client needs.
216	NetSupport	Please see comments	5%		Depends on plan	Please see comments	5%	Please see comments	10%	Please see comments	5%		There are several plans available under this software, so pricing will depend on the size of the plan procured and the specific client needs
217	NewsGen Public Safety Solutions	Please see comments	5%		Depends on software	Please see comments	5%	Please see comments	10%	Please see comments	5%		This company makes multiple softwares, so pricing will depend on the specific software requested
218	NextEngine (incl. ScanStudio)	Please see comments	5%		Depends on plan	Please see comments	5%	Please see comments	10%	Please see comments	5%		There are several plans available under this software, so pricing will depend on the size of the plan procured and the specific client needs.
219	NI LabView	Please see comments	5%		Depends on software	Please see comments	5%	Please see comments	10%	Please see comments	5%		This company makes multiple softwares, so pricing will depend on the specific software requested
220	Nuance	Please see comments	5%		Depends on software	Please see comments	5%	Please see comments	10%	Please see comments	5%		This company makes multiple softwares, so pricing will depend on the specific software requested
221	Nutanix	Please see comments	5%		Depends on plan	Please see comments	5%	Please see comments	10%	Please see comments	5%		There are several plans available under this software, so pricing will depend on the size of the plan procured and the specific client needs.
222	NVIDIA	Please see comments	5%		Depends on plan	Please see comments	5%	Please see comments	10%	Please see comments	5%		There are several plans available under this software, so pricing will depend on the size of the plan procured and the specific client needs.
223	Odyssey User Interface	Please see comments	5%		Depends on plan	Please see comments	5%	Please see comments	10%	Please see comments	5%		There are several plans available under this software, so pricing will depend on the size of the plan procured and the specific client needs
224	Omni Group (incl. Omnigraffle)	\$200	5%		Per license	***	5%	***	10%	***	5%		Pricing for Product Training, Implementation Services, and Maintenance will be determined based on the number of users and necessary software capabilities
225	OmniUpdate	Please see comments	5%		Depends on plan	Please see comments	5%	Please see comments	10%	Please see comments	5%		There are several plans available under this software, so pricing will depend on the size of the plan procured and the specific client needs
226	OneTrust	Please see comments	5%		Depends on client needs	Please see comments	5%	Please see comments	10%	Please see comments	5%		There are several plans available under this software, so pricing will depend on the size of the plan procured and the specific client needs.
227	OpenDemand Systems	Please see comments	5%		Depends on plan	Please see comments	5%	Please see comments	10%	Please see comments	5%		There are several plans available under this software, so pricing will depend on the size of the plan procured and the specific client needs.
228	OpenRoad	Please see comments	5%		Depends on plan	Please see comments	5%	Please see comments	10%	Please see comments	5%		There are several plans available under this software, so pricing will depend on the size of the plan procured and the specific client needs.
229	OpenText	Please see comments	5%		Depends on plan	Please see comments	5%	Please see comments	10%	Please see comments	5%		There are several plans available under this software, so pricing will depend on the size of the plan procured and the specific client needs
230	Org Plus	Please see comments	5%		Depends on software	Please see comments	5%	Please see comments	10%	Please see comments	5%		This company makes multiple softwares, so pricing will depend on the specific software requested
231	Palladeo (incl. DecisionTools)	\$3,745	5%		Per license	***	5%	***	10%	***	5%		Pricing for Product Training, Implementation Services, and Maintenance will be determined based on the number of users and necessary software capabilities

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TABLE 4.5 - PRICING FOR IT SOFTWARE LINES		Software Product		Volume Discount		Product Training		Implementation Fees		Maintenance/Upgrade		Use additional columns for comments/notes
SW KEY	IT SOFTWARE MANUFACTURER	List Price	% off List Price	% off List Price	Qty & Benchmark Notes	List Price	% off List Price	List Price	% off List Price	List Price	% off List Price	
232	PaperCut	Please see comments		5%	Depends on plan	Please see comments	5%	Please see comments	10%	Please see comments	5%	There are several plans available under this software, so pricing will depend on the size of the plan procured and the specific client needs
233	Parallels	Please see comments		5%	Depends on client needs	Please see comments	5%	Please see comments	10%	Please see comments	5%	There are several plans available under this software, so pricing will depend on the size of the plan procured and the specific client needs
234	Paessler	\$15,000		5%	Per license/36 months	***	5%	***	10%	***	5%	Pricing for Product Training, Implementation Services, and Maintenance will be determined based on the number of users and necessary software capabilities
235	PASCO	Please see comments		5%	Depends on software	Please see comments	5%	Please see comments	10%	Please see comments	5%	This company makes multiple softwares, so pricing will depend on the specific software requested
236	Pearson Education	Please see comments		5%	Depends on client needs	Please see comments	5%	Please see comments	10%	Please see comments	5%	There are several plans available under this software, so pricing will depend on the size of the plan procured and the specific client needs
237	Pentana Solutions	Please see comments		5%	Depends on software	Please see comments	5%	Please see comments	10%	Please see comments	5%	This company makes multiple softwares, so pricing will depend on the specific software requested
238	PeopleSoft / Oracle / Sun	Please see comments		5%	Depends on plan	Please see comments	5%	Please see comments	10%	Please see comments	5%	There are several plans available under this software, so pricing will depend on the size of the plan procured and the specific client needs
240	Perkin Elmer (incl. TotalChrom)	Please see comments		5%	Depends on plan	Please see comments	5%	Please see comments	10%	Please see comments	5%	There are several plans available under this software, so pricing will depend on the size of the plan procured and the specific client needs
241	Perceptive Software	Please see comments		5%	Depends on plan	Please see comments	5%	Please see comments	10%	Please see comments	5%	There are several plans available under this software, so pricing will depend on the size of the plan procured and the specific client needs
242	Personal Trainer Education	Please see comments		5%	Depends on plan	Please see comments	5%	Please see comments	10%	Please see comments	5%	There are several plans available under this software, so pricing will depend on the size of the plan procured and the specific client needs
243	PG Music (incl. Band-in-a-Box)	Please see comments		5%	Depends on plan	Please see comments	5%	Please see comments	10%	Please see comments	5%	There are several plans available under this software, so pricing will depend on the size of the plan procured and the specific client needs
244	Pharos	Please see comments		5%	Depends on plan	Please see comments	5%	Please see comments	10%	Please see comments	5%	There are several plans available under this software, so pricing will depend on the size of the plan procured and the specific client needs
245	Pinnacle Systems	Please see comments		5%	Depends on software	Please see comments	5%	Please see comments	10%	Please see comments	5%	This company makes multiple softwares, so pricing will depend on the specific software requested
246	Pitney-Bowes (incl. Send Suite Xpress)	Please see comments		5%	Depends on client needs	Please see comments	5%	Please see comments	10%	Please see comments	5%	There are several plans available under this software, so pricing will depend on the size of the plan procured and the specific client needs
247	PowerDMS	Please see comments		5%	Depends on software	Please see comments	5%	Please see comments	10%	Please see comments	5%	This company makes multiple softwares, so pricing will depend on the specific software requested
250	Print Manager	Please see comments		5%	Depends on plan	Please see comments	5%	Please see comments	10%	Please see comments	5%	There are several plans available under this software, so pricing will depend on the size of the plan procured and the specific client needs
251	PrinterLogic	Please see comments		5%	Depends on plan	Please see comments	5%	Please see comments	10%	Please see comments	5%	There are several plans available under this software, so pricing will depend on the size of the plan procured and the specific client needs
253	Propellerhead	Please see comments		5%	Depends on software	Please see comments	5%	Please see comments	10%	Please see comments	5%	This company makes multiple softwares, so pricing will depend on the specific software requested
255	Psychology Software Tools (incl. E-Prime)	Please see comments		5%	Depends on plan	Please see comments	5%	Please see comments	10%	Please see comments	5%	There are several plans available under this software, so pricing will depend on the size of the plan procured and the specific client needs
256	PTC (incl. Creo)	Please see comments		5%	Depends on plan	Please see comments	5%	Please see comments	10%	Please see comments	5%	There are several plans available under this software, so pricing will depend on the size of the plan procured and the specific client needs
257	Pulse Secure	Please see comments		5%	Depends on software	Please see comments	5%	Please see comments	10%	Please see comments	5%	This company makes multiple softwares, so pricing will depend on the specific software requested
258	Qualcomm	Please see comments		5%	Depends on plan	Please see comments	5%	Please see comments	10%	Please see comments	5%	There are several plans available under this software, so pricing will depend on the size of the plan procured and the specific client needs
259	Quest (incl. RemoteScan)	Please see comments		5%	Depends on plan	Please see comments	5%	Please see comments	10%	Please see comments	5%	There are several plans available under this software, so pricing will depend on the size of the plan procured and the specific client needs
260	Quillsoft	Please see comments		5%	Depends on software	Please see comments	5%	Please see comments	10%	Please see comments	5%	This company makes multiple softwares, so pricing will depend on the specific software requested
262	Rapid7	Please see comments		5%	Depends on software	Please see comments	5%	Please see comments	10%	Please see comments	5%	This company makes multiple softwares, so pricing will depend on the specific software requested

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TABLE 4.5 - PRICING FOR IT SOFTWARE LINES		Software Product		Volume Discount		Product Training		Implementation Svcs		Maintenance/Upgrades		Use additional columns for comments/notes
SW KEY	IT SOFTWARE MANUFACTURER	List Price	% of List Price	% off List Price	Qty & Benchmark Notes	List Price	% of List Price	List Price	% of List Price	List Price	% of List Price	
		263	Rapid Insight	Please see comments	5%		Depends on software	Please see comments	5%	Please see comments	10%	Please see comments
264	Rapidminer	Please see comments	5%		Depends on plan	Please see comments	5%	Please see comments	10%	Please see comments	5%	There are several plans available under this software, so pricing will depend on the size of the plan procured and the specific client needs.
265	RARLab (incl. WinRAR)	Please see comments	5%		Depends on plan	Please see comments	5%	Please see comments	10%	Please see comments	5%	There are several plans available under this software, so pricing will depend on the size of the plan procured and the specific client needs.
266	Reach Media Network	Please see comments	5%		Depends on software	Please see comments	5%	Please see comments	10%	Please see comments	5%	This company makes multiple softwares, so pricing will depend on the specific software requested
268	RedRock	Please see comments	5%		Depends on software	Please see comments	5%	Please see comments	10%	Please see comments	5%	This company makes multiple softwares, so pricing will depend on the specific software requested
269	Remark	\$60	5%		Per license/month	***	5%	***	10%	***	5%	Pricing for Product Training, Implementation Services, and Maintenance will be determined based on the number of users and necessary software capabilities
270	ReportRec (Public Safety Rating)	Please see comments	5%		Depends on plan	Please see comments	5%	Please see comments	10%	Please see comments	5%	There are several plans available under this software, so pricing will depend on the size of the plan procured and the specific client needs.
271	Respondus	Please see comments	5%		Depends on plan	Please see comments	5%	Please see comments	10%	Please see comments	5%	There are several plans available under this software, so pricing will depend on the size of the plan procured and the specific client needs.
272	Rising Software	Please see comments	5%		Depends on plan	Please see comments	5%	Please see comments	10%	Please see comments	5%	There are several plans available under this software, so pricing will depend on the size of the plan procured and the specific client needs.
273	Riverbed Technology (incl. WinPcap)	Please see comments	5%		Depends on plan	Please see comments	5%	Please see comments	10%	Please see comments	5%	There are several plans available under this software, so pricing will depend on the size of the plan procured and the specific client needs.
274	Rosetta Stone	Please see comments	5%		Depends on client needs	Please see comments	5%	Please see comments	10%	Please see comments	5%	There are several plans available under this software, so pricing will depend on the size of the plan procured and the specific client needs.
275	Roxio	\$70	5%		Depends on plan	***	5%	***	10%	***	5%	Pricing for Product Training, Implementation Services, and Maintenance will be determined based on the number of users and necessary software capabilities
276	RStudio	\$10,000	5%		Per server/year	***	5%	***	10%	***	5%	Pricing for Product Training, Implementation Services, and Maintenance will be determined based on the number of users and necessary software capabilities
277	Sage (incl. ACT1)	\$45	5%		Per license/month	***	5%	***	10%	***	5%	Pricing for Product Training, Implementation Services, and Maintenance will be determined based on the number of users and necessary software capabilities
279	SailPoint Technologies	Please see comments	5%		Depends on plan	Please see comments	5%	Please see comments	10%	Please see comments	5%	There are several plans available under this software, so pricing will depend on the size of the plan procured and the specific client needs.
280	SalesForce	Please see comments	5%		Depends on plan	Please see comments	5%	Please see comments	10%	Please see comments	5%	There are several plans available under this software, so pricing will depend on the size of the plan procured and the specific client needs.
281	Sans, Inc. (incl. Virtuoso, Solust)	Please see comments	5%		Depends on plan	Please see comments	5%	Please see comments	10%	Please see comments	5%	There are several plans available under this software, so pricing will depend on the size of the plan procured and the specific client needs.
282	SAP	Please see comments	5%		Depends on plan	Please see comments	5%	Please see comments	10%	Please see comments	5%	There are several plans available under this software, so pricing will depend on the size of the plan procured and the specific client needs.
283	Sargent / Assa Abloy (incl. PERSONA Passport)	Please see comments	5%		Depends on plan	Please see comments	5%	Please see comments	10%	Please see comments	5%	There are several plans available under this software, so pricing will depend on the size of the plan procured and the specific client needs.
284	SAS	Please see comments	5%		Depends on plan	Please see comments	5%	Please see comments	10%	Please see comments	5%	There are several plans available under this software, so pricing will depend on the size of the plan procured and the specific client needs.
285	Sassafras	Please see comments	5%		Depends on software	Please see comments	5%	Please see comments	10%	Please see comments	5%	This company makes multiple softwares, so pricing will depend on the specific software requested
287	Scientific Software International	Please see comments	5%		Depends on software	Please see comments	5%	Please see comments	10%	Please see comments	5%	This company makes multiple softwares, so pricing will depend on the specific software requested
288	SDM Software	Please see comments	5%		Depends on plan	Please see comments	5%	Please see comments	10%	Please see comments	5%	There are several plans available under this software, so pricing will depend on the size of the plan procured and the specific client needs.
289	Seagull Scientific (incl. BarTender)	Please see comments	5%		Depends on plan	Please see comments	5%	Please see comments	10%	Please see comments	5%	There are several plans available under this software, so pricing will depend on the size of the plan procured and the specific client needs.

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TABLE A3 - PRICING FOR IT SOFTWARE LINES		Software Product		Volume Discount		Product Training		Implementation Svcs		Maintenance/Upgrades		Use additional columns for comments/notes
SW KEY	IT SOFTWARE MANUFACTURER	List Price	% of List Price	% off List Price	Qty & Benchmark Notes	List Price	% off List Price	List Price	% of List Price	List Price	% of List Price	
292	Siemens	Please see comments	5%		Depends on plan	Please see comments	5%	Please see comments	10%	Please see comments	5%	There are several plans available under this software, so pricing will depend on the size of the plan procured and the specific client needs.
293	Sigbreaker	Please see comments	5%		Depends on plan	Please see comments	5%	Please see comments	10%	Please see comments	5%	There are several plans available under this software, so pricing will depend on the size of the plan procured and the specific client needs.
294	Sim@IO	\$6	5%		Per lab/user	***		***	10%	***	5%	Pricing for Product Training, Implementation Services and Maintenance will be determined based on the number of users and necessary software capabilities
295	SIMTKCS	Please see comments	5%		Depends on plan	Please see comments	5%	Please see comments	10%	Please see comments	5%	There are several plans available under this software, so pricing will depend on the size of the plan procured and the specific client needs.
296	Singlewire (incl. InformaCast)	Please see comments	5%		Depends on client needs	Please see comments	5%	Please see comments	10%	Please see comments	5%	There are several plans available under this software, so pricing will depend on the size of the plan procured and the specific client needs.
297	Sketch IO	Please see comments	5%		Depends on plan	Please see comments	5%	Please see comments	10%	Please see comments	5%	There are several plans available under this software, so pricing will depend on the size of the plan procured and the specific client needs.
299	SmarterServices	Please see comments	5%		Depends on plan	Please see comments	5%	Please see comments	10%	Please see comments	5%	There are several plans available under this software, so pricing will depend on the size of the plan procured and the specific client needs.
300	SmartSheet	\$25	5%		Per license/month	***		***	10%	***	5%	Pricing for Product Training, Implementation Services and Maintenance will be determined based on the number of users and necessary software capabilities
302	Soferra Adaxes	Please see comments	5%		Depends on client needs	Please see comments	5%	Please see comments	10%	Please see comments	5%	There are several plans available under this software, so pricing will depend on the size of the plan procured and the specific client needs.
303	SolarWinds (incl. rScan)	Please see comments	5%		Depends on plan	Please see comments	5%	Please see comments	10%	Please see comments	5%	There are several plans available under this software, so pricing will depend on the size of the plan procured and the specific client needs.
304	SolidWorks	Please see comments	5%		Depends on plan	Please see comments	5%	Please see comments	10%	Please see comments	5%	There are several plans available under this software, so pricing will depend on the size of the plan procured and the specific client needs.
305	Sony	Please see comments	5%		Depends on plan	Please see comments	5%	Please see comments	10%	Please see comments	5%	There are several plans available under this software, so pricing will depend on the size of the plan procured and the specific client needs.
306	SortSite	Please see comments	5%		Depends on plan	Please see comments	5%	Please see comments	10%	Please see comments	5%	There are several plans available under this software, so pricing will depend on the size of the plan procured and the specific client needs.
307	Six Box	\$25	5%		Per month	***		***	10%	***	5%	Pricing for Product Training, Implementation Services and Maintenance will be determined based on the number of users and necessary software capabilities
308	Spectranovics	\$500	5%		Per license	***		***	10%	***	5%	Pricing for Product Training, Implementation Services and Maintenance will be determined based on the number of users and necessary software capabilities
309	Spectrum Business Solutions	Please see comments	5%		Depends on client needs	Please see comments	5%	Please see comments	10%	Please see comments	5%	There are several plans available under this software, so pricing will depend on the size of the plan procured and the specific client needs.
310	Spirion (Identity Finder)	Please see comments	5%		Depends on client needs	Please see comments	5%	Please see comments	10%	Please see comments	5%	There are several plans available under this software, so pricing will depend on the size of the plan procured and the specific client needs.
311	Splunk	Please see comments	5%		Depends on plan	Please see comments	5%	Please see comments	10%	Please see comments	5%	There are several plans available under this software, so pricing will depend on the size of the plan procured and the specific client needs.
312	Square 9 (Smart Search)	Please see comments	5%		Depends on plan	Please see comments	5%	Please see comments	10%	Please see comments	5%	There are several plans available under this software, so pricing will depend on the size of the plan procured and the specific client needs.
313	SSH (incl. Teccal)	Please see comments	5%		Depends on plan	Please see comments	5%	Please see comments	10%	Please see comments	5%	There are several plans available under this software, so pricing will depend on the size of the plan procured and the specific client needs.
315	StatusPageIO	Please see comments	5%		Depends on plan	Please see comments	5%	Please see comments	10%	Please see comments	5%	There are several plans available under this software, so pricing will depend on the size of the plan procured and the specific client needs.
316	Storeware (LanSchool)	Please see comments	5%		Depends on plan	Please see comments	5%	Please see comments	10%	Please see comments	5%	There are several plans available under this software, so pricing will depend on the size of the plan procured and the specific client needs.

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TABLE 4.5 - PRICING FOR IT SOFTWARE LINES												
SW KEY	IT SOFTWARE MANUFACTURER	Software Product		Volume Discount		Product Training		Implementation Svcs		Maintenance/Upgrades		Use additional columns for comments/notes
		List Price	% off List Price	% off List Price	Qty & Benchmark Notes	List Price	% off List Price	List Price	% off List Price	List Price	% off List Price	
317	SUNIX	Please see comments	5%		Depends on plan	Please see comments	5%	Please see comments	10%	Please see comments	5%	There are several plans available under this software, so pricing will depend on the size of the plan procured and the specific client needs.
318	SunView (incl ChangeGear)	Please see comments	5%		Depends on plan	Please see comments	5%	Please see comments	10%	Please see comments	5%	There are several plans available under this software, so pricing will depend on the size of the plan procured and the specific client needs.
319	Sweetwater	Please see comments	5%		Depends on software	Please see comments	5%	Please see comments	10%	Please see comments	5%	This company makes multiple softwares, so pricing will depend on the specific software requested.
321	Symantec	Please see comments	5%		Depends on plan	Please see comments	5%	Please see comments	10%	Please see comments	5%	There are several plans available under this software, so pricing will depend on the size of the plan procured and the specific client needs.
322	Symless	\$40	5%		Per license	***	5%	***	10%	***	5%	Pricing for Product Training, Implementation Services, and Maintenance will be determined based on the number of users and necessary software capabilities.
329	Symlicity	Please see comments	5%		Depends on plan	Please see comments	5%	Please see comments	10%	Please see comments	5%	There are several plans available under this software, so pricing will depend on the size of the plan procured and the specific client needs.
324	Symplify	\$150	5%		Per license	***	5%	***	10%	***	5%	Pricing for Product Training, Implementation Services, and Maintenance will be determined based on the number of users and necessary software capabilities.
325	Synergy Sports Technology	Please see comments	5%		Depends on software	Please see comments	5%	Please see comments	10%	Please see comments	5%	There are several plans available under this software, so pricing will depend on the size of the plan procured and the specific client needs.
326	Systat (incl SigmaPlot)	\$600	5%		Per license	***	5%	***	10%	***	5%	Pricing for Product Training, Implementation Services, and Maintenance will be determined based on the number of users and necessary software capabilities.
327	SystemTools Software Inc.	Please see comments	5%		Depends on software	Please see comments	5%	Please see comments	10%	Please see comments	5%	There are several plans available under this software, so pricing will depend on the size of the plan procured and the specific client needs.
328	Tableau	Please see comments	5%		Depends on plan	Please see comments	5%	Please see comments	10%	Please see comments	5%	There are several plans available under this software, so pricing will depend on the size of the plan procured and the specific client needs.
329	Talkphone	Please see comments	5%		Depends on software	Please see comments	5%	Please see comments	10%	Please see comments	5%	There are several plans available under this software, so pricing will depend on the size of the plan procured and the specific client needs.
330	TargetX	\$10,000	5%		Per company/year	***	5%	***	10%	***	5%	Pricing for Product Training, Implementation Services, and Maintenance will be determined based on the number of users and necessary software capabilities.
331	TeamViewer	\$50	5%		Per license/month	***	5%	***	10%	***	5%	Pricing for Product Training, Implementation Services, and Maintenance will be determined based on the number of users and necessary software capabilities.
332	Technical Education Products	Please see comments	5%		Depends on plan	Please see comments	5%	Please see comments	10%	Please see comments	5%	There are several plans available under this software, so pricing will depend on the size of the plan procured and the specific client needs.
333	Technical Education Solutions	Please see comments	5%		Depends on plan	Please see comments	5%	Please see comments	10%	Please see comments	5%	There are several plans available under this software, so pricing will depend on the size of the plan procured and the specific client needs.
334	TechSmith (incl. Camtasia, Snagit)	Please see comments	5%		Depends on plan	Please see comments	5%	Please see comments	10%	Please see comments	5%	There are several plans available under this software, so pricing will depend on the size of the plan procured and the specific client needs.
335	Tenable Nessus	Please see comments	5%		Depends on plan	Please see comments	5%	Please see comments	10%	Please see comments	5%	There are several plans available under this software, so pricing will depend on the size of the plan procured and the specific client needs.
336	Teradex	Please see comments	5%		Depends on software	Please see comments	5%	Please see comments	10%	Please see comments	5%	This company makes multiple softwares, so pricing will depend on the specific software requested.
337	Terradici	\$2,500	5%		Per license	***	5%	***	10%	***	5%	Pricing for Product Training, Implementation Services, and Maintenance will be determined based on the number of users and necessary software capabilities.
338	Teton Data Systems (StatRef)	Please see comments	5%		Depends on plan	Please see comments	5%	Please see comments	10%	Please see comments	5%	There are several plans available under this software, so pricing will depend on the size of the plan procured and the specific client needs.
339	Texas Instruments	Please see comments	5%		Not a software	Please see comments	5%	Please see comments	10%	Please see comments	5%	There are several plans available under this software, so pricing will depend on the size of the plan procured and the specific client needs.
340	TextHelp	Please see comments	5%		Depends on software	Please see comments	5%	Please see comments	10%	Please see comments	5%	This company makes multiple softwares, so pricing will depend on the specific software requested.

APPENDIX A – PRICING
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TABLE 43 - PRICING FOR IT SOFTWARE LINES		Software Product		Volume Discount		Product Training		Implementation Svc.		Maintenance/Upgrade		Use additional columns for comments/notes
SW KEY	IT SOFTWARE MANUFACTURER	List Price	% off List Price	% off List Price	Qty & Benchmark Notes	List Price	% off List Price	List Price	% off List Price	List Price	% off List Price	
343	Thought Technology (incl. BioGraph)	Please see comments	5%		Depends on plan	Please see comments	5%	Please see comments	10%	Please see comments	5%	There are several plans available under this software, so pricing will depend on the size of the plan procured and the specific client needs.
344	ThunderCloud	Please see comments	5%		Depends on client needs	Please see comments	5%	Please see comments	10%	Please see comments	5%	There are several plans available under this software, so pricing will depend on the size of the plan procured and the specific client needs.
346	Trafficware (incl. Synchro, SimTraffic)	Please see comments	5%		Depends on plan	Please see comments	5%	Please see comments	10%	Please see comments	5%	There are several plans available under this software, so pricing will depend on the size of the plan procured and the specific client needs.
349	Triantis (incl. Lectora)	Please see comments	5%		Depends on plan	Please see comments	5%	Please see comments	10%	Please see comments	5%	There are several plans available under this software, so pricing will depend on the size of the plan procured and the specific client needs.
350	Turning Point	Please see comments	5%		Depends on software	Please see comments	5%	Please see comments	10%	Please see comments	5%	This company makes multiple softwares, so pricing will depend on the specific software requested.
351	Turning Technologies (incl. Exam View)	Please see comments	5%		Depends on client needs	Please see comments	5%	Please see comments	10%	Please see comments	5%	There are several plans available under this software, so pricing will depend on the size of the plan procured and the specific client needs.
352	Turnitin	Please see comments	5%		Depends on client needs	Please see comments	5%	Please see comments	10%	Please see comments	5%	There are several plans available under this software, so pricing will depend on the size of the plan procured and the specific client needs.
353	Tutornote	Please see comments	5%		Depends on plan	Please see comments	5%	Please see comments	10%	Please see comments	5%	There are several plans available under this software, so pricing will depend on the size of the plan procured and the specific client needs.
354	Twin Oaks	Please see comments	5%		Depends on plan	Please see comments	5%	Please see comments	10%	Please see comments	5%	There are several plans available under this software, so pricing will depend on the size of the plan procured and the specific client needs.
355	Two Canoes	\$40	5%		Per license	***	5%	***	10%	***	5%	Pricing for Product Training, Implementation Services, and Maintenance will be determined based on the number of users and necessary software capabilities.
356	Typito	Please see comments	5%		Depends on plan	Please see comments	5%	Please see comments	10%	Please see comments	5%	There are several plans available under this software, so pricing will depend on the size of the plan procured and the specific client needs.
357	U & I Software	Please see comments	5%		Depends on software	Please see comments	5%	Please see comments	10%	Please see comments	5%	This company makes multiple softwares, so pricing will depend on the specific software requested.
358	U-Tools.com	Please see comments	5%		Depends on software	Please see comments	5%	Please see comments	10%	Please see comments	5%	This company makes multiple softwares, so pricing will depend on the specific software requested.
359	Unico (Infinity MicroScope)	Please see comments	5%		Depends on plan	Please see comments	5%	Please see comments	10%	Please see comments	5%	There are several plans available under this software, so pricing will depend on the size of the plan procured and the specific client needs.
360	UnIDesk	Please see comments	5%		Depends on plan	Please see comments	5%	Please see comments	10%	Please see comments	5%	There are several plans available under this software, so pricing will depend on the size of the plan procured and the specific client needs.
362	Uptrends	\$50	5%		Per month	***	5%	***	10%	***	5%	Pricing for Product Training, Implementation Services, and Maintenance will be determined based on the number of users and necessary software capabilities.
364	Vasce	Please see comments	5%		Depends on plan	Please see comments	5%	Please see comments	10%	Please see comments	5%	There are several plans available under this software, so pricing will depend on the size of the plan procured and the specific client needs.
365	Video Associates Labs (ValCam)	Please see comments	5%		Depends on plan	Please see comments	5%	Please see comments	10%	Please see comments	5%	There are several plans available under this software, so pricing will depend on the size of the plan procured and the specific client needs.
366	Validity	Please see comments	5%		Depends on plan	Please see comments	5%	Please see comments	10%	Please see comments	5%	There are several plans available under this software, so pricing will depend on the size of the plan procured and the specific client needs.
367	VandDyke	Please see comments	5%		Depends on plan	Please see comments	5%	Please see comments	10%	Please see comments	5%	There are several plans available under this software, so pricing will depend on the size of the plan procured and the specific client needs.
368	Varonis (incl. DataPrivilege)	Please see comments	5%		Depends on plan	Please see comments	5%	Please see comments	10%	Please see comments	5%	There are several plans available under this software, so pricing will depend on the size of the plan procured and the specific client needs.
376	Vertiv (incl. Uebert, Emerson, Mulblink, et al)	Please see comments	5%		Depends on plan	Please see comments	5%	Please see comments	10%	Please see comments	5%	There are several plans available under this software, so pricing will depend on the size of the plan procured and the specific client needs.
377	Vista	Please see comments	5%		Depends on plan	Please see comments	5%	Please see comments	10%	Please see comments	5%	There are several plans available under this software, so pricing will depend on the size of the plan procured and the specific client needs.

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TABLE 4.5 - PRICING FOR IT SOFTWARE LINES		Software Product		Volume Discount		Product Training		Implementation Sites		Maintenance/Upgrades		Use additional columns for comments/notes
SW KEY	IT SOFTWARE MANUFACTURER	List Price	% of List Price	% off List Price	Qty & Benchmark Notes	List Price	% of List Price	List Price	% of List Price	List Price	% of List Price	
378	Visual Veggies	Please see comments	5%		Depends on plan	Please see comments	5%	Please see comments	10%	Please see comments	5%	There are several plans available under this software, so pricing will depend on the size of the plan procured and the specific client needs.
379	VMware	Please see comments	5%		Depends on plan	Please see comments	5%	Please see comments	10%	Please see comments	5%	There are several plans available under this software, so pricing will depend on the size of the plan procured and the specific client needs.
380	VMware Horizon View	\$3,129	5%		Per license/year	***	5%	***	10%	***	5%	Pricing for Product Training, Implementation Services, and Maintenance will be determined based on the number of users and necessary software capabilities
381	Vidya	\$65	5%		Per month	***	5%	***	10%	***	5%	Pricing for Product Training, Implementation Services, and Maintenance will be determined based on the number of users and necessary software capabilities
383	Warp Technologies	Please see comments	5%		Depends on plan	Please see comments	5%	Please see comments	10%	Please see comments	5%	There are several plans available under this software, so pricing will depend on the size of the plan procured and the specific client needs.
384	Watermark	Please see comments	5%		Depends on client needs	Please see comments	5%	Please see comments	10%	Please see comments	5%	This company makes multiple softwares, so pricing will depend on the specific software requested
386	WinFlux NA	Please see comments	5%		Depends on plan	Please see comments	5%	Please see comments	10%	Please see comments	5%	There are several plans available under this software, so pricing will depend on the size of the plan procured and the specific client needs.
387	WinZip	Please see comments	5%		Depends on plan	Please see comments	5%	Please see comments	10%	Please see comments	5%	There are several plans available under this software, so pricing will depend on the size of the plan procured and the specific client needs.
388	Wolfram Research (incl. Mathematica)	Please see comments	5%		Depends on plan	Please see comments	5%	Please see comments	10%	Please see comments	5%	There are several plans available under this software, so pricing will depend on the size of the plan procured and the specific client needs.
389	Wondershare	Please see comments	5%		Depends on plan	Please see comments	5%	Please see comments	10%	Please see comments	5%	There are several plans available under this software, so pricing will depend on the size of the plan procured and the specific client needs.
391	XOS Digital	Please see comments	5%		Depends on plan	Please see comments	5%	Please see comments	10%	Please see comments	5%	There are several plans available under this software, so pricing will depend on the size of the plan procured and the specific client needs.
394												
395												
396												

[End of Table 4.5 – IT Software]

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Table 4.6 – IT Professional Services Labor Rates

Service Proposed (e.g. Job Title/Task)	Hourly Rates
<i>Business Analyst I</i>	\$80.00
<i>Business Analyst II</i>	\$105.00
<i>Business Intelligence Specialist I</i>	\$65.00
<i>Business Intelligence Specialist II</i>	\$98.00
<i>Business Systems Analyst I</i>	\$75.00
<i>Configuration Management Analyst/DBA I</i>	\$90.00
<i>Configuration Management Analyst/DBA II</i>	\$125.00
<i>Data Analyst I</i>	\$80.00
<i>Database Administrator I</i>	\$80.00
<i>Database Administrator II</i>	\$140.00
<i>Engineering Consultant (Managerial)</i>	\$105.00
<i>ERP Analyst</i>	\$125.00
<i>Help Desk Technician</i>	\$58.14
<i>Implementation Analyst II</i>	\$100.00
<i>Information Security Specialist I</i>	\$100.00
<i>Infrastructure Specialist</i>	\$149.80
<i>Lead Programmer/Developer</i>	\$105.00
<i>Lead Technology/Data Architect I</i>	\$120.00
<i>Network Engineer</i>	\$130.00
<i>Network/Systems Administrator I</i>	\$90.00
<i>Network/Systems Administrator II</i>	\$142.00
<i>Programmer/Developer I</i>	\$85.00
<i>Programmer/Developer II</i>	\$105.00
<i>Programmer/Developer III</i>	\$129.00
<i>Programmer/Developer IV</i>	\$137.26
<i>Project Manager I</i>	\$100.00
<i>Project Manager II</i>	\$130.00
<i>Project Manager III</i>	\$150.00
<i>Project Manager IV</i>	\$180.00
<i>QA Analyst I</i>	\$70.00
<i>QA Analyst II</i>	\$87.30
<i>Senior Data/Technology Architect I</i>	\$94.00
<i>Solution Architect</i>	\$172.49
<i>Specialist I</i>	\$85.00
<i>Specialist II</i>	\$120.00
<i>Subject Matter Expert I</i>	\$115.00
<i>Subject Matter Expert II</i>	\$146.00
<i>Subject Matter Expert III</i>	\$201.40
<i>Systems Engineer I</i>	\$145.00
<i>Systems Engineer II</i>	\$185.00
<i>Tech Architect/Network Security Systems</i>	\$98.00
<i>Tech Architect/Network Security Systems II</i>	\$140.00
<i>Technical Lead/Architect</i>	\$140.00
<i>Technical Writer I</i>	\$55.00
<i>UX/UI Specialist</i>	\$140.00
<i>A/V Technician I</i>	\$85.00
<i>A/V Technician II</i>	\$105.00
<i>A/V Technician III</i>	\$125.00

[End of Table 4.6 – IT Professional Services Labor Rates]

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APPENDIX B – Institutional Descriptions

(Page 1 of 1)

The Descriptions of the CSCU and its Institutions

The Connecticut State Colleges and Universities. CSCU operates under the authority of the State of Connecticut Board of Regents for Higher Education (BOR) and serves as the governing agency for the Connecticut State University System, the Regional Community-Technical College System, and Charter Oak State College pursuant to Subsection (a) of Section 211 of PA 11-48. On January 1, 2012, the Board of Regents was also authorized to act, as necessary, as the Board of Trustees for the Community-Technical Colleges, the Board of Trustees for the Connecticut State University System and the Board for State Academic Awards (the Board overseeing Charter Oak State College) pursuant to sections 10a-71, 10a-88 and 10a-143 of the Connecticut General Statutes, as amended. The specific powers and duties of the Board are prescribed in Title 10a of the Connecticut General Statutes and are further delineated in policies adopted by the Board from time to time.

CSCU Institutions. Collectively known as “CSCU”, and individually referred to as “Agency”, the Connecticut State Colleges and Universities maintain distinct mission statements to serve their constituents while collectively working to achieve a system-wide vision and mission. The current college and university enrollment exceeds 90,000 students. CSCU institutions are located throughout the State of Connecticut and are as follows:

- BOR/CSCU System Office CSCU/SO Hartford
- Asnuntuck Community College ACC Enfield
- Capital Community College CCC Hartford
- Central Connecticut State University CCSU New Britain
- Charter Oak State College COSC New Britain
- Eastern Connecticut State University ECSU Willimantic
- Gateway Community College GCC New Haven and North Haven
- Housatonic Community College HCC Bridgeport
- Manchester Community College MCC Manchester
- Middlesex Community College MxCC Middletown and Meriden
- Naugatuck Valley Community College NVCC Waterbury and Danbury
- Northwestern CT Community College NCCC Winsted
- Norwalk Community College NCC Norwalk
- Quinebaug Valley Community College QVCC Danielson
- Southern Connecticut State University SCSU New Haven
- Three Rivers Community College TRCC Norwich
- Tunxis Community College TCC Farmington and Bristol
- Western Connecticut State University WCSU Danbury and Waterbury

Additional information regarding CSCU and/or its individual institutions may be found at the website: www.ct.edu

**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(f)(2) 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 or 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 the 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.

EXHIBIT A

Contract Number SO-19106

"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 fundraising 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 such committee, serving on the committee that is hosting a fundraising event, introducing the candidate or making other public remarks at a fundraising event, being honored or otherwise recognized at a fundraising event 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.