

CONTRACT AWARD
RFP-38 Rev. 11/14/19
Prev. Rev. 10/23/19

STATE OF CONNECTICUT

DEPARTMENT OF ADMINISTRATIVE SERVICES

PROCUREMENT DIVISION

450 Columbus Boulevard, Hartford, CT 06103

Tina Costanzo
Contract Team Leader

860-713-5068
Telephone Number

CONTRACT AWARD NO.:

17PSX0219

Contract Award Date:

17 December 2019

RFP Due Date:

1 March 2018

CONTRACT AWARD

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

DESCRIPTION: E-sourcing Solution

FOR: Department of Administrative Services		TERM OF CONTRACT: 17 December 2019 through 31 December 2024	
		AGENCY REQUISITION NUMBER:	
IN STATE (NON-SB) CONTRACT VALUE	DAS CERTIFIED SMALL BUSINESS CONTRACT VALUE	OUT OF STATE CONTRACT VALUE	TOTAL CONTRACT AWARD VALUE
		Estimated: \$1,800,000	Estimated: \$1,800,000

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

DISCLAIMER OF VALUE: The total Contract Award amount stated is intended solely as an estimate, and does not constitute a representation of the actual value of the Contract.

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

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

CONTRACTOR INFORMATION:

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

Company Name: **PERFECT COMMERCE, LLC**

Company Address: **One Compass Way, Suite 120, Newport News, VA 23606**

Contact Person: **Don Albrecht**

Tel. No.: **757-766-8247**

Company/Contact Person Email Address: **donalbrecht@proactis.com**

Contact Person Address: **Same**

Remittance Address: **Same**

Company Web Site:

Delivery: **as identified**

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

Contract Value: **Estimated: \$ 500,000**

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

Agrees to Supply Political SubDivisions: **YES**

APPROVED _____

TINA COSTANZO

Contract Team Leader

(Original Signature on Document in Procurement Files)

CONTRACT

Between

THE STATE OF CONNECTICUT

Acting by its

DEPARTMENT OF ADMINISTRATIVE SERVICES

And

PERFECT COMMERCE, LLC

FOR

SOFTWARE AS A SERVICE

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EXHIBIT E – SERVICE LEVEL AND MAINTENANCE AND SUPPORT AGREEMENT

This Contract (“Contract”) is made by and between the **STATE OF CONNECTICUT** (“State”), acting by its **Department of Administrative Services** (“DAS”) located at 450 Columbus Boulevard, Hartford, CT 06103, under the authority of Sections 4d-2, 4d-5, and 4d-8 of the Connecticut General Statutes and Perfect Commerce, LLC. (“Contractor”), having its principal place of business at 1 Bayport Way, Suite 120, Newport News, Virginia, 23606.

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

1. TERM OF CONTRACT

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

2. DEFINITIONS

- a) **Acceptance:** A reasonable determination made by the Department upon successful User Acceptance Test that the Deliverable, performs to the Specifications and fulfills the business and technical requirements of the Contract.
- b) **Acceptance Date:** The date the Department accepts a Deliverable in accordance with Section 6 below.
- c) **Administrator:** A designated Department representative who is responsible for managing a role based security policy process for the Department’s User access to the SaaS Services.
- d) **Alteration:** The modification, changing, refashioning, remodeling, remaking, revising or reworking of any part of the Deliverable.
- e) **Claims:** All actions, suits, claims, demands, investigations, and proceedings of any kind, open, pending, or threatened, whether mature, un-matured, contingent, known or unknown, at law or in equity in any form.
- f) **Confidential Information:** Any name, number or other information that may be used, alone or in conjunction with any other information, to identify a specific individual including, but not limited to, such individual's name, date of birth, mother's maiden name, motor vehicle operator's license number, Social Security number, employee identification number, employer or taxpayer identification number, alien registration number, government passport number, health insurance identification number, demand deposit account number, savings account number, credit card number, debit card number or unique biometric data such as fingerprint, voice print, retina or iris image, or other unique physical representation. Without limiting the foregoing, Confidential Information shall also include any information that DAS classifies as “confidential” or “restricted.” Confidential Information shall not include information that may be lawfully obtained from publicly available sources or from federal, state, or local government records which are lawfully made available to the general public.

- g) **Confidential Information Breach:** Generally, an instance where an unauthorized person or entity accesses Confidential Information in any manner, including but not limited to the following occurrences: (1) any Confidential Information that is not encrypted or protected is misplaced, lost, stolen or in any way compromised; (2) one or more third parties have had access to or taken control or possession of any Confidential Information that is not encrypted or protected without prior written authorization from the State; (3) the unauthorized acquisition of encrypted or protected Confidential Information together with the confidential process or key that is capable of compromising the integrity of the Confidential Information; or (4) if there is a substantial risk of identity theft or fraud to the client, the Contractor, the Department or State.
- h) **Contractor Parties:** A Contractor's members, directors, officers, shareholders, partners, managers, principal officers, representatives, agents, consultants, employees or any one of them or any other person or entity with whom the Contractor is in privity of oral or written contract and the Contractor intends for such other person or entity to Perform under this Contract in any capacity.
- i) **Corrective Action Plan:** A detailed written plan produced by the Contractor at the request of the Department to correct or resolve Contractor deficiency(ies) identified by the Department in accordance with Section 6.
- j) **Deliverable:** Any product, service, or warranty that is required to be delivered to the Department under this Contract or available under Exhibit A, or both, whether produced by the Contractor or by a third party as a supplier or subcontractor to the Contractor.
- k) **Deliverables Document:** Exhibit A to this Contract - Document which sets forth and describes the Services and Deliverables that are to be provided or made available under to this Contract and the specific requirements and terms applicable to those Services and Deliverables.
- l) **Deliverable Implementation Schedule:** Exhibit D to this Contract setting forth and describing the timeline in which Contractor will deliver the Deliverables.
- m) **Department:** Any and all departments, commissions, boards, bureaus, agencies, institutions, public authorities, offices, councils, associations, instrumentalities, entities or political subdivisions of the State that issue duly authorized Purchase Orders against this Contract.
- n) **Documentation:** Manuals, documents, evidence of licenses, including without limitation certificate of authenticity and other media provided in connection with the SaaS Services.
- o) **Improvement:** Contractor changes made to Deliverables from time to time either to provide additional functions for Department use or to correct errors and other Performance deficiencies noted by the Department and reported to the Contractor that Contractor makes generally available to its customers.
- p) **Intellectual Property:** Subject to the supremacy of Section 33, Sovereign Immunity, any patent, copyrights, trade secrets, trade names, service marks, trademarks, know-how and any other similar rights or intangible assets recognized under any laws or international conventions, and in any country or jurisdiction in the world, as intellectual creations to which rights of ownership accrue, and all registrations,

applications, disclosures, renewals, extensions, continuations or reissues of the foregoing now or hereafter in force.

- q) **Market Statistics:** Aggregated, non-attributable statistical information associated with Transaction Information in the SaaS Services, but does not include information or the presentation of information from which could be reasonably determined: (a) the identity of specific transactions or parties, (b) Transaction Information, or (c) SKU-level pricing contained in specific content.
- r) **Material:** A level of significance that would have affected any decision of a reasonable person in the Department's position regarding whether to agree to a particular provision or would affect any decision of a reasonable person in the Department's position whether to enter into this Contract.
- s) **Perform:** All acts and things of the Contractor and Contractor Parties, severally and collectively, that are necessary or appropriate to fulfill or accomplish this Contract fully, including the Deliverables and all other Contract obligations. For purposes of this Contract, the verb “to Perform” includes all parts of speech.
- t) **Price Schedule:** Exhibit B to this Contract - Document which lists the Deliverables and Services available under this Contract and establishes the component or unit pricing and price schedules for each Deliverable and Service available pursuant to this Contract.
- u) **Purchase Order:** Document issued by a Department for one or more Deliverables in accordance with the terms of this Contract.
- v) **Records:** All working papers and such other information and materials as may have been accumulated by the Contractor in Performing this Contract, including but not limited to, documents, data, plans, books, computations, drawings, specifications, notes, reports, records, estimates, summaries, memoranda and correspondence, kept or stored in any form.
- w) **SaaS Services:** The proprietary, web-enabled computer program(s) and related documentation and services known as WebProcure, utilized by the Contractor to Perform the Deliverables by providing to the Department subscription services, subject to Section 8, SaaS Services.
- x) **Services:** The Performance of labor or work set forth in Exhibit A or in a Statement of Work, whichever is applicable.
- y) **Service Level and Maintenance and Support Agreement:** Exhibit E to this Contract. Document which sets forth and describes the service level and maintenance and support agreement between the parties.
- z) **Solicitation:** Request for Proposal entitled E Sourcing Solution dated February 9, 2018.
- aa) **Specifications:** The written technical and non-technical detailed documentation and descriptions of the Deliverables' capabilities, or intended use, or both, as more fully set forth in this Contract and its exhibits.

- bb) **State:** The State of Connecticut, including the Department and any office, department, board, council, commission, institution or other agency or entity of the State.
- cc) **Statement of Work (SOW):** Statement issued in connection with a Purchase Order for a Deliverable or Service available under this Contract which sets forth all work and payment requirements for Contractor's Performance in connection with said Purchase Order.
- dd) **Term:** The original term of the Contract plus any extensions exercised under Section 1 of the Contract.
- ee) **Termination:** An end to this Contract prior to the end of its Term.
- ff) **Transaction Information:** Transaction information means the specific pricing, quantities, parties and terms of any contract, order, bid, or proposal disclosed directly or indirectly to Contractor in a transaction document during the utilization of the SaaS services, but shall not include any information which was at the time of disclosure (1) intended to be disclosed by Contractor to a contractor, proposed contractor, Contractor Parties or other intended recipient on behalf of the State, or (2) within an enumerated exception to the definition of Confidential Information.
- gg) **Upgrade:** A change to the primary version number of the SaaS Services, generally providing additional features or functionality generally made available to its customers.
- hh) **Update:** As applicable, any update, modification or new release or version of the SaaS Services that Contractor makes generally available to its customers, including patches, fixes, upgrades, enhancements, improvements, or access mode, including without limitation additional capabilities to or otherwise improve the functionality, increase the speed, efficiency, or base operation of the software.
- ii) **User:** A Department representative who is authorized by the State to utilize the SaaS Services on its behalf.
- jj) **User Acceptance Testing (UAT):** Phase in which the Department tests the functionality of the Deliverables with real world scenarios to determine if the Deliverables conform and function according to the Specifications.

3. ACQUIRING DELIVERABLES AND SERVICES

- a) Subject to the terms of this Contract, Contractor shall provide SaaS Services and, as applicable, shall sell, transfer, and convey any other duly ordered Deliverable explicitly agreed to be owned by the State, and/or Perform the Services in accordance with Exhibit A, or in accordance with a Statement of Work, if applicable. The Deliverables shall be itemized in and available under the Price Schedule, and may be acquired through duly issued Purchase Orders.
- b) Any Purchase Order is subject to the terms of this Contract and shall remain in effect until Acceptance of full Performance of all Deliverables and Services contained in the applicable Purchase Order, unless terminated sooner under the terms of this Contract.
- c) Notwithstanding any other provision of this Contract, no material change may be made to the Deliverables set forth in Exhibit A that alters the nature or scope of the Deliverables or their intended use without a mutually agreed written amendment. Any change in the Deliverables set forth in Exhibit A shall be conditioned upon the new product(s) being of a similar nature and having a similar use as the defined Deliverables. An update of the Deliverables or the addition of products that are related to or serve similar functions as the Deliverables is permissible only with the prior written approval of the DAS.
- d) Pricing shall remain firm for the initial five (5) year Term. Thereafter, on the anniversary date of the Contract, Contractor, upon ninety (90) calendar days' prior written notice to DAS, may update pricing on Exhibit B, provided that: (1) the written notice is transmitted and approved by DAS prior to the effective date of any such proposed increase; (2) No Service or Deliverable maintenance or service rate shall increase within the first five (5) years following Acceptance of a Deliverable; and (3) any such price increase shall not exceed 3% over the immediately preceding calendar year, provided further the Parties shall negotiate in good faith on future pricing prior to any extension of the original five (5) year Term.
- e) During the Term and subject to the payment of applicable subscription fees, Contractor shall provide the Department the right to access and use SaaS Services in accordance with Section 8, SaaS Services.
- f) No additions to or reductions in the Deliverables and prices for work completed in the Performance of any Purchase Order shall be permitted unless the Department issues a change order in accordance with the provisions of Section 5.
- g) The Department shall issue a Purchase Order when acquiring any Deliverable or Service available under this Contract and, if appropriate, a Statement of Work mutually acceptable to the purchasing Department and the Contractor.

4. PROJECT PERSONNEL

The Department shall designate a project administrator (the “Project Administrator”), who may be replaced at the discretion of the Department, and shall notify Contractor in writing of such designation. The Project Administrator shall have the authority to act for the Department under this Contract for scheduling, issue resolution, meeting coordination and information dissemination and for any Deliverables. Such authority shall continue to be in effect throughout the Term, unless the Department sooner notifies Contractor in writing of any change in the authority or identity of the Project Administrator.

5. CHANGE ORDERS

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

6. DELIVERABLE EVALUATION & ACCEPTANCE

- a) Any Deliverable provided by Contractor under the terms of this Contract will be subject to User Acceptance Testing. User Acceptance Testing begins as of the date the Department notifies the Contractor in writing that the Department is ready to test access to and use of the SaaS Services. The Department shall commence User Acceptance Testing within thirty (30) days after Contractor provides notice of the delivery of any Deliverable or Service provided by Contractor. The following procedures will apply during UAT:
- 1) The Department shall provide Contractor with (a) written notice of Acceptance or (b) a written statement which identifies in reasonable detail, with references to the applicable requirements, any deficiencies preventing Acceptance.
 - 2) Contractor shall have five (5) business days, or such other period mutually agreed upon by the parties in writing, from the date it receives the notice of deficiencies to complete corrective actions to make the Deliverable conform in all material respects to the applicable Specifications. The Department shall review the corrected Deliverable actions and notify Contractor in writing of acceptance or rejection in accordance with the foregoing provisions of this section.
 - 3) The Acceptance Date for a Deliverable shall be the date of written notice of Acceptance of the Deliverable from Department to Contractor.
- b) After the Department Accepts each of the Deliverables, the Department shall perform UAT on the SaaS Services prior to Acceptance and prior to implementing the SaaS Services in the Department's production environment. If UAT for the SaaS Services is successfully completed, the Department shall in writing notify the Contractor of the Department's Acceptance of the Deliverables, and the date of such notice will be the Acceptance Date for the Deliverables.

c) If requested by Contractor, Department may complete Contractor's acceptance certificate, in a form reasonably acceptable to Department, so long as such certificate does not amend, alter or modify in any way the terms of this Contract.

7. PAYMENTS AND CREDITS

a) The Department shall pay for Deliverables within forty-five (45) days after the latter of the Acceptance Date and receipt of Contractor's properly documented invoice.

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

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

8. SAAS SERVICES

a) After Acceptance and subject to payment of the applicable fees, the Contractor shall provide the SaaS Services, in accordance with Exhibit A and Exhibit B, and the following:

1. reasonable and competent assistance in accordance with the requirements of Exhibit D;
2. Updates and Upgrades at no additional cost; and
3. update any Deliverable to cause it to operate under new versions or releases.
4. maintain sufficient and competent Deliverable support services staff to satisfy its obligations under this Contract.

b) If a Deliverable(s) becomes not usable due to new versions or releases, the Contractor shall have thirty (30) days from the date of written notification by the Department to provide an Update to restore functions to the standards required under this Contract. If the Contractor fails to provide such Update, the Department may cease payments until such time as the Deliverable operates in conformance with the Specifications and may require Contractor to reimburse the Department for any amount paid by the Department for the period during which the Deliverable(s) were not usable. If, after the expiration of thirty (30) days from the date of said notification, the Deliverable remains not usable, then the applicable SaaS Services may be terminated at the option of said Department without further obligation or liability.

c) The SaaS Services shall automatically renew for successive twelve (12) month periods unless ninety (90) days' prior written notice of termination is provided to the Contractor by DAS before the end of the then current term of services or the expiration of the purchase order or SOW.

d) Throughout the Term of the Contract and subject to the payment of applicable fees, Contractor grants to the Department a non-transferable, non-exclusive, limited right to access and use the SaaS Services, and allow Authorized Users to do the same, solely for the Department's operations and purposes during the Term and

thereafter during any transition period provided pursuant to the Contract. The Department shall have the right to provide other State entities access and use of the SaaS Services.

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

f) Neither the State nor the Department will sell, sublicense, distribute, rent, lease or assign the SaaS Services to any other person or entity.

g) Contractor shall provide to the Department user IDs and passcodes or other secured means to access the SaaS Services as applicable. The Department may request additional user IDs and passcodes. The Department is responsible for maintaining the confidentiality of its user IDs and passcodes and will be solely liable for all activities that occur under the Department's user IDs. The Department shall immediately notify Contractor of any unauthorized use of the State's user IDs and change any affected passcodes. The Department agrees to access the SaaS Services in a secure manner which currently require, to the extent applicable, the State's use of web browsers utilizing 256 bit SSL encryption.

The Department "opts-in" and consents to the use by the Contractor of any cookies necessary for the SaaS Services to function properly. The Department may "opt-out" or revoke consent of the use of cookies by the Contractor at any time, upon reasonable notice to Contractor. If the Department "opts-out" or revokes consent of the use of cookies by the Contractor, the Contractor may discontinue providing the SaaS Services to the Department without breaching this Contract. Contractor's use of cookies shall be limited to measuring performance characteristics of WebProcure and User experiences. Use of cookies will not identify a specific User.

h) The SaaS Services will enable the Department to develop procurement related solicitation documents, contracts and related materials. Contractor is not a party to, third party beneficiary of, or a guarantor of performance with respect to any subsequent agreement between the Department and any third party. Consequently, the Contractor will have no role, rights or duties concerning (i) the quality, safety, legality or availability of products accessed through the SaaS Services, the terms on which those products are offered or purchased, or the third party's compliance with an agreement that it may execute with the Department and (ii) the distribution or shipping of the products of a contractor. Further, Contractor shall have no ownership, title, licenses, rights and interest, including, but not limited to, perpetual use, of and to any products or services of any of those third parties.

i) Notwithstanding anything to the contrary, the Department acknowledges and agrees that the availability of the SaaS Services is subject to the availability of connection services to and within the Internet and to other network functions within and around the Internet and that the Internet, by its nature, is not fault-tolerant and Contractor shall not have any liability for any breach of any representation, warranty or covenant of this Contract that arises out of or relates to the unavailability of such connection services and other network functions.

k) The Department understands and agrees that Contractor may modify the SaaS Services, their names, or the manner in which the SaaS Services are made available. The Contractor shall not make any Material modifications if the modifications are likely to adversely affect the functionality of the SaaS Services in any way. If any Material modification does adversely affect the Performance level required by this Contract, then

the Contractor shall undo the modifications and return the SaaS Services to the Performance levels that comport with this Contract. The Department further understands and agrees that, upon reasonable advance written notice to the Department which shall be at least thirty (30) days, the Contractor reserves the right to replace any of the SaaS Services with services offering the same or more functionality than its predecessor.

- l) In the event any Deliverable or the SaaS Services becomes the actual or prospective subject of any Intellectual Property rights claim or proceeding, Contractor shall , at its discretion, either:
1. Modify the Deliverable or substitute another equally suitable Deliverable (provided that the Performance of the modified or substitute Deliverable equals or exceeds that of the original Deliverable);
 2. Obtain for the State or Department the right to continued use of the Deliverable; or
 3. If use of the Deliverable is prevented by injunction, credit the State or Department for any charges as a result of the enjoined use the Contractor shall refund the Department the amount of the fees paid to the Contractor for the portion of the applicable term found to be infringing within 30 days' of receiving notice from the State or Department.

The foregoing rights do not apply with respect to SaaS Services or portions or components thereof (i) not supplied by Contractor, (ii) made in whole or in part in accordance with the Department's Specifications, (iii) that are modified after delivery by Contractor, (iv) that are combined with other products, processes or materials where the alleged infringement relates to such combination, (v) where it is alleged that the Department has infringed on such rights and continues the allegedly infringing activity after being notified thereof and after receiving modifications that would avoid the alleged infringement, or (vi) where the Department's use of such SaaS Services constitutes a breach of this Contract.

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

n) Any Alteration of SaaS Services that changes the operation or functionality of the SaaS Services by the Department without prior written consent of Contractor shall void the obligations of Contractor under Section 8, and Exhibit A for the SaaS Services.

o) Proprietary Rights.

1. Title to Technology. All Intellectual Property Rights pertaining to Contractor, the SaaS Services, and any other Services provided by the Contractor under this contract, in whole or in part, shall be, vest with and remain the exclusive property of Contractor and its third party licensors.
2. Title to Transaction Information. As between the Parties, all Intellectual Property Rights in Transaction Information supplied by the Department and/or its contractors in connection with the SaaS Services are and shall remain the exclusive property of the Department. Contractor makes no claims, warranties or representations with regard to the ownership of Transaction Information. Notwithstanding the foregoing, Market Statistics are and shall remain the exclusive property of Contractor.

3. All title, right, and interest in and to any data, information or materials provided by the Department or the State’s vendors and submitted to Contractor, including, parametric information regarding products such as item descriptions, product and service attributes, units of measures, categories, price, payment methods, photographs, drawings, audio, video, technical specifications, and any associated marketing literature or point of purchase information, including any updates, revisions, and corrections thereto, but not including transaction documents or any portion of the SaaS Services (collectively, “Content”), in the course of Performance shall remain the property of the Department or applicable vendor or other third party owners. If all or part of any Content becomes the subject of a Claim or if Contractor believes that its possession or use of such Content may violate a third party’s intellectual property rights or applicable law, then the Contractor shall, upon being made so aware, remove such Content.

9. CONFIDENTIALITY; NONDISCLOSURE

- a) The State shall exercise at least the same degree of care to safeguard any trade secrets or confidential information of Contractor SaaS Services as the State does its own property of a similar nature and shall take reasonable steps to assure that neither the SaaS Services nor any part thereof received by the State under this Contract shall be disclosed for reasons other than its own business operations. Such prohibition on disclosures shall not apply to disclosures by the State to its employees or its representatives, provided such disclosures are reasonably necessary to the State’s use of the Deliverable, and provided further that the State shall take all reasonable steps to ensure that the Deliverable is not disclosed by such parties in contravention of this Contract. The State’s performance of the requirements of this section shall be subject to the State of Connecticut Freedom of Information Act, as amended.
- b) All Records, including any data owned by the State in any form, in the possession of the Contractor or Contractor Parties must remain within the continental United States and may not be stored, hosted or otherwise maintained outside of the continental United States.

10. PROTECTION OF CONFIDENTIAL INFORMATION

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

2. Reasonable restrictions on access to records containing Confidential Information, including access to any locked storage where such records are kept;
3. A process for reviewing policies and security measures at least annually;
4. Creating secure access controls to Confidential Information, including but not limited to passwords; and
5. Encrypting of Confidential Information that is at rest, stored on laptops, portable devices or being transmitted electronically.

c) The Contractor and Contractor Parties shall notify DAS, the Department and the Connecticut Office of the Attorney General as soon as practical, but no later than twenty-four (24) hours, after they become aware of or suspect that any Confidential Information which Contractor or Contractor Parties have come to possess or control has been subject to a Confidential Information Breach. If a Confidential Information Breach has occurred, the Contractor shall, within three (3) business days after the notification, present a credit monitoring and protection plan to the Commissioner of Administrative Services, the Department and the Connecticut Office of the Attorney General, for review and approval. Such credit monitoring or protection plan shall be made available by the Contractor at its own cost and expense to all individuals affected by the Confidential Information Breach. Such credit monitoring or protection plan shall include, but is not limited to reimbursement for the cost of placing and lifting one (1) security freeze per credit file pursuant to Connecticut General Statutes § 36a-701a. Such credit monitoring or protection plans shall be approved by the State in accordance with this section and shall cover a length of time commensurate with the circumstances of the Confidential Information Breach. The Contractors' costs and expenses for the credit monitoring and protection plan shall not be recoverable from DAS, the Department, any State of Connecticut entity or any affected individuals.

d) The Contractor shall incorporate the requirements of this section in all subcontracts requiring each Contractor Party to safeguard Confidential Information in the same manner as provided for in this section.

e) Nothing in this section shall supersede in any manner Contractor's or Contractor Party's obligations pursuant to HIPAA or any provisions of this Contract concerning the obligations of the Contractor as a Business Associate of Covered Entity.

11. RISK OF LOSS & INSURANCE

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

b) Throughout the Term, Contractor shall maintain, at Contractor's sole cost and expense, a policy or policies of commercial general liability insurance, including contractual liability coverage, in an amount not less than \$1,000,000.00 for all damages arising out of bodily injuries to, or death of, all persons and injuries to or destruction of property, in any one accident or occurrence, and, subject to that limit per accident, a total (or

aggregate) limit of \$2,000,000.00 per occurrence for all damages arising out of bodily injuries to, or death of, all persons and injuries to or destruction of property per policy period. Such insurance policy or policies shall name the State as additional insured. Contractor shall provide the State a certificate of insurance evidencing the above coverage on an annual basis and shall not begin performance of the Services until such a certificate has been provided to DAS, and, if requested, the Department.

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

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

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

12. FORCE MAJEURE EVENTS

- a) The parties shall not be excused from their respective Contract obligations except in the case of Force Majeure Events and as otherwise provided for in this Contract.
- b) If a Force Majeure Event prevents a party from complying with any obligation or satisfying any conditions under this Contract, then that failure to comply will not constitute a breach if (A) that party uses reasonable efforts to comply (B) that party's failure to comply is not due to its failure to (i) take reasonable measures to protect itself against Force Majeure Events or (ii) develop and maintain a reasonable contingency plan to respond to Force Majeure Events, and (C) that party complies with its obligations under subsection (c) of this section.
- c) If a Force Majeure Event occurs, then the noncomplying party shall promptly notify the other party of occurrence of that Force Majeure Event, its effect on its obligations under the Contract, and how long the noncomplying party expects the noncompliance to last. Thereafter, the noncomplying party shall update that information as reasonably necessary, or as the other party may reasonably request, whichever is more frequent. During a Force Majeure Event, the noncomplying party shall use reasonable efforts to limit damages to the other party and to resume complying with its obligations under this Contract.
- d) Failure to provide written notice of any Force Majeure Event as soon as the failing party becomes aware of it, or failure by the other party to Act in response to the notice, does not excuse any delays or failures in Performance or obligations.

- e) Force Majeure Events means strikes, lockouts, riot, sabotage, rebellion, insurrection, acts of war, acts of terrorism, failure of or inadequate permanent power, fire, flood, earthquake, epidemics, natural disasters, and acts of God.

13. GENERAL PROVISIONS

- a) Section headings and document titles used in this Contract are included for convenience only and shall not be used in any substantive interpretation of this Contract.
- b) If any term of this Contract is decided by a proper authority to be invalid, the remaining provisions of the Contract shall be unimpaired and the invalid provision shall be replaced by a provision which comes closest to the intention underlying the invalid provision. Contractor shall comply with the statutes, regulations, Executive Orders and policies incorporated into this Contract to the extent that such statutes, regulations, Executive Orders and/or policies are applicable to Contractor in connection with its Performance under this Contract.
- c) The failure at any time by either party to this Contract to require performance by the other party of any provision shall not affect in any way the full right to require such performance at any time thereafter. The failure of either party to enforce or pursue a right or remedy shall not constitute a waiver of the right or remedy itself, unless such a waiver is expressed in writing and signed by a duly authorized representative of the waiving party.
- d) In any case where the consent or approval of either party is required to be obtained under this Contract, such consent or approval shall not be unreasonably withheld or delayed. No such consent or approval shall be valid unless in writing and signed by a duly authorized representative of that party. Such consent or approval shall apply only to the given instance, and shall not be deemed to be a consent to, or approval of, any subsequent like act or inaction by either party.
- e) The Department shall not remove or destroy any proprietary markings or proprietary legends placed upon or contained within any Deliverable.
- f) Except as may be otherwise provided for in this Contract, the Department shall not assign, mortgage, alter, relocate or give up possession of any Deliverable to which Contractor retains title without the prior written consent of Contractor.
- g) Contractor represents and warrants that it shall not, without prior written consent from the State, make any reference to the Department or the State in any of Contractor's advertising or news releases. The Contractor may use the State's and/or the Department's name as a specific citation within proposals it submits.
- h) Contractor shall execute any and all documents and take any actions which may be reasonably necessary to perfect the rights granted to the State in Section 8.
- i) Neither Department nor Contractor's personnel who had substantive contact with personnel of the other in the course of the Performance shall directly or indirectly employ, solicit, engage or retain the services of such an employee of the other party to this Contract during its Term and for a period of one year from the Termination of this Contract or such longer period as may be required by State statute. This provision shall not restrict the right of either party to solicit or recruit generally in the media.
- j) The Department shall cooperate with Contractor in the Performance, including, (i) providing Contractor with adequate working space, equipment and facilities and timely access to data, information, and personnel of the State; (ii) providing experienced and qualified personnel to perform their assigned tasks and duties in a competent and timely fashion; (iii) providing a stable, fully functional system infrastructure environment which will support the Deliverables and allow Contractor and the Department to work productively; and (iv) promptly

notifying Contractor of any issues, concerns or disputes with respect to the Deliverables. The Contractor shall not be responsible for, among other things, the actions of the Department’s personnel and agents, and the accuracy and completeness of all data and information provided to Contractor by the Department for purposes of the Performance.

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

l) Contractor may (i) provide any Deliverables to any person or entity, and (ii) shall have a royalty-free, worldwide, perpetual license to use or incorporate into the SaaS Services, any suggestions, ideas, enhancement requests, feedback, recommendations or other information provided by the State or its Users and (iii) develop for itself, or for others, materials or processes including those that may be similar to those produced as a result of the Performance, provided that, Contractor complies with its obligations of confidentiality set forth in Sections 8, 9 and 10.

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

n) The Contractor shall assume responsibility for the entire Performance under the Contract regardless of whether the Contractor itself undertakes all of the Performance, or, any or all Contractor Parties Perform in any way. The Contractor shall be the sole point of contact concerning the management of the Contract, including Performance and payment issues. The Contractor is solely and completely responsible for adherence by the Contractor Parties to all applicable provisions of the Contract.

14. COMMUNICATIONS

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

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

Contractor: Perfect Commerce, LLC
1 Bayport Way, Suite 120
Newport News, Virginia
23606
Attention: Don Albrecht

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

Department: The individual specified in the applicable Purchase Order

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

15. WHISTLEBLOWER PROVISION

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

16. DISCLOSURE OF PUBLIC RECORDS PROVISION

This Contract may be subject to the provisions of Section 1-218 of the Connecticut General Statutes. In accordance with this statute, each contract in excess of two million five hundred thousand dollars between a public agency and a person for the performance of a governmental function shall (a) provide that the public agency is entitled to receive a copy of records and files related to the performance of the governmental function, and (b) indicate that such records and files are subject to FOIA and may be disclosed by the public agency pursuant to FOIA. No request to inspect or copy such records or files shall be valid unless the request is made to the public agency in accordance with FOIA. Any complaint by a person who is denied the right to inspect or copy such records or files shall be brought to the Freedom of Information Commission in accordance with the provisions of Sections 1-205 and 1-206 of the Connecticut General Statutes.

17. 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.

18. BREACH

- a) If either party breaches the Contract in any respect, the non-breaching party shall provide written notice of the breach to the breaching party by overnight or certified mail, return receipt requested, to the most current address the breaching party has furnished for the purposes of correspondence and afford the breaching party an opportunity to cure within thirty (30) days from the date that the breaching party receives the notice. In the case of a Contractor breach, DAS may set forth any period greater or less than thirty (30) days, so long as such time period is otherwise consistent with the provisions of this Contract (for the purposes of this paragraph, the time period set forth by the non-breaching party shall be referred to as the “right to cure period”). The right to cure period shall be extended if the non-breaching party is satisfied that the breaching party is making a good faith effort to cure, but the nature of the breach is such that it cannot be cured within the right to cure period.
- b) In the event of a breach, DAS may require the Contractor to prepare and submit to DAS or the Department a Corrective Action Plan in connection with an identified breach. The Corrective Action Plan shall provide a detailed explanation of the reasons for the cited deficiency(ies), the Contractor’s assessment or diagnosis of the cause, and a specific proposal to cure or resolve the deficiency(ies). The Contractor shall submit the Corrective Action Plan within ten (10) business days following the request for the plan by DAS and is subject to approval by the Department or DAS, which approval shall not unreasonably be withheld. Notwithstanding the submission and acceptance of a Corrective Action Plan, Contractor remains responsible for achieving all Performance criteria. The acceptance of a Corrective Action Plan shall not excuse prior substandard Performance, relieve Contractor of its duty to comply with Performance standards, or prohibit the State from pursuing additional remedies or other approaches to correct substandard Performance.
- c) The written notice of the breach may include an effective Termination date. If the identified breach is not cured by the stated Termination date, unless otherwise modified by the non-breaching party in writing prior to such date, no further action shall be required of any party to effect the Termination as of the stated date. If the notice does not set forth an effective Termination date, the non-breaching party shall be required to provide the breaching party no less than twenty four (24) hours written notice prior to terminating the Contract, such notice to be provided in accordance with Section 19(c).
- d) If the Department reasonably and in good faith determines the Contractor has not Performed in accordance with the Contract, the State may withhold payment in whole or in part in an amount reasonably related to the non-Performance pending resolution of the Performance issue, provided that the State notifies the Contractor in writing prior to the date that the payment would have been due.
- e) Notwithstanding any provisions in this Contract, DAS may terminate this Contract with no right to cure period for Contractor’s breach or violation of any of the provisions in the section concerning Representations and Warranties and revoke any consent to assignments given as if the assignments had never been requested or consented to, without liability to the Contractor or Contractor Parties or any third party.
- f) Termination under this Breach section is subject to the provisions of the Termination section in this Contract.

19. TERMINATION

- a) Notwithstanding any provisions in this Contract, the DAS, through a duly authorized employee, may Terminate the Contract whenever DAS makes a written determination that such Termination is in the best interests of the State. DAS shall notify the Contractor in writing of Termination pursuant to this section, which notice shall specify the effective date of Termination and the extent to which the Contractor must complete its Performance under the Contract prior to such date.
- b) Notwithstanding any provisions in this Contract, DAS may, through a duly authorized employee, after making a written determination that the Contractor has breached the Contract and that there is a current breach with the Contractor has failed to cure within the right to cure period, Terminate the Contract in accordance with its terms. In event of such Termination, if the Material breach is such that the SaaS Services does not conform to the requirements of this Contract, then the Contractor shall reimburse the Department for any amount paid by the Department for the period during which the Deliverable(s) were not usable beginning on the date at which the Material breach occurred.
- c) DAS shall send the notice of Termination via certified mail, return receipt requested, to the Contractor at the most current address which the Contractor has furnished to DAS for purposes of correspondence, or by hand delivery. Upon receiving the notice from the DAS, the Contractor shall immediately discontinue all services affected in accordance with the notice, undertake commercially reasonable efforts to mitigate any losses or damages and deliver to the Department all Records. The Records are deemed to be the property of the Department and the Contractor shall deliver them to the Department the sooner of thirty (30) days after the Termination of the Contract and fifteen (15) days after the Contractor receives a written request from the Department for the Records. The Contractor shall deliver those Records that exist in electronic, magnetic or other intangible form in a non-proprietary format, such as, but not limited to, ASCII or .TXT, or other mutually agreed upon format.
- d) Upon receipt of a written notice of Termination from DAS, the Contractor shall cease operations as DAS directs in the notice, and take all actions that are necessary or appropriate, or that DAS may reasonably direct, for the protection, and preservation of any goods and any other property. Except for any work which DAS directs the Contractor to Perform in the notice prior to the effective date of Termination, and except as otherwise provided in the notice, the Contractor shall terminate or conclude all existing subcontracts and purchase orders and shall not enter into any further subcontracts, purchase orders or commitments.
- e) The Department shall, within forty-five (45) days of the effective date of Termination, reimburse the Contractor for its Performance rendered and accepted by the Department, in addition to all reasonable costs, incurred after Termination in completing those portions of the Performance which the notice required the Contractor to complete. However, the Contractor is not entitled to receive and the Department is not obligated to tender to the Contractor any payments for anticipated or lost profits. Upon request by DAS, the Contractor shall assign to DAS or the Department, or any replacement contractor which DAS or the Department designates, all subcontracts, purchase orders, and other information pertaining to its Performance, and remove from State premises, whether leased or owned, all of Contractor's property, equipment, waste material and rubbish related to its Performance, all as DAS may request.
- f) 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.

g) Termination of the Contract pursuant to this section shall not be deemed to be a breach of the Contract by the State.

20. REPRESENTATIONS AND WARRANTIES

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

- a) if they are entities, they are duly and validly existing under the laws of their respective states of organization and authorized to conduct business in the State of Connecticut in the manner contemplated by the Contract. Further, as appropriate, they have taken all necessary action to authorize the execution, delivery and Performance of the Contract and have the power and authority to execute, deliver and Perform their obligations under the Contract;
- b) they will comply with all applicable State and Federal laws and municipal ordinances in satisfying their obligations to the State under and pursuant to the Contract, including, but not limited to (1) Connecticut General Statutes Title 1, Chapter 10, concerning the State’s Codes of Ethics and (2) Title 4a concerning State purchasing, including, but not limited to Section 22a-194a concerning the use of polystyrene foam;
- c) the execution, delivery and Performance of the Contract will not violate, be in conflict with, result in a breach of or constitute (with or without due notice and/or lapse of time) a default under any of the following, as applicable: (1) any provision of law; (2) any order of any court or the State; or (3) any indenture, agreement, document or other instrument to which it is a party or by which it may be bound;
- d) they are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any governmental entity;
- e) as applicable, they have not, within the three years preceding the Contract, in any of their current or former jobs, been convicted of, or had a civil judgment rendered against them or against any person who would Perform under the Contract, for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a transaction or contract with any governmental entity. This includes, but is not limited to, violation of Federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records or property, making false statements, or receiving stolen property;
- f) they are not presently indicted for or otherwise criminally or civilly charged by any governmental entity with commission of any of the offenses listed above;
- g) they have notified DAS in writing whether they have had any contracts with any governmental entity terminated for cause within the three (3) years preceding the Effective Date;
- h) they have not employed or retained any entity or person, other than a bona fide employee working solely for them, to solicit or secure the Contract and that they have not paid or agreed to pay any entity or person, other than a bona fide employee working solely for them, any fee, commission, percentage, brokerage fee, gifts, or any other consideration contingent upon or resulting from the award or making of the Contract or any assignments made in accordance with the terms of the Contract;

- i) to the best of their knowledge, there are no Claims involving the Contractor or Contractor Parties that might reasonably be expected to materially adversely affect their businesses, operations, assets, properties, financial stability, business prospects or ability to Perform fully under the Contract;
- j) they shall disclose, to the best of their knowledge, to the State in writing any Claims involving them that might reasonably be expected to materially adversely affect their businesses, operations, assets, properties, financial stability, business prospects or ability to Perform fully under the Contract, no later than twenty (20) calendar days after becoming aware of any such Claims. For purposes of the Contractor's obligation to disclose any Claims to the State, the ten (10) calendar days in the section of this Contract concerning disclosure of Contractor Parties litigation shall run consecutively with the ten (10) days provided for in this representation and warranty;
- k) their participation in the Solicitation process is not a conflict of interest or a breach of ethics under the provisions of Title 1, Chapter 10 of the Connecticut General Statutes concerning the State's Code of Ethics;
- l) the proposal submitted by Contractor in response to the Solicitation was not made in connection or concert with any other person, entity or proposer, including any affiliate (as defined in the Tangible Personal Property section of this Contract) of the proposer, submitting a proposal for the same Solicitation, and is in all respects fair and without collusion or fraud;
- m) they are able to Perform under the Contract using their own resources or the resources of a party who was not a proposer;
- n) the Contractor shall obtain in a written contract all of the representations and warranties in this section from any Contractor Parties and require that provision be included in any contracts and purchase orders with such Contractor Parties;
- o) they have paid all applicable workers' compensation second injury fund assessments concerning all previous work done in Connecticut; they have a record of compliance with Occupational Health and Safety Administration regulations without any unabated, willful or serious violations;
- p) they are not delinquent in the payment of unemployment compensation contributions;
- q) they are not delinquent in the payment of any taxes owed, or, that they have filed a sales tax security bond, and they have, if and as applicable, filed for motor carrier road tax stickers and have paid all outstanding road taxes;
- r) all of their vehicles used in the Performance of this Contract have current registrations and, unless such vehicles are no longer in service, they shall not allow any such registrations to lapse;
- s) each Contractor Party has vested in the Contractor plenary authority to bind the Contractor Parties to the full extent necessary or appropriate to ensure full compliance with and Performance in accordance with all of the terms of the Contract and that all appropriate parties shall also provide, no later than fifteen (15) days after receiving a request from DAS or the Department, such information as DAS or the Department may require to evidence, in their sole determination, compliance with this section;

- t) they either own or have the authority to use the SaaS Services;
- u) to the best of Contractor’s knowledge, the SaaS Services does not infringe or misappropriate any Intellectual Property right of a third party;
- v) to the best of Contractor’s knowledge Department's use of any SaaS Services in a manner consistent with this Contract shall not infringe or misappropriate any Intellectual Property right of a third party.

21. DISCLOSURE OF CONTRACTOR PARTIES LITIGATION

The Contractor shall require that all Contractor Parties, as appropriate, disclose to the Contractor, to the best of their knowledge, any Claims involving the Contractor Parties that might reasonably be expected to materially adversely affect their businesses, operations, assets, properties, financial stability, business prospects or ability to Perform fully under the Contract, no later than twenty (20) calendar days after becoming aware of any such Claims. Disclosure shall be in writing.

22. STATE COMPTROLLER’S SPECIFICATIONS

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

23. CHIEF INFORMATION OFFICER SUBCONTRACT APPROVAL

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

24. RIGHTS TO AND INTEGRITY OF PUBLIC RECORDS

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

25. PUBLIC RECORDS AND FOIA

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

26. DISCLOSURE OF PUBLIC RECORDS

In accordance with Conn. Gen. Stat. § 4d-36, neither the Contractor nor Contractor Parties shall disclose to the public any public records (a) which they possess, modify or create pursuant to this Contract or any contract, subcontract or amendment to a contract or subcontract and (b) which a state agency (1) is prohibited from disclosing pursuant to state or federal law in all cases, (2) may disclose pursuant to state or federal law only to certain entities or individuals or under certain conditions or (3) may withhold from disclosure pursuant to state or federal law. This provision shall not be construed to prohibit the Contractor from disclosing such public records to any Contractor Parties to carry out the purposes of its subcontract. For purposes of this section, “public records” shall have the meaning set forth in Conn. Gen. Stat. § 1-200, as it may be modified from time to time.

27. PROFITING FROM PUBLIC RECORDS

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

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

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

29. GENERAL ASSEMBLY ACCESS TO RECORDS

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

30. CONTINUITY OF SYSTEMS

- a) This section is intended to comply with Conn. Gen. Stat. §4d-44, as it may be amended.
- b) The Contractor acknowledges that the Systems and associated services are important to the function of State government and that they must continue without interruption. Pursuant to Conn. Gen. Stat. §4d-44, as it may be amended, if the work under the Contract, any subcontract, or amendment to either, is transferred back to the State or to another contractor at any time for any reason, then the Contractor shall cooperate fully with the State, and do and Perform all acts and things that DAS deems to be necessary or appropriate, to ensure continuity of state agency information system and telecommunication system facilities, equipment and services so that there is no disruption or interruption in Performance as required or permitted in the Contract. The Contractor shall not enter into any subcontract for any part of the Performance under the Contract without approval of such subcontract by DAS, as required by Conn. Gen. Stat. §4d-32, as it may be amended, and without such subcontract including a provision that obligates the subcontractor to comply fully with Conn. Gen. Stat. §4d-44, as it may be amended, as if the subcontractor were in fact the Contractor. The Contractor shall make a full and complete disclosure of and delivery to DAS or its representatives of all Records and “Public Records,” as that term is defined in Conn. Gen. Stat. §4d-33, as it may be amended, in whatever form they exist or are stored and maintained and wherever located, directly or indirectly concerning the Contract.
- c) The parties shall follow the below applicable and respective procedures in order to ensure the orderly transfer to the State the following:
1. facilities and equipment: Unless a shorter period is necessary or appropriate to ensure compliance with subsection (a) above, in which case that shorter period shall apply, the Contractor shall deliver to DAS, F.O.B. Hartford, Connecticut or other State location which DAS identifies, all facilities and equipment related to or arising out of the Contract, subcontract or amendment, no later than 10 days from the date that the work under the Contract is transferred back to the State or to another contractor for any reason. The Contractor shall deliver the facilities and equipment to DAS, during DAS’s business hours, in good working order and in appropriately protective packaging to ensure delivery without damage. Concurrent with this delivery, the Contractor shall also deliver all related operation manuals and other documentation in whatever form they exist and a list of all related passwords and security codes;
 2. software Deliverables created or modified pursuant to the Contract, subcontract or amendment: Unless a shorter period is necessary or appropriate to ensure compliance with subsection (a) above, in which case that shorter period shall apply, the Contractor shall deliver to DAS, F.O.B. Hartford, Connecticut or other location which DAS identifies, all Deliverables, no later than 10 days from the date that the work under the SOW or Contract is transferred back to the State or to another contractor for any reason. The Contractor shall deliver such Deliverables to DAS, during DAS’s business hours, in good working order, and if equipment shall be delivered, in appropriately protective packaging to ensure delivery without damage. Concurrent with this delivery, the Contractor shall also deliver all Deliverable-related operation manuals and other documentation in whatever form they exist, if delivery of such manuals and documentation is required by this Contract or the SOW for such Deliverable, and a list of all Deliverable passwords and security codes; and
 3. Public Records, as defined in Conn. Gen. Stat. §4d-33, as it may be amended, which the Contractor or Contractor Parties possess or create pursuant to the Contract, subcontract or amendment: Unless a shorter period is necessary or appropriate to ensure compliance with subsection (a) above, in which case that shorter period shall apply, the Contractor shall deliver to DAS, F.O.B. Hartford, Connecticut

or other State location which DAS identifies, all Public Records created or modified pursuant to the Contract, Statement of Work, subcontract or amendment and requested in writing by DAS (provided that Contractor may redact confidential information of Contractor, its personnel or third parties to the extent permitted by applicable law) no later than the latter of (1) the time specified in the section in this Contract concerning Termination for the return of Public Records and (2) 10 days from the date that the work under the Contract or Statement of Work is transferred back to the State or to another contractor for any reason. The Contractor shall deliver to DAS those Public Records in electronic, magnetic or other intangible form in a non-proprietary format, such as, but not limited to, ASCII or TXT. The Contractor shall deliver to DAS, during DAS's business hours, those Public Records and a list of all applicable passwords and security codes, all in appropriately protective packaging to ensure delivery without damage.

d) If the Contractor employs former State employees, the Contractor shall facilitate the exercising of any reemployment rights that such State employees may have with the State, including, but not limited to, affording them all reasonable opportunities during the workday to interview for State jobs. The Contractor shall include language similar to this section in all of its contracts with its subcontractors and applicable Contractor Parties so that they are similarly obligated.

31. TANGIBLE PERSONAL PROPERTY

a) The Contractor on its behalf and on behalf of its Affiliates, as defined below, shall comply with the provisions of Conn. Gen. Stat. §12-411b, as follows:

1. For the term of the Contract, the Contractor and its Affiliates shall collect and remit to the State of Connecticut, Department of Revenue Services, any Connecticut use tax due under the provisions of Chapter 219 of the Connecticut General Statutes for items of tangible personal property sold by the Contractor or by any of its Affiliates in the same manner as if the Contractor and such Affiliates were engaged in the business of selling tangible personal property for use in Connecticut and had sufficient nexus under the provisions of Chapter 219 to be required to collect Connecticut use tax;
2. A customer's payment of a use tax to the Contractor or its Affiliates relieves the customer of liability for the use tax;
3. The Contractor and its Affiliates shall remit all use taxes they collect from customers on or before the due date specified in the Contract, which may not be later than the last day of the month next succeeding the end of a calendar quarter or other tax collection period during which the tax was collected;
4. The Contractor and its Affiliates are not liable for use tax billed by them but not paid to them by a customer; and
5. Any Contractor or Affiliate who fails to remit use taxes collected on behalf of its customers by the due date specified in the Contract shall be subject to the interest and penalties provided for persons required to collect sales tax under chapter 219 of the general statutes.

b) For purposes of this section of the Contract, the word "Affiliate" means any person, as defined in Section 12-1 of the general statutes, that controls is controlled by, or is under common control with another person. A person controls another person if the person owns, directly or indirectly, more than ten per cent of the voting securities of the other person. The word "voting security" means a security that confers upon the

holder the right to vote for the election of members of the board of directors or similar governing body of the business, or that is convertible into, or entitles the holder to receive, upon its exercise, a security that confers such a right to vote. "Voting security" includes a general partnership interest.

c) The Contractor represents and warrants that each of its Affiliates has vested in the Contractor plenary authority to so bind the Affiliates in any agreement with the State of Connecticut. The Contractor on its own behalf and on behalf of its Affiliates shall also provide, no later than 30 days after receiving a request by the State's contracting authority, such information as the State may require to ensure, in the State's sole determination, compliance with the provisions of Chapter 219 of the Connecticut General Statutes, including, but not limited to, §12-411b.

32. INDEMNIFICATION

a) The Contractor shall indemnify, defend and hold harmless the State and its officers, representatives, agents, servants, employees, successors and assigns from and against any and all (1) Claims arising, directly or indirectly, in connection with the Contract for the acts of commission or omission (collectively, the "Acts") of the Contractor or Contractor Parties; and (2) liabilities, damages, losses, costs and expenses, including but not limited to, attorneys' and other professionals' fees, arising, directly or indirectly, in connection with Claims, Acts or the Contract. The Contractor shall use counsel reasonably acceptable to the State in carrying out its obligations under this section. The Contractor's obligations under this section to indemnify, defend and hold harmless against Claims includes Claims concerning confidentiality of any part of or all of the Contractor's bid, proposal or any Records, any Intellectual Property rights, other proprietary rights of any person or entity, copyrighted or non-copyrighted compositions, secret processes, patented or unpatented inventions, articles or appliances furnished or used in the Performance.

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

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

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

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

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

33. SOVEREIGN IMMUNITY

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

34. SUMMARY OF STATE ETHICS LAWS

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

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

- a) The State and its agents, including, but not limited to, the Connecticut Auditors of Public Accounts, Attorney General and State's Attorney and their respective agents, may, at reasonable hours, inspect and examine all of the parts of the Contractor's and Contractor Parties' plants and places of business which, in any way, are related to, or involved in, the performance of this Contract.
- b) The Contractor shall maintain, and shall require each of the Contractor Parties to maintain, accurate and complete Records. The Contractor shall make all of its and the Contractor Parties' Records available at all reasonable hours for audit and inspection by the State and its agents.
- c) The State shall make all requests for any audit or inspection in writing and shall provide the Contractor with at least twenty-four (24) hours' notice prior to the requested audit and inspection date. If the State suspects fraud or other abuse, or in the event of an emergency, the State is not obligated to provide any prior notice.
- d) The Contractor will pay for all costs and expenses of any audit or inspection which reveals information that, in the sole reasonable determination of the State, is sufficient to constitute a breach by the Contractor under this Contract. The Contractor will remit full payment to the State for such audit or inspection no later than 30 days after receiving an invoice from the State. If the State does not receive payment within such time, the State may setoff the amount from any moneys which the State would otherwise be obligated to pay the Contractor in accordance with this Contract's Setoff provision.
- e) The Contractor shall keep and preserve or cause to be kept and preserved all of its and Contractor Parties' Records until three (3) years after the latter of (i) final payment under this Contract, or (ii) the expiration or earlier termination of this Contract, as the same may be modified for any reason. The State may request an audit or inspection at any time during this period. If any Claim or audit is started before the expiration of this period, the Contractor shall retain or cause to be retained all Records until all Claims or audit findings have been resolved.

f) The Contractor shall cooperate fully with the State and its agents in connection with an audit or inspection. Following any audit or inspection, the State may conduct and the Contractor shall cooperate with an exit conference.

g) The Contractor shall incorporate this entire section verbatim into any contract or other agreement that it enters into with any Contractor Party.

36. CAMPAIGN CONTRIBUTION RESTRICTION

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

37. EXECUTIVE ORDERS

This Contract is subject to the provisions of Executive Order No. Three of Governor Thomas J. Meskill, promulgated June 16, 1971, concerning labor employment practices, Executive Order No. Seventeen of Governor Thomas J. Meskill, promulgated February 15, 1973, concerning the listing of employment openings and Executive Order No. Sixteen of Governor John G. Rowland promulgated August 4, 1999, concerning violence in the workplace, all of which are incorporated into and are made a part of the Contract as if they had been fully set forth in it. The Contract may also be subject to Executive Order No. 14 of Governor M. Jodi Rell, promulgated April 17, 2006, concerning procurement of cleaning products and services, Executive Order No. 61 of Governor Dannel P. Malloy promulgated December 13, 2017 concerning the Policy for the Management of State Information Technology Projects, as issued by the Office of Policy and Management, Policy ID IT-SDLC-17-04, and Executive Order No. 49 of Governor Dannel P. Malloy, promulgated May 22, 2015, mandating disclosure of certain gifts to public employees and contributions to certain candidates for office in accordance with their respective terms. If Executive Orders 14, 61 or 49 are applicable, it is deemed to be incorporated into and are made a part of the Contract as if it had been fully set forth in it. At the Contractor's request, the State shall provide a copy of these orders to the Contractor.

38. NONDISCRIMINATION

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

- i. "Commission" means the Commission on Human Rights and Opportunities;
- ii. "Contract" and "contract" include any extension or modification of the Contract;
- iii. "Contractor" and "contractor" include any successors or assigns of the Contractor or contractor;
- iv. "Gender identity or expression" means a person's gender-related identity, appearance or behavior, whether or not that gender-related identity, appearance or behavior is different from that traditionally associated with the person's physiology or assigned sex at birth, which gender-related identity can be shown by providing evidence including, but not limited to, medical history, care or treatment of the gender-related identity, consistent and uniform assertion of the gender-related identity or any other

evidence that the gender-related identity is sincerely held, part of a person's core identity or not being asserted for an improper purpose;

- v. "good faith" means that degree of diligence which a reasonable person would exercise in the performance of legal duties and obligations;
- vi. "good faith efforts" shall include, but not be limited to, those reasonable initial efforts necessary to comply with statutory or regulatory requirements and additional or substituted efforts when it is determined that such initial efforts will not be sufficient to comply with such requirements;
- vii. "marital status" means being single, married as recognized by the state of Connecticut, widowed, separated or divorced;
- viii. "mental disability" means one or more mental disorders, as defined in the most recent edition of the American Psychiatric Association's "Diagnostic and Statistical Manual of Mental Disorders", or a record of or regarding a person as having one or more such disorders;
- ix. "minority business enterprise" means any small contractor or supplier of materials fifty-one percent or more of the capital stock, if any, or assets of which is owned by a person or persons: (1) who are active in the daily affairs of the enterprise, (2) who have the power to direct the management and policies of the enterprise, and (3) who are members of a minority, as such term is defined in subsection (a) of Connecticut General Statutes § 32-9n; and
- x. "public works contract" means any agreement between any individual, firm or corporation and the State or any political subdivision of the State other than a municipality for construction, rehabilitation, conversion, extension, demolition or repair of a public building, highway or other changes or improvements in real property, or which is financed in whole or in part by the State, including, but not limited to, matching expenditures, grants, loans, insurance or guarantees.

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

b) (1) The Contractor agrees and warrants that in the performance of the Contract such Contractor will not discriminate or permit discrimination against any person or group of persons on the grounds of race, color, religious creed, age, marital status, national origin, ancestry, sex, gender identity or expression, status of a veteran, intellectual disability, mental disability or physical disability, including, but not limited to, blindness, unless it is shown by such Contractor that such disability prevents performance of the work involved, in any manner prohibited by the laws of the United States or of the State of Connecticut; and the Contractor further agrees to take affirmative action to [insure] ensure that applicants with job-related qualifications are employed and that employees are treated when employed without regard to their race, color, religious creed, age, marital status, national origin, ancestry, sex, gender identity or expression, status of a veteran, intellectual disability, mental disability or physical disability, including, but not limited to, blindness, unless it is shown by the Contractor that such disability prevents performance of the work involved; (2) the Contractor agrees, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, to state that it is an "affirmative action-equal opportunity employer" in accordance with regulations adopted by the Commission; (3) the Contractor agrees to provide each labor union or representative of workers with which the Contractor has a collective bargaining Agreement or other contract or understanding and each vendor with which the Contractor has a contract or understanding, a notice to be provided by the Commission, advising the labor union or workers' representative of the Contractor's commitments under this section and to post copies of the notice in

conspicuous places available to employees and applicants for employment; (4) the Contractor agrees to comply with each provision of this Section and Connecticut General Statutes §§ 46a-68e and 46a-68f and with each regulation or relevant order issued by said Commission pursuant to Connecticut General Statutes §§ 46a-56, 46a-68e and 46a-68f; and (5) the Contractor agrees to provide the Commission on Human Rights and Opportunities with such information requested by the Commission, and permit access to pertinent books, records and accounts, concerning the employment practices and procedures of the Contractor as relate to the provisions of this Section and Connecticut General Statutes § 46a-56. If the contract is a public works contract, the Contractor agrees and warrants that he will make good faith efforts to employ minority business enterprises as subcontractors and suppliers of materials on such public works projects.

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

d) The Contractor shall develop and maintain adequate documentation, in a manner prescribed by the Commission, of its good faith efforts.

e) The Contractor shall include the provisions of subsection (b) of this Section in every subcontract or purchase order entered into in order to fulfill any obligation of a contract with the State and such provisions shall be binding on a subcontractor, vendor or manufacturer unless exempted by regulations or orders of the Commission. The Contractor shall take such action with respect to any such subcontract or purchase order as the Commission may direct as a means of enforcing such provisions including sanctions for noncompliance in accordance with Connecticut General Statutes §46a-56; provided if such Contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the Commission, the Contractor may request the State of Connecticut to enter into any such litigation or negotiation prior thereto to protect the interests of the State and the State may so enter.

f) The Contractor agrees to comply with the regulations referred to in this Section as they exist on the date of this Contract and as they may be adopted or amended from time to time during the term of this Contract and any amendments thereto.

g) (1) The Contractor agrees and warrants that in the performance of the Contract such Contractor will not discriminate or permit discrimination against any person or group of persons on the grounds of sexual orientation, in any manner prohibited by the laws of the United States or the State of Connecticut, and that employees are treated when employed without regard to their sexual orientation; (2) the Contractor agrees to provide each labor union or representative of workers with which such Contractor has a collective bargaining Contract or other contract or understanding and each vendor with which such Contractor has a contract or understanding, a notice to be provided by the Commission on Human Rights and Opportunities advising the labor union or workers' representative of the Contractor's commitments under this section, and to post copies of the notice in conspicuous places available to employees and applicants for employment; (3) the Contractor agrees to comply with each provision of this section and with each regulation or relevant order issued by said Commission pursuant to Connecticut General Statutes § 46a-56; and (4) the Contractor agrees to provide the Commission on Human Rights and Opportunities with such information requested by the Commission, and permit access to pertinent books, records and accounts, concerning the employment practices and procedures of the Contractor which relate to the provisions of this Section and Connecticut General Statutes § 46a-56.

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

39. OWNERSHIP OF DATA

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

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

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

d) The Contractor’s failure to deliver and transfer possession of the Data to a duly authorized agent of the Department shall constitute, without more, a de facto breach of this Contract. Consequently, the Contractor shall indemnify, defend and hold harmless the Department and the State, as appropriate, for any and all damages, costs and expenses associated directly or indirectly with such failure. The damages, costs and expenses shall include, but not be limited to, those resulting from any corresponding contracting for credit or identity protection services, or both, and from any subsequent non-State use of any Data. If Contractor Parties will Perform for any purpose under this paragraph, the Contractor represents and warrants that it shall cause each of the Contractor Parties to so Perform and that each has vested in the Contractor plenary authority to cause the Contractor Parties to Perform. For purposes of this Ownership of Data Section, “Perform” shall include, but not be limited to, the obligations relating to the sale, transfer of Title, removal and transfer of possession of the Data and indemnifying and holding harmless the Department and the State. The Contractor on its own behalf and on behalf of the Contractor Parties shall also provide, no later than 30 days after receiving a request by the Department, such information as the Department may identify to ensure, in the Department’s sole discretion, compliance with the provisions of this Ownership of Data Section. This Ownership of Data Section survives Termination.

40. LIMITATION OF LIABILITY

Contractor's total cumulative liability under this Contract, whether related to indemnification or for breach, whether in contract, tort or otherwise, excluding claims due to gross negligence or willful misconduct, shall be limited to two and one half times the total amount payable to Contractor by the State under the Contract during the twelve (12) months immediately preceding the breach event giving rise to the Claim. Notwithstanding any provision in the Contract, the parties agree that neither party shall be liable for consequential, special, incidental, punitive or exemplary damages, costs, expenses, or losses, including without limitation, lost profits and opportunity costs

41. TERMS

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

42. WORKERS' COMPENSATION

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

43. BACKGROUND CHECKS

The Contractor and Contractor Parties shall submit to and incur the cost of fingerprint supported federal and state criminal history background checks as may be reasonably required by the State, the State of Connecticut Department of Emergency Services and Public Protection, or as provided for in any State document that governs procedures for background checks as is legally permissible. The Contractor and Contractor Parties shall cooperate as reasonably requested with the State and its agents in connection with such background checks.

44. AMENDMENTS; SUPREMACY AND ENTIRETY OF CONTRACT

No amendment to or modification of this Contract shall be valid or binding unless made in writing, signed by the parties and, if applicable, approved by the Connecticut Attorney General. Any and all Purchase Orders, , Statements of Work or other documents authorized in connection with this Contract shall be subject to the terms of this Contract. This Contract contains the complete and exclusive statement of the terms agreed to by the parties.

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SIGNATURE PAGE OF CONTRACT

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

PERFECT COMMERCE, LLC

STATE OF CONNECTICUT

Department of Administrative Services

BY: _____

BY: _____

NAME: Craig Slater

NAME: Carol Wilson

TITLE: US & UK Managing Director

TITLE: Director of Procurement

Duly Authorized

Duly Authorized

DATE: _____

DATE: _____

APPROVED AS TO FORM:

STATE OF CONNECTICUT

Office of the Attorney General

BY: _____

NAME: Joseph Rubin

TITLE: Assistant Deputy Attorney General

DATE: _____

Exhibit A
DELIVERABLES
17PSX0219

The Contractor shall provide a SaaS E-Sourcing Solution (“WebProcure”) that will manage procurement sourcing functions for the Department. The SaaS Services solution will include subscription access to WebProcure, a hosted, commercial off-the-shelf (COTS) software solution, project management and implementation services to the Department as described in this Contract and its exhibits.

SaaS Software Services shall be provided on an annual subscription fee basis and include an unlimited number of Department Users.

The Contractor shall allow Connecticut municipalities, political subdivisions and qualified Connecticut non-profits as defined in C.G.S. 4a-54, to participate in this agreement during the Term of this Contract. Except for additional implementation fees that may apply to municipalities, political subdivisions and qualified Connecticut non-profits should they request consulting services, the terms, including price, of this contract shall apply to any such contract, but may be amended upon mutual consent of the Parties.

I. SaaS Software Solution – WebProcure

- A. The annual SaaS Software Services fee includes access to the following modules that Contractor warrants, throughout the Term of the Contract, collectively perform the functions and fulfill the Specifications.
 - 1. Vendor management and registration module
Vendor self-service portal, real-time Q & A collaboration center, vendor management and scorecards;
 - 2. Solicitation management module
Solicitation creation, scoring and award, and bid board functions;
 - 3. Contract management module
Contract administration, contract creation, contract board, vendor performance, milestones, spend and clause library functions;
 - 4. Workflow management
Request for solicitation approval, solicitation approval (pre-issue, pre-award, pre-addendum) and contract approval; and
 - 5. Analytics and Reporting Standard report templates, ad hoc and custom reports, dashboards.
- B. Multi-factor authentication: Contractor shall provide a multi-factor authentication option at no additional cost to the Department when made available by Contractor and upon the Department's request for multi-factor authentication.
- C. The Department, through a mutually agreed upon Contract supplement, and Connecticut municipalities, political subdivisions and qualified Connecticut non-profits,

Exhibit A
DELIVERABLES
17PSX0219

through such separate piggyback or contracting vehicle as may be available to them, may add any one or more of the WebProcure modules identified below to a contract with the Contractor during the Term at a mutually agreed upon cost.:

1. Additional WebProcure Modules include:
 - a. Request Management: Electronic requisitioning via integrated catalog and round-trip options;
 - b. Order Management: purchase order creation, change order, and electronic distribution/acknowledgement;
 - c. Catalog Management: Catalog management for buyers;
 - d. Receipt Management: receiving for goods and services for 3-way matching; and
 - e. Invoice Management: creation, reconciliation, reporting and settlement.

II. Contract and Project Administration

A. Contractor Responsibilities

1. As a condition precedent to commencing any work pursuant to a purchase order or SOW, Contractor shall assign and dedicate a team of personnel for each phase throughout the entire project that includes a Project Administrator dedicated to the successful completion of all project activities and deliverables for each project phase.
2. Pursuant to Exhibit D, and prior to commencing any work pursuant to a purchase order or SOW, Contractor shall prepare and deliver a detailed project work plan / implementation schedule covering the complete project scope and deliverables, activities and tasks, and timelines.
3. Prepare and present a project kick-off presentation to the Department pursuant to Exhibit D.
4. Prepare and deliver project status reports on a weekly basis or other scheduled timeframe identified by the Department that identify project task status, risks to meeting milestones and project changes affecting scheduled deliverables.
5. Change Management: communicate and prioritize project changes within five (5) days to be managed via team collaboration with project schedule and budget.

Exhibit A
DELIVERABLES
17PSX0219

B. Department Responsibilities

1. The Department designated Administrator shall be responsible for implementing a role based security policy process for access to the SaaS Services.
2. Review and approve the project work plan with Contractor.
3. Provide subject matter expertise for the duration of the project.
4. Communicate with and manage participation of any third party engaged in the project.
5. Ensure the timely review and feedback for all deliverables provided by Contractor at a mutually agreeable turnaround.
6. Contribute to and approve the project work plan and implementation schedule
7. Participate in status meetings.
8. Administer project changes. Project change requests will be reviewed, approved, or rejected within a mutually agreed upon timeframe.
9. Request, schedule and assign qualified Department personnel to participate in and execute tasks as required throughout the project.
10. Provide a single point of contact for the resolution of any technical issues related to any third party system interfaces.
11. Provide a single point of contact for the resolution of any infrastructure issues related to State hosted environments.
12. Provide a single point of contact for the identification of integration points and the resolution of any technical issues related to the State's financial system.

III. Implementation

A detailed implementation methodology will be utilized throughout the project. The implementation methodology will identify the Deliverables and key responsibilities for each task for the Department and the Contractor.

- A. All Phases – For all phases and tasks associated with the parties identified in the tables below, the following applies:

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R = Responsible - *The Responsible party is the one who Performs and completes, or through Contractor Parties causes the Performance or completion of, the activity or Deliverable.*

A = Accountable - *The Accountable party is responsible for ensuring correctness of the Performance. The Accountable party will also act as the approver of or formal sign-off for deliverables*

C = Consulted - *The Consulted party participates in the Performance as the subject matter expert or provides consultative input.*

I = Informed - *The Informed party is updated on progress and/or delivery of the activity or deliverable.*

Phase: All Phases			
	Task Description	Contractor	Department
1	Overall program management	I	R
2	Project Management of Contractor tasks, delivery team and internal Contractor teams	R	I
3	Project Management of Department tasks, delivery team and internal Department teams	I	R
4	Change Management	C	R
5	Supplier enablement and onboarding management	C	R

B. Project Assessment and Solution Design Phase

1. Kick off meeting: Collaboration between Contractor and Department to verify project goals, performance expectations, schedules, milestones, and roles and responsibilities.
2. Discovery: Contractor implementation team will collect and prioritize business requirements and functional specification details related to current processes, operations and users to develop a master project plan, implementation schedule, future-state process flows, detailed design for data conversion and user interfaces. Contractor tasks during the Discovery phase include:
 - a. Defining as-is processes, business process workflows, existing system interfaces, procurement procedures, business rules, security standards, roles and responsibilities, organization attributers and hierarchy, and review and approval requirements.
 - b. Finalize use of additional/custom fields (solicitations, contracts, etc.)
 - c. Identify a data migration plan to include data export formats available, data availability accessibility, data quantity and quality, security restrictions, timelines for execution, and risk assessment.

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- d. Develop to-be business process model that identifies the workflow and functions for each business process for each WebProcure module.

3. Prepare WebProcure environments

Contractor will collect system configuration information to prepare the WebProcure environments. Contractor shall configure two (2) standard environments: Production and Stage.

Phase: Project Assessment and Solution Design Phase			
	Task Description	Contractor	Department
1	Finalize Contractor resource plan and deploy resources	R	I
2	Finalize Department resource plan and deploy resources	C	R
3	Develop workshop schedule based on Contractor recommended session list	C	R
4	Document any required as-is and to-be business processes including process design documents	I	R
5	Assign a functional owner for each in-scope interface to be single point of contact for the project	I	R
6	Update standard discovery workshop materials to prepare for discovery sessions	R	I
7	Develop project kick-off material and coordinate the project kick-off meeting	C	R
8	Define project governance structure and align implementation methodology	C	R
9	Create Contractor draft project plan	R	A
10	Provide as-is business process documentation in advance of workshops	I	R
11	Provide named list of workshop participants based on roles identified	I	R
12	Schedule resources and manage logistics for workshops per agreed upon schedule	C	R
13	Coordinate any required Department inputs to the plan phase	C	R
14	Update Contractor draft project plan to create Contractor Baseline Project Plan	R	A
15	Lead workshops to gather design decisions	R	A
16	Attend workshops with appropriate personnel who have authority to make design decisions for business processes	R	A
17	Ensure appropriate personnel representation in workshops across all business areas	C	R

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18	Drive Department business Users to leverage a standard set of business processes within WebProcure across the organization	C	R
19	Make key design decisions around process and configuration	C	R
20	Document any solution gaps identified during the workshops and mutually agree on resolution	R	C
21	Create configuration design workbook based on design and configuration decisions	R	A
22	Determine training requirements and develop training plan	C	R
23	Begin development of end user training plan	I	R
24	Determine testing participants and manage logistics	I	R
25	Support Department integration design sessions	C	R
26	Provide remote network access to middleware for development, if applicable	C	R
27	Create Contractor integration design documents	R	A
28	Create department integration design documents	C	R
29	Determine testing participants and manage logistics	I	R
30	Develop change management plan detailing the change management strategy	C	R
31	Conduct final sign-off for exiting the project solution and design phase	R	A

C. Execution and Build Phase

Contractor shall ensure efficient and effective development and implementation cycles for all WebProcure modules selected by the Department.

Phase: Execution and Build Phase			
	Task Description	Contractor	Department
A. Build Activities			
1	Build vendor registration in user acceptance testing ("UAT") environment	R	C
2	Build integration mappings per the Contractor integration design documents	C	R
3	Build in-scope back end interfaces per Department integration design documents	C	R
4	Configure firewall, if required, to enable communication/integration with Contractor systems	C	R
5	Configure back end systems to prepare for in scope integrations	C	R
6	Unit test mapping build	R	I

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7	Unit test back end configuration and interface build	C	R
8	Configure Users per configuration design document in UAT environment	R	C
9	Configure solicitation document library in UAT environment	R	C
10	Configure contract document library in UAT environment	R	C
11	Conduct final sign-off for exiting the build phase	R	A
B. Test Preparation Activities			
1	Develop a test plan	R	C
2	Develop a test schedule	R	C
3	Create integration test cases / scripts	R	A
4	Create test scenarios / scripts (functional and UAT)	C	R
5	Coordinate UAT resources	I	R
6	Develop user acceptance criteria	C	R

D. Implementation Go Live Phase

During the go live phase, Contractor shall ensure the successful completion of required testing, training and roll out.

1. Testing shall include:

- a. Functional testing: unit, integration, and regression including the creation of any documented test scripts;
- b. Performance testing: user scalability, data volume scalability, load scalability and reliability testing; and
- c. Capacity testing: user scalability, data volume scalability, load scalability, and stress verification.

2. Training

- a. Contractor shall provide training and training materials in a format and quantity identified in the project plan, at no cost to the Department for each module purchased pursuant to Exhibit E, Service Level Agreement.
- b. Training shall include a train the trainer approach for the Department.
- c. Contractor shall provide support-related training for issues management and maintenance.

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- d. Additional training methods available include computer based interactive tutorials, robust context sensitive online help, online instructor-led webinars, video recordings of instructor led training sessions and onsite training sessions.

3. Go Live

Contractor team shall remain accessible to the Department for 60 days from Acceptance and Go Live to ensure a successful hand off to Contractor’s customer care team. Contractor shall provide a dedicated strategic account manager to ensure success with Contractor solutions, assess performance, and discuss challenges or new initiatives.

Phase: Implementation Go Live Phase			
	Task Description	Contractor	Department
A. Integration test phase			
1	Lead testing meetings including defect/triage during test phase	C	R
2	Gather, consolidate and submit all production master data required to complete solutions build	C	R
3	Manage defects assigned to Contractor	R	I
4	Manage business process issues which do not have a technical solution	I	R
5	Manage defects and drive resolution of defects with back end interfaces	C	R
6	Maintain issues list and all issues reporting during the integration testing phase	I	R
7	Initiate integration test scenarios where the Contractor solution is the source system	R	A
8	Initiate integration test scenarios where the Department system is the source system	A	R
9	Document test execution results	I	R
10	Conduct final sign off for exiting the integration test phase	R	A
B. UAT test phase			
1	Lead testing meetings, including defect/triage during test phase	C	R
2	Manage defects assigned to Contractor	R	I
3	Manage business process issues which do not have a technical solution	I	R
4	Maintain issues list for all issues reported during the UAT testing phase	I	R
5	Initiate and execute UAT test scenarios and corresponding scripts	C	R
6	Document test execution results	I	R
7	Provide support to UAT team for testing activities	R	A
8	Conduct final sign off for exiting the test phase	R	A

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C. Training phase – train the trainer			
1	Provide Contractor standard training materials	R	I
2	Provide training sessions per scope	R	A
3	Coordinate logistics of training sessions	I	R
4	Ensure all appropriate personnel resources attend training	I	R
D. Training phase – end user training			
1	Coordinate logistics of training sessions	I	R
2	Distribute Contractor standard training materials to required end users	I	R
3	Conduct end user training sessions, leveraging train the trainer sessions	I	R
4	Ensure all appropriate personnel resources attend training	I	R
E. Preparation for deploy phase			
1	Develop cutover plan for Contractor in scope systems	R	A
2	Incorporate contractor cutover plan into overall program Cutover Plan, if applicable	C	R
F. Go Live			
1	Provide Contractor support process document outlining support processes and escalation path	R	I
2	Complete Department support plan detailing Department support procedures	I	R
3	Execute Contractor tasks in cutover plan to deploy Contractor production platform	R	A
4	Execute Department tasks in cutover plan	I	R
5	Publish Department support procedures	C	R
6	Test and verify specifications Perform in production	C	R
7	Begin transition process to Contractor customer operations manager	C	R
8	Begin transition process to Contractor customer support team	R	I
9	Initiate user go live communications	I	R
10	Conduct final sign off for exiting the deploy phase	R	A
G. Closeout phase			
1	Provide escalation path for priority one and priority two tickets as defined in Exhibit E	R	I
2	Manage defects assigned to Contractor	R	I
3	Schedule post deployment checkpoint meetings with Contractor	C	R
4	Conduct end user training sessions as outlined in project plan	I	R
5	Provide personnel as points of contact for key operational areas	I	R

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6	Perform final communications to suppliers	C	R
7	Plan, manage, and communicate rollout to User community	I	R
8	Manage open issue log for the duration of the post deployment transition phase	C	R
9	Transition from Contractor's project team to Contractor's global customer support team	R	C
10	Implement steady State support	C	R
11	Plan for participation in quarterly management reviews	R	C
12	Conduct final sign off for exiting the transition phase	R	A
13	Complete project closeout documentation and conduct final sign off for project closure and Acceptance.	R	A

IV. Data Migration, Integration and Conversion

Contractor shall provide data migration, integration and conversion services to the Department to transfer or exchange required data from Department's existing system ("Biznet") to WebProcure and from WebProcure to Biznet. Department existing systems are PeopleSoft and Biznet.

A. Contractor Responsibilities

1. Contractor shall be responsible for the planning and coordination of data and file integration, migration and conversion to support the successful transition to WebProcure.
2. Assist in the preparation of the initial data migration plan.
3. Develop conversion procedures to import Department existing data, validate, error log, capture statistics and produce error reports.
4. Contractor shall accept a file on a daily basis from the Department with vendor information, using Tax ID Number and a unique identifier. Contractor shall update the matching vendor record in WebProcure with the PeopleSoft vendor ID, which will be visible to Users when viewing the vendor profile.
5. Contractor shall accept a feed from the Department's Biznet system to capture SBE/MBE data.
6. Contractor shall be responsible for data migration of existing active data from Biznet that includes active contract data and existing vendor contract data.
7. Contractor shall provide technical resources and expertise that are dedicated to the successful integration, migration and conversion of Department systems' data.
8. Contractor shall utilize a mutually agreeable format that may include CSV, Excel or XML for data conversion and migration.

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B. Department Responsibilities

1. Department shall identify contract data fields that must be populated from Biznet to WebProcure.
2. Department shall establish, and Contractor shall accept, the data and file format requirements to feed SBE/MBE data to WebProcure.
3. Department shall provide technical resources for Biznet that requires integration, migration and conversion.
4. Department shall establish, and Contractor shall accept, the required data and file formats for data conversion and migration
5. Make available file/record layout of the data to be converted or migrated with descriptions of all required fields including their data types and value ranges.
6. Department is responsible for full source system metadata, catalog documentation, and business rules that clarifies data use and intent of source system, as well as questions Contractor may have regarding meaning, usage, and formal and informal business rules.
7. Develop consistent procedures to extract the data from Biznet
8. Provide extraction of existing Biznet data in agreed-upon format
9. Assist in the creation and review of the initial data conversion plan
10. Review a list of fields that do not map to WebProcure. Forward as gaps to Project Administrator and technical resources for further review and mutual determination of resolution.

**EXHIBIT B – PRICE SCHEDULE
17PSX0219**

Deliverable	Number of Authorized Users	Unit of Measure	Annual Subscription Fee	Total
Vendor Management Module Solicitation Management Module Contract Management Module Workflow Management Module Analytics & Reporting Module	Unlimited	Years 1-5	\$259,400, paid as described in Section I below	\$1,297,000
Implementation		fixed fee as described in Section V below		\$193,000
Travel expenses for air and hotel		Years 1-5 as described in Section III below		\$15,000
Termination assistance		fixed fee as described in Section IV below		\$18,000

I. WebProcure SaaS Subscription Fees:

A. Year 1 annual subscription fee will be due and payable as follows:

1. 60% upon the execution of the Contract and;
2. The remaining 40% due 180 days after the execution date of the Contract

B. Subsequent renewals for years 2 through 5 will be paid in advance on the Contract renewal date

II. Implementation - fixed fee

A. Implementation fee includes 80 hours of development hours that can be utilized for out-of-scope enhancement items deemed required by the State;

1. Excludes enhancements to satisfy statutory requirements which will be developed at no additional charge.
2. Change requests that exceed this allotment will go through the outlined Change Request process and be charged at \$150.00 per hour.

**EXHIBIT B – PRICE SCHEDULE
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III. Travel Expenses

The Department shall approve air travel & hotel expenses billed additionally at actual cost. Contractor shall not exceed \$15,000 maximum total travel expenses for the Term.

IV. Termination assistance

- A. Contractor shall provide termination assistance and return the State’s data, pursuant to Section 39 of the Contract, in a mutually agreeable format upon termination, cancellation, or expiration of any purchase order or SOW.
- B. Termination assistance fee shall be a fixed fee payable as a lump sum payment upon the Department’s Acceptance of the data returned by Contractor.

V. Implementation Milestone Payment Schedule (fixed fee)

Payments shall be made upon successful completion and Department Acceptance of each project milestone/deliverable as identified in the schedule below and detailed in Exhibit D:

Project Phase	Exhibit D Task	Milestone Payment Amount	Payment Event upon Acceptance by the Department
Project Initiation	1	10% - \$19,350	Stage (test) enabled
Vendor Registration and Management	2	15% - \$29,025	Vendor registration site and configuration of vendor management users approved in Stage (test) instance
Solicitation and Contract Management	3 & 4	35% - \$67,725	Configuration of initial users, workflow and bid types approved in Stage (test) instance
Pilot Implementation	5, 6, 7 & 8	25% - \$48,375	Configuration of all approved users and related configurations transferred to production instance. Training of initial pilot users (minimum of 20) complete
Agency Implementation / Closeout	9	15% - \$29,025	Configuration of remaining approved users and related configurations transferred to production instance complete.



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

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

CAMPAIGN CONTRIBUTION AND SOLICITATION LIMITATIONS

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

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

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

DUTY TO INFORM

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

PENALTIES FOR VIOLATIONS

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

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

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

CONTRACT CONSEQUENCES

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

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

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

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



DEFINITIONS

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

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

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

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

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

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

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

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

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

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

EXHIBIT D		
DELIVERABLE IMPLEMENTATION SCHEDULE		
CONTRACT #17PSX0219		
Task	Description	Duration
1	Project Initiation	42 days
1.1	Establish project governance	5 days
1.2	Project plan review (scope, timeline, deliverables, user acceptance criteria for functional requirements)	5 days
1.3	Conduct stakeholder analysis	10 days
1.4	Set communication strategy and expectation	15 days
1.5	Set project management tools and process expectations	5 days
1.6	New customer setup	37 days
1.6.1	Establish customer quality assurance ("QA") environment	2 days
1.6.2	Establish customer stage environment	2 days
1.6.3	Establish customer production environment	2 days
1.6.4	Configure commodity code classification	2 days
1.6.5	Provide desired organizational hierarchy	15 days
1.6.6	Create initial organizational structure in stage environment	10 days
1.6.7	Provide list of enterprise administration users for stage environment	5 days
1.6.8	Create enterprise administration users in stage environment	10 days
1.6.9	Provide a list of desired permissions for enterprise administration users in stage environment	15 days
1.6.10	Configure enterprise administration user permissions in stage environment	5 days
1.6.11	Establish initial user roles in stage environment	5 days
1.6.12	Validate enterprise administration configuration in stage environment	15 days
2	Vendor Registration and Management	55 days
2.1	Discovery (as-is analysis)	10 days
2.2	Design (to-be analysis)	15 days
2.3	Design review and approval	15 days
2.4	Build vendor registration	10 days
2.5	Review and approve vendor registration design	5 days
2.6	Develop supplier communication plan	20 days
2.7	Develop supplier onboarding strategy	20 days
2.8	Vendor integration	20 days
2.8.1	Identify vendor migration strategy (optional)	5 days
2.8.2	Integration data mapping	5 days
2.8.3	Integration design document review and approval	5 days
2.8.4	Build integration	5 days
2.8.5	Test integration	5 days
2.9	Conduct vendor management training	5 days
3	Solicitation Management	55 days
3.1	Discovery (as-is analysis)	10 days
3.1.1	Provide a list of desired solicitation types	5 days
3.1.2	Provide example solicitations that contain all desired solicitation clauses for all solicitation types	10 days
3.2	Design (to-be analysis)	25 days
3.2.1	Configure solicitation types	5 days
3.2.2	Configure request types	5 days
3.2.3	Configure field library	20 days
3.2.4	Configure field mapping to solicitation types	5 days
3.2.5	Assign solicitation types to organizations and sub-organizations	5 days
3.3	Configuration	10 days
3.3.1	Solicitation configuration	10 days
3.3.1.1	Provide a list of solicitation users	5 days
3.3.1.2	Configure solicitation users	5 days
3.3.1.3	Provide a list of solicitation approvers and approval groups	5 days

3.3.1.4	Configure solicitation and contract approval groups	5 days
3.3.1.5	Provide solicitation users' desired workflows	5 days
3.3.1.6	Configure solicitation user workflows	5 days
3.4	Verification & validation of configurations	10 days
3.5	Solicitation training	10 days
3.5.1	Request creation (up to 3 2-hour sessions with State buyers and trainers)	10 days
3.5.2	Solicitation creation (up to 3 2-hour sessions with State buyers and trainers)	10 days
3.5.3	Solicitation management (collaboration, addenda) - (up to 3 1-hour sessions with municipal buyers and	10 days
3.5.4	Solicitation evaluation and award - (up to 3 2-hour sessions with State buyers and trainers)	10 days
4	Contract Management	60 days
4.1	Discovery (as-is analysis)	10 days
4.1.1	Provide example contracts that contain all desired contract clauses for all contract types	10 days
4.1.2	Provide a list of contract types	5 days
4.2	Design (to-be analysis)	20 days
4.2.1	Configure contract types	5 days
4.2.2	Configure field library	15 days
4.2.3	Configure field mapping to contract types	5 days
4.3	Configuration	15 days
4.3.1	Provide a list of contract managers and/or support staff	5 days
4.3.2	Configure users	5 days
4.3.3	Provide a list of desired user and org contract workflows	10 days
4.3.4	Configure org and/or user workflow	5 days
4.3.5	Verification & validation of configurations	10 days
4.4	Contract management training	10 days
4.4.1	Contract creation	10 days
4.4.2	Contract management (amendments, notifications, extensions, etc)	10 days
4.5	Contract migration	60 days
4.5.1	Invite vendors to register or migrate vendors	15 days
4.5.2	Provide contract master data	10 days
4.5.3	Review contract master data	5 days
4.5.4	Load contract master data (stage environment)	5 days
4.5.5	Review and validate contract migration	5 days
4.5.6	Load contract master data (production environment)	5 days
4.5.7	Review and validate contract migration	10 days
5	Business Analytics	87 days
5.1	Vendor reporting	10 days
5.2	Solicitation reporting	10 days
5.3	Contract reporting	10 days
6	Train-the-Trainer	87 days
6.1	Vendor management training	10 days
6.2	Solicitation management training	10 days
6.3	Contract management training	10 days
7	Cutover Plan	5 days
7.1	Confirm pilot agencies and go-live dates	5 days
7.2	Complete configuration of vendor registration and management in production environment	5 days
8	Pilot Implementation	23 days
8.1	Complete preparation of pilot agencies	5 days
8.2	Complete training of pilot users	3 days
8.3	Pilot agency go-live	15 days
9	Agency Implementation/Closeout	50 days
9.1	Complete preparation of non-pilot agencies	10 days
9.2	Complete training of non-pilot users	10 days
9.3	Non-pilot agency go-live	30 days

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1) Definitions

- a. **Commercially Reasonable:** with respect to a given obligation, the efforts consistent with the practice of comparable companies with respect to accessing SaaS and providing the Performance identified, that a reasonable person in Contractor's position would use to comply with that obligation as quickly as possible.
- b. **Managed Environment:** the production environment of the SaaS Services which specifically does not include: (1) development, staging or test environments, (2) any elements of the Internet, (3) any part of Contractor's environment not permanently located at the Contractor hosting site, and (4) application components outside the Contractor site firewall.
- c. **Managed Environment Availability:** The total number of minutes in a calendar month, less any Planned Downtime or downtime due to Force Majeure Events.
- d. **Planned Downtime:** Scheduled unavailability of the Managed Environment, including the performance of System upgrades, system enhancements and system routine maintenance activities. Contractor shall provide a schedule for recurring Planned Downtime (e.g., weekly system maintenance) and give Department not less than twenty-four (24) hours' notice of non-recurring Planned Downtime.
- e. **Unscheduled Service Outage:** Interruptions to service that result in the unavailability of the Managed Environment to Department, not including Planned Downtime or interruptions due to Force Majeure Events

2) System Availability

Throughout the Term and at all times in connection with its actual or required Performance under the Contract, Contractor shall use Commercially Reasonable efforts to:

- A. Provide Managed Environment Availability of at least 99% for the production environment during the Term which the Contractor does or is required to Perform under the Contract.
- B. Calculation. The 99% required Managed Environment Availability for the System during any calendar month of productive Department use is computed as follows:

$$\text{(Managed Environment Availability – Unscheduled Service Outage)} \div \text{Managed Environment Availability}$$

- C. System downtime. Contractor shall notify Department at least 24 hours in advance of any Planned Downtime of the System, in whole or in part.

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3) Redundant Hosting and Data Back Up

A. Redundant Hosting

Contractor shall simultaneously operate two (2) Systems in geographically separate locations: (1) Primary Production (Primary System) site and (2) Secondary Disaster Recovery (DR) site within the continental United States. The DR site will be a replica of the Primary System and identical in all respects to the Primary System with the ability to function independently of the Primary System site.

B. Data Back Up

Contractor shall conduct or cause to be conducted, automated daily and weekly back-ups of Confidential Information and all System data.

4) System Performance, Non-Compliance

A. System unavailability

1. The Contractor shall provide Managed Environment Availability as provided in Section 2.A of this Exhibit E. In the event Contractor fails to meet any of the service levels, and such failure causes the Managed Environment Availability to fall below the applicable percentage set forth below, then the Contractor will credit the Department as set forth below in accordance with the applicable percentage achieved.

MANAGED ENVIRONMENT AVAILABILITY

Minimum Monthly Managed Environment Availability	Department Service Credits
99%	<p><99% ≥ 95% = 12.5% of 1/12th of the annual subscription the Monthly Fee</p> <p><95% ≥ 90% = 25% of 1/12th of the annual subscription fee the Monthly Fee</p> <p><90% = 50% of 1/12th of the annual subscription fee Monthly Fee</p>

2. Credits will be computed and applied automatically and will be credited towards the next invoice following such failure to meet the applicable service level. Credits shall reflect an amount that is 1/12th of the annual subscription fee paid by the Department in the applicable year that corresponds to the software application whose minimum monthly Managed Environment Availability goal was not achieved. . . No credits will be given for events resulting from conduct of the Department or its representatives, including (i) negligence of the Department or its representatives, (ii) a failure or malfunction resulting from scripts, applications, equipment, or services provided by the Department, or (iii) outages initiated by Contractor at the request or direction of the Department for maintenance, back up, or other purposes.

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3. If Department terminates the Contract, or the Contract or purchase order expires, prior to the next payment, then Contractor shall pay Department the amount of the service level credit owed for System unavailability or noncompliance within thirty (30) days of Department's written notice to Contractor.

5) System Maintenance and Support

A. Maintenance

The Contractor shall provide Department with System maintenance and support, including, but not limited to, Upgrades, Updates, Improvements and technical support of all SaaS Services including ongoing unlimited telephone technical support, problem identification, escalation and resolution.

Contractor system maintenance shall also include the following:

1. Maintenance of the system so that it operates in material conformity with the Contract and the Contract Exhibits.
2. Detection and correction of system errors pursuant to the Contract and the Contract Exhibits.
3. Hardware maintenance services including any hardware provided by Contractor.
4. System database maintenance, with regular database activities including backups, table re-organizations, database statistics, data security, data import/export functionality.
5. All services necessary to maintain the 99% Managed Environment Availability.
6. Meeting with Department on a mutually agreed upon scheduled basis as requested by the Department, to discuss Software implementation, Upgrades, Updates and Improvements, Hosted Environment, Hosted Services, System maintenance and help desk requests received, change control for hardware or software implementation, and planned and unplanned outages that occurred since the last scheduled status meeting.
7. Department read and report access to the Contractor's help desk portal, enabling Department to track and report on all production issues.

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B. On-Going Support

Contractor shall provide on-going support pursuant to the Maintenance and Support table below.

Maintenance and Support Table

Average Response Times				
Activity	Priority 1	Priority 2	Priority 3	Priority 4
1. Acknowledge / respond to requests.	1 hr	2 hr	1 business day	2 business days
2. Analyze requests and take ownership or re-route. (After the initial acknowledge / respond to request time.)	1 hr	4 hrs	1 business day	5 business days
3. Frequency for communicating status updates to end users for individual support requests.	2 hrs	Daily	As communicated	Monthly or weekly
4. Maximum Elapsed Duration to Resolve User Requests (for visibility of issues)	Every 2 hours*	Daily or as stated in initial response	Days or weeks	Days, weeks or months

C. Help Desk

The Contractor shall provide a toll free telephone number and email address which Department can use to report technical System issues or requests for service. The toll free telephone number will be a direct contact line to Contractor support or help desk.

The Contractor help desk shall:

1. Provide knowledgeable and trained personnel to answer and resolve system support and technical problems. The help desk personnel shall be able to answer “how to” type questions about the System as well as questions about hardware, software, security and internet setting configurations.
2. Respond to the Department caller with a resolution or escalation strategy as defined in the Average Response Times table in Section B above.
3. If support help desk personnel are unable to reach the Department by telephone, the help desk personnel shall leave a voice message for the Department caller and indicate help desk personnel name, time called, and description of how to return the call to obtain further assistance. This voice mail will be immediately followed up by an email to both the Department caller and the Department caller’s supervisor with the same information as specified in the voice mail. Help desk

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personnel shall continue, on a daily basis or other basis agreed upon between Department and Contractor, to update Department on the status of the help desk request.

4. Maintain a log of all help desk calls and document complaints, issues and requests reported to the help desk until such time as the issue is resolved or the Department directs in writing that the Contractor may discard the reported call. The log will be made available to Department electronically in real-time and as part of Contractor’s monthly reporting. Contractor shall deliver the monthly log to Department five (5) business days prior to the monthly meeting. The log shall include, at minimum:
 - a. Time of call;
 - b. Name of caller;
 - c. Caller’s telephone number or email;
 - d. Description of reported issue, complaint or request;
 - e. Indication of whether the issue was resolved at time of call;
 - f. Description of any escalation, investigation and resolution;
 - g. Assigned case number if resolution not provided during call;
 - h. Date, time, and description of final resolution; and
 - i. Contractor sign-off upon resolution.

D. Escalation

1. Issue Severity

In the event that more than one request within the same severity level is reported to the Contractor, Department shall determine the priority of the requests. The severity level of a System issue shall be lowered if the Contractor implements a work-around, as approved by Department that reduces the severity of the System issue.

When responding to System issues or requests for service, the Contractor shall use the severity levels defined in the following table:

Priority	Descriptions / Examples	Required Information
Priority 1 'Urgent'	<ul style="list-style-type: none"> Application is unavailable. No workarounds exist. Revenue stream interrupted (business is down). 	<ul style="list-style-type: none"> Description of the problem (<i>actual vs. expected results</i>). Actions/steps to reproduce the problem. ample/supporting data that illustrates the problem (<i>site URL's, customer id's, order #'s, SKU #'s, User id's, etc.</i>). Documented business Impacts. Root cause of the problem.

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<p>Priority 2 'High'</p>	<ul style="list-style-type: none"> • Application is not achieving its primary goal. • Workarounds exist – though business is still heavily impacted. • Impending Failure or Downtime of an Application. 	<ul style="list-style-type: none"> • Description of the problem (<i>actual vs. expected results</i>). • Actions/steps to reproduce the problem. • Sample/supporting data that illustrates the problem (<i>site URL's, customer id's, order #'s, SKU #'s, User id's, etc.</i>). • Documented business Impacts. • Root cause of the problem.
<p>Priority 3 'Medium'</p>	<ul style="list-style-type: none"> • Application is not achieving its primary goal. • Functionality does not appear to be working as expected. • Acceptable workarounds do exist. • Enhancements that are now work-in-progress. 	<ul style="list-style-type: none"> • Description of the problem (<i>actual vs. expected results</i>). • Actions/steps to reproduce the problem. • Root cause of the problem. • Sample/supporting data that illustrates the problem (<i>site URL's, customer id's, order #'s, SKU #'s, User id's, etc.</i>).
<p>Priority 4 'Low'</p>	<ul style="list-style-type: none"> • Default value for new requests • Application is not achieving its primary goal. • Functionality does not appear to be working as expected. • Acceptable workarounds do exist and/or the business is not noticeably impacted. • The application is due for retirement in the short-term. • Repair costs are much greater than the value-add of the Repair. • New enhancement requests. 	<ul style="list-style-type: none"> • Description of the problem (<i>actual vs. expected results</i>). • Actions/steps to reproduce the problem. • Sample/supporting data that illustrates the problem (<i>Site URL's, customer id's, order #'s, SKU #'s, User id's, etc.</i>). • Root cause of the problem. • Enhancements and changes also require Specifications and other documentation before work can begin.