

STANDARDIZATION
TRANSACTION
ST-83 Rev. 11/22/16
Prev. Rev. 11-13-13
Marcie Wilson
Contract Specialist

STATE OF CONNECTICUT

DEPARTMENT OF ADMINISTRATIVE SERVICES

PROCUREMENT DIVISION

450 Columbus Boulevard, Suite 1202, Hartford, CT 06103

STANDARDIZATION
TRANSACTION NO.:

18PSX0174

Date Approved:

November 16, 2018

860-713-5622
Telephone Number

STANDARDIZATION TRANSACTION

(Approval of Standardization Transaction valued at \$50,000 and over)

DESCRIPTION: **Dude Solutions, Inc.**

FOR:
Department of Administrative Services

TERM OF CONTRACT:
March 21, 2019 through March 20, 2020

TOTAL OF STANDARDIZATION TRANSACTION: **\$106,200.00**

NOTICE TO CONTRACTOR(S): This notice is not a purchase order nor is it an order to ship. Purchase Orders against contracts will be furnished by the using agency or agencies on whose behalf the contract is made. Do not produce or ship without an agency purchase order. Invoice shall be rendered direct to the ordering agency.

CONTRACTOR INFORMATION:

Company Name and Address: **Dude Solutions, Inc.**

Tel. No.: **877-868-3833**

Fax No.: **919-459-3101**

Contractor Total: **\$106,200.00**

Contact Person: **Scott V. Carpenter**

Delivery:

Company E-mail Address and/or Company Web Site: **Dude Solutions, Inc.**

Remittance Address: **11000 Regency Parkway, Suite 110, Cary, NC 27518**

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

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

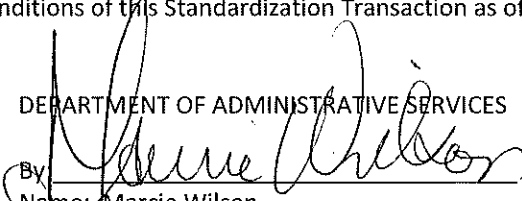
Nature of Request and Justification of the Standardization Transaction:

The Department of Administrative Services (DAS) Office of School Construction Grants and Review is seeking a software application that will collect, assess and analyze key metrics for all of the public school facilities in Connecticut. The metrics are to relate to both the facility needs of current and future student populations and conditions as well as anticipated major capital needs of existing facilities. This capability is needed in order to fulfill the Department's statutory responsibilities to assess and plan for the current and future school facility needs in the state.

Through its work with school districts, OSCGR (Office of School Construction Grants and Review) became aware that quite a few districts in Connecticut use some form of software from Dude Solutions, Inc. (DSI). Dude Solutions, Inc. software includes functionality allowing districts to generate and track work orders, plan facility maintenance and plan facility use and events. It has data analysis functionality that can allow, not only districts, but the state to analyze data generated from a work order and plan in real time, into comprehensive modeling of facilities capabilities, facilities condition and capital needs. It is guesstimated that 116 of the 166 school districts in Connecticut (70%) currently use either Dude Connect or Dude Intelligence. The goal is to integrate all relevant information together; and this can only be completed by Dude Solutions, Inc.

Upon review of the information provided, the Standardization Transaction Committee and Department of Administrative Services (DAS) concur and approve this purchase in accordance with Connecticut General Statutes 4a-58. The signature below by the Contract Specialist evidences that DAS is bound by all of the terms and conditions of this Standardization Transaction as of its approval date.

DEPARTMENT OF ADMINISTRATIVE SERVICES

By: 
Name: Marcie Wilson
Title: Contract Specialist
Date: November 16, 2018

**INFORMATION PROCESSING SYSTEMS CONTRACT
CONTRACT #18PSX0174**

Between

THE STATE OF CONNECTICUT

Acting by its

DEPARTMENT OF ADMINISTRATIVE SERVICES

And

DUDE SOLUTIONS, INC.

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

This Information Processing Systems Contract (“Contract”) is made by and between the **STATE OF CONNECTICUT** (“State”), acting by its **Department of Administrative Services** (“DAS”) located at 450 Columbus Boulevard, Hartford, CT 06103, under the authority of Sections 4d-2, 4d-5, and 4d-8 of the Connecticut General Statutes and **DUDE SOLUTIONS, INC.** (“Contractor”), having its principal place of business at 11000 Regency Parkway, Suite 110, Cary, NC 27518.

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”), and shall continue uninterrupted for one year from the Effective Date. DAS, in its sole discretion, may extend this Contract one or more times for a combined total period not to exceed the complete length of the original term.

2. DEFINITIONS

- a) **Acceptance:** Determination made by the Department upon successful User Acceptance Test that the Deliverable, or if applicable, System, performs to the Specifications and fulfills the business and technical requirements of the Contract.
- b) **Acceptance Date:** The date the Department accepts a Deliverable or System in accordance with Section 7 below shall be deemed the Acceptance Date for each Deliverable or System.
- c) **Alteration:** The modification, changing, refashioning, remodeling, remaking, revising or reworking of any part of the System or Deliverable.
- d) **Claims:** All actions, suits, claims, demands, investigations, and proceedings of any kind, open, pending, or threatened, whether mature, un-matured, contingent, known or unknown, at law or in equity in any form.
- e) **Confidential Information:** Any name, number or other information that may be used, alone or in conjunction with any other information, to identify a specific individual including, but not limited to, such individual's name, date of birth, mother's maiden name, motor vehicle operator's license number, Social Security number, employee identification number, employer or taxpayer identification number, alien registration number, government passport number, health insurance identification number, demand deposit account number, savings account number, credit card number, debit card number or unique biometric data such as fingerprint, voice print, retina or iris image, or other unique physical representation. Without limiting the foregoing, Confidential Information shall also include any information that DAS classifies as “confidential” or “restricted” and marked as such in writing. Confidential Information shall not include information that may be lawfully obtained from publicly available sources or from federal, state, or local government records which are lawfully made available to the general public.

- f) **Confidential Information Breach:** Generally, an instance where an unauthorized person or entity accesses Confidential Information in any manner, including but not limited to the following occurrences: (1) any Confidential Information that is not encrypted or protected is misplaced, lost, stolen or in any way compromised; (2) one or more third parties have had access to or taken control or possession of any Confidential Information that is not encrypted or protected without prior written authorization from the State; (3) the unauthorized acquisition of encrypted or protected Confidential Information together with the confidential process or key that is capable of compromising the integrity of the Confidential Information; or (4) if there is a substantial risk of identity theft or fraud to the client, the Contractor, the Department or State.
- g) **Contractor Parties:** A Contractor’s members, directors, officers, shareholders, partners, managers, principal officers, representatives, agents, consultants, employees or any one of them or any other person or entity with whom the Contractor is in privity of oral or written contract and the Contractor intends for such other person or entity to Perform under this Contract in any capacity.
- h) **Corrective Action Plan:** A detailed written plan produced by the Contractor at the request of the Department to correct or resolve Contractor deficiency(ies) identified by the Department. .
- i) **Deliverable:** Any product, service, or warranty that is required to be delivered to the Department under this Contract or available under Exhibit B, or both, whether produced by the Contractor or by a third party as a supplier or subcontractor to the Contractor.
- j) **Deliverables Document:** Exhibit A to this Contract - Document which sets forth and describes the Services and Deliverables that are to be provided or made available under to this Contract and the specific requirements and terms applicable to those Services and Deliverables.
- k) **Department:** Any and all departments, commissions, boards, bureaus, agencies, institutions, public authorities, offices, councils, associations, instrumentalities, entities or political subdivisions of the State that issue duly authorized Purchase Orders against this Contract.
- l) **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.
- m) **Key Contractor Personnel:** The individual employees of Contractor who will be assigned to the Project.
- n) **Perform:** For the purposes of this Contract, the verb “to perform” and the Contractor’s performance set forth in this Contract and its exhibits are referred to as “Perform,” “Performance” and other capitalized variations of the term.
- o) **Product & Pricing Schedule:** Exhibit B to this Contract - Document which lists the Deliverables and Services available under this Contract and establishes the component or unit pricing and price schedules for each Deliverable and Service available pursuant to this Contract.

- p) **Purchase Order:** Document issued by a Department for one or more Goods, Deliverables or Services in accordance with the terms and conditions of this Contract.
- q) **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.
- r) **Software as a Service (SaaS) Software:** Computer program(s) provided by Contractor in connection with the Deliverables, subject to Section 14 of this Contract.
- s) **Services:** The Performance of labor or work set forth in Exhibit B or in the Statement of Work, whichever is applicable.
- t) **Site:** Location(s) specified by Department where Deliverables are to be installed or Services rendered.
- u) **Source Code:** The Software As a Service (SaaS) Software, including all corresponding programmer's comments, data files and structures, headers, files, macros, annotations, and documentation.
- v) **Specifications:** The written technical and non-technical detailed documentation of the Deliverables' and the System's capabilities, as approved and accepted in writing by the Department prior to acceptance of the System.
- w) **State:** The State of Connecticut, including the Department and any office, department, board, council, commission, institution or other agency or entity of the State.
- x) **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.
- y) **System:** Contractor furnished or otherwise supplied Deliverables that collectively and in an integrated fashion fulfills the business and technical requirements of this Contract and its exhibits.
- z) **Term:** The original term of the Contract plus any extensions exercised under Section 1 of the Contract.
- aa) **Termination:** An end to this Contract prior to the end of its Term.
- bb) **Upgrade:** A change to the primary version number of the Software as a Service (SaaS) Software, generally providing additional features or functionality.
- cc) **Update:** A change to the Software as a Service (SaaS) Software to correct bugs or defects, patches or changes to enable the Software as a Service (SaaS) Software to operate on new or upgraded operating platforms.

- dd) **User Acceptance Testing (UAT):** Phase in which the State tests the functionality of a Deliverable with real world scenarios to determine if the Deliverable performs in accordance with the agreed upon design as contained in the Specifications.
- ee) **Warranty Period:** The 12 month period commencing upon the Acceptance Date for the System.

3. ACQUIRING DELIVERABLES AND SERVICES

- a) Subject to the terms and conditions of this Contract, Contractor shall sell, transfer, convey and/or license to the State any duly ordered Deliverable and/or Perform the Services in accordance with Exhibit A, or in accordance with a Statement of Work, if applicable. Such Deliverables or Services, as appropriate, shall be itemized in and available under the Product & Pricing Schedule and may be acquired through properly issued Purchase Orders.
- b) Any Purchase Order is subject to the terms of this Contract and shall remain in effect until Department acceptance of full Performance of all Deliverables and Services contained in the applicable Purchase Order, unless terminated sooner under the terms of this Contract. Neither party shall be bound by any additional terms different from those in this Contract that may appear on a Purchase Order or other form document issued by either party.
- 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. 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) The Department is authorized to use any Software as a Service (SaaS) Software solely for the State's business purposes in connection with the Deliverables. The right to use any such Software as a Service () Software shall be limited to the subscription term and any subsequent renewal terms of the software subscription.
- e) No additions to or reductions in the Deliverables and prices for work completed in the Performance of any Purchase Order shall be permitted unless the Department issues a change order in accordance the provisions of Section 5.
- f) The Department shall issue a Purchase Order when acquiring any Deliverable or Service available under this Contract and, if appropriate, a Statement of Work mutually acceptable to the purchasing Department and the Contractor.

4. PROJECT PERSONNEL

- a) The Department shall designate a project administrator (the "Project Administrator"), who may be replaced at the discretion of the Department. The Project Administrator shall have the authority to act for the Department under this Contract for any Deliverable(s) initially acquired/installed from the Contractor and such authority shall continue to be in effect throughout the term of this Contract.

b) Department shall, in its discretion, have the right to require and approve Key Contractor Personnel. If Department is dissatisfied with the performance of any prior approved Key Contractor Personnel, Department shall notify Contractor of Department's desire to change any Key Contractor Personnel. Contractor shall make such requested change within thirty (30) calendar days of the request for such change.

5. CHANGE ORDERS

a) The Department may, at any time, with written notice to Contractor, request changes within the scope of Exhibit A or Statement of Work, if applicable. Such changes shall not be unreasonably denied or delayed by Contractor. Such changes may include, but are not be limited to, modifications or other changes required by new or amended State and/or Federal laws and regulations relating to functional requirements and processing procedures, or involving the correction of System deficiencies.

b) A change order request may be issued only by the Department and must be in writing. As soon as possible after Contractor receives a written change order request, but in no event later than fifteen (15) calendar days thereafter, the Contractor shall provide the Department with a written statement confirming the change has no price impact on the Contract or, if there is a price impact, Contractor shall provide the Department a written statement explaining the price increase or decrease involved in implementing the requested change.

c) No change order with a price impact will be effective until Contractor receives written confirmation from the Department.

6. PAYMENTS AND CREDITS

a) The Department shall pay for Deliverables only upon receipt of a properly documented invoice from the Contractor.

1. The Department shall pay Contractor within thirty (45) days after the 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 may assign any payments, in whole or in part, upon prior written notice to the Department and compliance with the requirements of the State's Comptroller's Office concerning such assignments. No assignment of receivables by Contractor shall relieve Contractor of any obligations under this Contract without prior written Department consent in each such instance. Notwithstanding any such assignment, Contractor represents and warrants that the Deliverable shall be and remain free of any repossession or any Claims by Contractor or its successors and assigns, subject to the terms and conditions of this Contract.

d) Contractor shall furnish separate invoices for each Purchase Order and shall list each subscription fee or other charge included in each invoice as separate line items.

7. SOFTWARE AS A SERVICE (SAAS) MAINTENANCE & SUPPORT

- a) Throughout the duration of the Warranty Period, Contractor represents and warrants that maintenance and support services for the Software As a Service (SaaS) Software shall be provided to the Department at no additional cost, provided the Department is current on its SaaS Software Subscription payments:
1. Contractor shall provide reasonable and competent assistance
 2. Contractor shall provide Updates and Upgrades to the Software As a Service () Software at no additional cost to Department;
- b) Upon expiration of the Warranty Period, maintenance and support services for the Software As a Service (SaaS) Software shall be provided by the Contractor on an annual basis as part of the annual software subscription. Contractor shall invoice the Department on an annual basis in accordance with the Product & Pricing Schedule.
- c) Contractor shall maintain sufficient and competent Deliverable support services staff to satisfy the Contractor obligations specified herein for any Deliverable.
- d) Contractor shall have access to any Deliverable to provide required services thereon, subject to the Department's access and security policies.
- e) Contractor shall provide a complete list of any platform requirements and specifications to provide technical support services.
- f) SaaS Software subscription shall automatically renew for successive twelve (12) month periods unless thirty (30) days prior written notice of termination is provided to the Contractor by DAS before the end of the then current term of the software subscription.
- g) The Department may cancel the software subscription at any time and Contractor shall reimburse the Department on a pro-rata basis for the balance of the pre-paid SaaS Software subscription term.

8. SOFTWARE AS A SERVICE (SAS) SOFTWARE

- a) The Department shall have a non-exclusive license to use the Software As a Service (SaaS) Software for the Department's own operations and purposes during any applicable subscription term.
- b) 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.
- c) Neither the State nor the Department will reproduce, create derivative works, translate, reverse engineer or decompile the Software As a Service () Software, in whole or in part, nor create or attempt to create, by reverse engineering or disassembling of the design, algorithms or other proprietary trade secrets of the Software As a Service (SaaS) Software.
- d) The Department shall use the Software As a Service (SAS) Software only in the pursuit of its own business operations.

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 Software As a Service (SaaS) Software as the State does its own property of a similar nature and shall take reasonable steps to assure that neither the Software As a Service (SaaS) Software nor any part thereof received by the State under this Contract shall be disclosed for reasons other than its own business operations. Such prohibition on disclosures shall not apply to disclosures by the State to its employees or its representatives, provided such disclosures are reasonably necessary to the State's use of the Deliverable, and provided further that the State shall take all reasonable steps to ensure that the Deliverable is not disclosed by such parties in contravention of this Contract. The State's performance of the requirements of this section shall be subject to the State of Connecticut Freedom of Information Act, as amended.
- b) 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 United States and may be not be stored, hosted or otherwise maintained outside of the 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 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 HIPPA 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) 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.

b) 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.

c) 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.

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

12. FORCE MAJEURE

Neither party shall be responsible for delays or failures in its obligations herein due to any cause beyond its reasonable control. Such causes shall include, but not be limited to, strikes, lockouts, riot, sabotage, rebellion, insurrection, acts of war or the public enemy, acts of terrorism, unavailable raw materials, telecommunication or power failure, fire, flood, earthquake, epidemics, natural disasters, and acts of God.

13. ANTITRUST

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

14. GENERAL PROVISIONS

a) Section headings and document titles used in this Contract are included for convenience only and shall not be used in any substantive interpretation of this Contract.

b) If any term or condition of this Contract is decided by a proper authority to be invalid, the remaining provisions of the Contract shall be unimpaired and the invalid provision shall be replaced by a provision which comes closest to the intention underlying the invalid provision. Contractor shall comply with the statutes, regulations, Executive Orders and policies incorporated into this Contract to the extent that such statutes, regulations, Executive Orders and/or policies are applicable to Contractor in connection with its Performance under this Contract.

c) The failure at any time by either party to this Contract to require performance by the other party of any provision hereof shall not affect in any way the full right to require such performance at any time thereafter. The failure of either party to enforce or pursue a right or remedy shall not constitute a waiver of the right or remedy itself, unless such a waiver is expressed in writing and signed by a duly authorized representative of the waiving party.

d) In any case where the consent or approval of either party is required to be obtained under this Contract, such consent or approval shall not be unreasonably withheld or delayed. No such consent or approval shall be valid unless in writing and signed by a duly authorized representative of that party. Such consent or approval shall apply only to the given instance, and shall not be deemed to be a consent to, or approval of, any subsequent like act or inaction by either party.

e) The Department shall not remove or destroy any proprietary markings or proprietary legends placed upon or contained within any Deliverable.

f) Except as may be otherwise provided for in this Contract, the Department shall not assign, mortgage, alter, relocate or give up possession of any Deliverable to which Contractor retains title without the prior written

consent of Contractor.

g) Contractor represents and warrants that it shall not, without prior written consent from the State, make any reference to the Department or the State in any of Contractor's advertising or news releases. The Contractor may use the State's and/or the Department's name as a specific citation within proposals it submits.

h) Contractor shall execute any and all documents or to take any actions which may be reasonably necessary to perfect the rights granted to the State in Section 14.

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

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

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

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

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

15. COMMUNICATIONS

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

State: Connecticut Department of Administrative Services
Construction Services
450 Columbus Boulevard, Suite 1202
Hartford, CT 06103

Contractor: Dude Solutions, Inc.
Contracts Manager
11000 Regency parkway, Suite 110
Cary, NC 27518

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 the State and is subject to approval by the Department or DAS, which approval shall not unreasonably be withheld. Notwithstanding the submission and acceptance of a Corrective Action Plan, Contractor remains responsible for achieving all Performance criteria. The acceptance of a Corrective Action Plan shall not excuse prior substandard Performance, relieve Contractor of its duty to comply with Performance standards, or prohibit the State from pursuing additional remedies or other approaches to correct substandard Performance.

c) The written notice of the breach may include an effective Termination date. If the identified breach is not cured by the stated Termination date, unless otherwise modified by the non-breaching party in writing prior to such date, no further action shall be required of any party to effect the Termination as of the stated date. If the notice does not set forth an effective Termination date, the non-breaching party shall be required to provide the breaching party no less than twenty four (24) hours written notice prior to terminating the Contract, such notice to be provided in accordance with Section 29(c).

d) If the Department reasonably and in good faith determines the Contractor has not Performed in accordance with the Contract, the State may withhold payment in whole or in part in an amount reasonably

related to the non-performance pending resolution of the Performance issue, provided that the State notifies the Contractor in writing prior to the date that the payment would have been due.

e) Notwithstanding any provisions in this Contract, DAS may terminate this Contract with no right to cure period for Contractor's breach or violation of any of the provisions in the section concerning Representations and Warranties and revoke any consent to assignments given as if the assignments had never been requested or consented to, without liability to the Contractor or Contractor Parties or any third party.

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

g) Limit of Liability: Contractor's total cumulative liability under this Contract for breach, whether in contract, tort or otherwise, excluding claims due to gross negligence or willful misconduct, shall be limited to 2.5 times the total amount paid or 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.

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

c) DAS shall send the notice of Termination via certified mail, return receipt requested, to the Contractor at the most current address which the Contractor has furnished to DAS for purposes of correspondence, or by hand delivery. Upon receiving the notice from the DAS, the Contractor shall immediately discontinue all services affected in accordance with the notice, undertake commercially reasonable efforts to mitigate any losses or damages and deliver to the Department all Records. The Records are deemed to be the property of the Department and the Contractor shall deliver them to the Department no later than thirty (30) days after the Termination of the Contract or fifteen (15) days after the Contractor receives a written request from the Department for the Records. The Contractor shall deliver those Records that exist in electronic, magnetic or other intangible form in a non-proprietary format, such as, but not limited to, ASCII or .TXT.

d) Upon receipt of a written notice of Termination from DAS, the Contractor shall cease operations as DAS directs in the notice, and take all actions that are necessary or appropriate, or that DAS may reasonably direct, for the protection, and preservation of the Goods and any other property. Except for any work which DAS directs the Contractor to Perform in the notice prior to the effective date of Termination, and except as otherwise provided in the notice, the Contractor shall terminate or conclude all existing subcontracts and purchase orders and shall not enter into any further subcontracts, purchase orders or commitments.

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

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

f) For breach or violation of any of the provisions in the section concerning Representations and Warranties, the DAS may Terminate the Contract in accordance with its terms and revoke any consents to assignments given as if the assignments had never been requested or consented to, without liability to the Contractor or Contractor Parties or any third party.

g) Upon Termination of the Contract, all rights and obligations shall be null and void, so that no party shall have any further rights or obligations to any other party, except with respect to the sections which survive Termination. All representations, warranties, agreements and rights of the parties under the Contract shall survive such Termination to the extent not otherwise limited in the Contract and without each one of them having to be specifically mentioned in the Contract.

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

20. REPRESENTATIONS AND WARRANTIES

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

a) if they are entities, they are duly and validly existing under the laws of their respective states of organization and authorized to conduct business in the State of Connecticut in the manner contemplated by the Contract. Further, as appropriate, they have taken all necessary action to authorize the execution, delivery and Performance of the Contract and have the power and authority to execute, deliver and Perform their obligations under the Contract;

b) they will comply with all applicable State and Federal laws and municipal ordinances in satisfying their obligations to the State under and pursuant to the Contract, including, but not limited to (1) Connecticut General Statutes Title 1, Chapter 10, concerning the State's Codes of Ethics and (2) Title 4a concerning State purchasing, including, but not limited to Section 22a-194a concerning the use of polystyrene foam;

c) the execution, delivery and Performance of the Contract will not violate, be in conflict with, result in a breach of or constitute (with or without due notice and/or lapse of time) a default under any of the following, as applicable: (1) any provision of law; (2) any order of any court or the State; or (3) any indenture, agreement, document or other instrument to which it is a party or by which it may be bound;

d) they are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any governmental entity;

e) as applicable, they have not, within the three years preceding the Contract, in any of their current or former jobs, been convicted of, or had a civil judgment rendered against them or against any person who would Perform under the Contract, for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a transaction or contract with any governmental entity. This includes, but is not limited to, violation of Federal or state antitrust statutes or commission of embezzlement, theft, forgery,

bribery, falsification or destruction of records or property, making false statements, or receiving stolen property;

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

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

h) they have not employed or retained any entity or person, other than a bona fide employee working solely for them, to solicit or secure the Contract and that they have not paid or agreed to pay any entity or person, other than a bona fide employee working solely for them, any fee, commission, percentage, brokerage fee, gifts, or any other consideration contingent upon or resulting from the award or making of the Contract or any assignments made in accordance with the terms of the Contract;

i) to the best of their knowledge, there are no Claims involving the Contractor or Contractor Parties that might reasonably be expected to materially adversely affect their businesses, operations, assets, properties, financial stability, business prospects or ability to Perform fully under the Contract;

j) they shall disclose, to the best of their knowledge, to the State in writing any Claims involving them that might reasonably be expected to materially adversely affect their businesses, operations, assets, properties, financial stability, business prospects or ability to Perform fully under the Contract, no later than twenty (20) calendar days after becoming aware of any such Claims. For purposes of the Contractor's obligation to disclose any Claims to the State, the ten (10) calendar days in the section of this Contract concerning disclosure of Contractor Parties litigation shall run consecutively with the ten (10) days provided for in this representation and warranty;

k) their participation in the Solicitation process is not a conflict of interest or a breach of ethics under the provisions of Title 1, Chapter 10 of the Connecticut General Statutes concerning the State's Code of Ethics;

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

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

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

o) they have paid all applicable workers' compensation second injury fund assessments concerning all previous work done in Connecticut; they have a record of compliance with Occupational Health and Safety Administration regulations without any unabated, willful or serious violations;

- p) they are not delinquent in the payment of unemployment compensation contributions;
- q) they are not delinquent in the payment of any taxes owed, or, that they have filed a sales tax security bond, and they have, if and as applicable, filed for motor carrier road tax stickers and have paid all outstanding road taxes;
- r) all of their vehicles have current registrations and, unless such vehicles are no longer in service, they shall not allow any such registrations to lapse;
- s) each Contractor Party has vested in the Contractor plenary authority to bind the Contractor Parties to the full extent necessary or appropriate to ensure full compliance with and Performance in accordance with all of the terms and conditions of the Contract and that all appropriate parties shall also provide, no later than fifteen (15) days after receiving a request from DAS or the Department, such information as DAS or the Department may require to evidence, in their sole determination, compliance with this section;
- t) they either own or have the authority to use all the Goods;
- u) to the best of Contractor's knowledge, the Goods do not infringe or misappropriate any patent, copyright, trade secret or other intellectual property right of a third party;
- v) the Department's use of any Goods in a manner consistent with this Contract shall not infringe or misappropriate any patent, trade secret or other intellectual property right of a third party;
- w) if they procure any Goods, they shall sub-license such Goods and that the Department shall be afforded the full benefits of any manufacturer or subcontractor licenses for the use of the Goods; and
- x) they shall assign or otherwise transfer to the Department, or afford the Department the full benefits of any manufacturer's warranty for the Goods, to the extent that such warranties are assignable or otherwise transferable to the Department.

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 the Goods and Services in compliance with, all specifications established by the State Comptroller to ensure that all policies, procedures, processes and control systems, including hardware, software and protocols, which are established or provided by the Contractor or Contractor Parties, are compatible with and support the State's core financial systems, including but not limited to, accounting, payroll, time and attendance, and retirement systems.

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 and defend the State and its officers, representatives, agents, servants, employees, successors and assigns from and against any and all (1) third party Claims, liabilities, damages, losses, costs and expenses, including but not limited to, reasonable attorneys' and other professionals' fees, arising from personal injury or property damage to the extent caused by the negligent acts of commissions or omission (collectively, the "Acts"). The Contractor shall use counsel reasonably acceptable to the State in carrying out its obligations under this section.

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) RESERVED.
- 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. .
- 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, not to exceed one (1) time per calendar year. A non-disclosure agreement in a form mutually acceptable to the Contractor may be required before such access is granted.
- 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, not to exceed one (1) time per calendar year.

- c) The State shall make all requests for any audit or inspection in writing and shall provide the Contractor with at least twenty-four (24) hours' notice prior to the requested audit and inspection date. If the State suspects fraud or other abuse, or in the event of an emergency, the State is not obligated to provide any prior notice.
- d) The Contractor will pay for all costs and expenses of any audit or inspection which reveals information that, in the sole determination of the State, is sufficient to constitute a breach by the Contractor under this Contract. The Contractor will remit full payment to the State for such audit or inspection no later than 30 days after receiving an invoice from the State. If the State does not receive payment within such time, the State may setoff the amount from any moneys which the State would otherwise be obligated to pay the Contractor in accordance with this Contract's Setoff provision.
- e) The Contractor shall keep and preserve or cause to be kept and preserved all of its and Contractor Parties' Records until three (3) years after the latter of (i) final payment under this Contract, or (ii) the expiration or earlier termination of this Contract, as the same may be modified for any reason. The State may request an audit or inspection at any time during this period. If any Claim or audit is started before the expiration of this period, the Contractor shall retain or cause to be retained all Records until all Claims or audit findings have been resolved.
- f) The Contractor shall cooperate fully with the State and its agents in connection with an audit or inspection. Following any audit or inspection, the State may conduct and the Contractor shall cooperate with an exit conference.
- g) The Contractor shall incorporate this entire section verbatim into any contract or other agreement that it enters into with any Contractor Party.

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. 19 of Governor M. Jodi Rell, promulgated June 19, 2008 concerning use of System Development, and Executive Order No. 49 of Governor Dannel P. Malloy, promulgated May 22, 2015, mandating disclosure of

certain gifts to public employees and contributions to certain candidates for office in accordance with their respective terms and conditions. If Executive Orders 14, 19 or 49 are applicable, 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, (2) a quasi-public agency, as defined in Conn. Gen. Stat. Section 1-120, (3) any other state, including but not limited to any federally recognized Indian tribal governments, as defined in Conn. Gen. Stat. Section 1-267, (4) the federal government, (5) a foreign government, or (6) an agency of a subdivision, agency, state or government described in the immediately preceding enumerated items (1), (2), (3), (4) or (5).

b) (1) The Contractor agrees and warrants that in the performance of the Contract such Contractor will not discriminate or permit discrimination against any person or group of persons on the grounds of race, color, religious creed, age, marital status, national origin, ancestry, sex, gender identity or expression, intellectual disability, mental disability or physical disability, including, but not limited to, blindness, unless it is shown by such Contractor that such disability prevents performance of the work involved, in any manner prohibited by the laws of the United States or of the State of Connecticut; and the Contractor further agrees to take affirmative action to insure that applicants with job-related qualifications are employed and that employees are treated when employed without regard to their race, color, religious creed, age, marital status, national origin, ancestry, sex, gender identity or expression, intellectual disability, mental disability or physical disability, including, but not limited to, blindness, unless it is shown by the Contractor that such disability prevents performance of the work involved; (2) the Contractor agrees, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, to state that it is an "affirmative action-equal opportunity employer" in accordance with regulations adopted by the Commission; (3) the Contractor agrees to provide each labor union or representative of workers with which the Contractor has a collective bargaining Agreement or other contract or understanding and each vendor with which the Contractor has a contract or understanding, a notice to be provided by the Commission, advising the labor union or workers' representative of the Contractor's commitments under this section and to post copies of the notice in conspicuous places available to employees and applicants for employment; (4) the Contractor agrees to comply with each provision of this Section and Connecticut General Statutes §§ 46a-68e and 46a-68f and with each regulation or relevant order issued by said Commission pursuant to Connecticut General Statutes §§ 46a-56, 46a-68e and 46a-68f; and (5) the Contractor agrees to provide the Commission on Human Rights and Opportunities with such information requested by the Commission, and permit access to pertinent books, records and accounts, concerning the employment practices and procedures of the Contractor as relate to the provisions of this Section and Connecticut General Statutes § 46a-56. If the contract is a public works contract, the Contractor agrees and warrants that he will make good faith efforts to employ minority business enterprises as subcontractors and suppliers of materials on such public works projects.

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

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

e) The Contractor shall include the provisions of subsection (b) of this Section in every subcontract or purchase order entered into in order to fulfill any obligation of a contract with the 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. RESERVED.

40. OWNERSHIP OF DATA

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

41. TERMS AND CONDITIONS

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

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. ENTIRETY OF CONTRACT

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

THE REMAINDER OF THIS PAGE IS LEFT BLANK INTENTIONALLY

RFP-50IT – Rev. 7/16/18 Prev. Rev. 3/7/17

SIGNATURE PAGE OF CONTRACT

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

STATE OF CONNECTICUT,

DocuSigned by:
BY: Brian Carter
NAME: Brian Carter
TITLE: VP of Sales
Authorized

BY: Tina Costanzo
NAME: Tina Costanzo
TITLE: Contract Team Leader
Department of Administrative Services
Duly Authorized

DATE: 3/20/2019

DATE: 3/21/19

EXHIBIT A
DELIVERABLES SCHEDULE

Contractor shall provide Software as a Service (SaaS) Software subscription to the Department as described in this Contract and Exhibits. SaaS Services will include access to school construction data, installation, professional services and consulting as mutually agreed.

Section 1.0

I. Definitions

- A. Account means the Department's specific account where the Department subscribes to access and use of Software as a Service subscription Service(s).
- B. Account User means: (i) with respect to an Enterprise Application, each employee, consultant and contractor specified by the Department to access and use the Department's Account; and (ii) with respect to a Named User Application, each unique Named User for which the Department has paid an applicable subscription fee to Contractor for such Named User Application.
- C. Applications means the software-as-a-service (SaaS) enterprise asset management applications designed, developed, marketed and made available by Contractor, which include, without limitation, the following functionality: enterprise workflow, communication, content and business process logic for facilities, technology, business operations, facility scheduling, building automation, safety planning, crisis management, geographic information systems, energy and transportation management.
- D. Dude Learn Application means Contractor's online learning management system dedicated to increasing the Department's time to competency in Applications, which includes, without limitation, (i) learning tracks with the "top tips and tricks" for Applications, and (ii) on-demand knowledge pathways the Department may use to enhance their skill sets and obtain certifications for Applications. The Dude Learn Application is a Named User Application.
- E. Enterprise Application means each Application that is not a Named User Application.
- F. RESERVED.
- G. RESERVED.
- H. RESERVED.
- I. "Named User" means, with respect to a Named User Application, each unique, identified named user for which the Department has paid an applicable named user subscription fee to Contractor for such Named User Application.
- J. "Named User Application" means an Application that Contractor (i) limits access and use thereof to Named Users, and (ii) for which the applicable subscription fee is determined based upon the number of the Department's Named Users.
- K. RESERVED.

EXHIBIT A
DELIVERABLES SCHEDULE

- L. “QuickStart Service” means, with respect to each Service, Contractor’s unique implementation service that is provided to the Department with respect to such Service. A Contractor advisor is provided by Contractor to the Department in connection with QuickStart Services in order to help facilitate smooth transition and boost the Department’s adoption of the applicable Services.
- M. “Subscription Fee” means, with respect to each Services subscription, the annual subscription fee invoiced to Department by DSI prior to the Initial Term and each applicable Renewal Term for such Services subscription, which is required to be paid in order for Department to be permitted to access and use the Services in such Services subscription.

Section 2.0 Use of the Service; Proprietary Rights

1. Use of Service.

(a) Contractor shall permit the Department’s Account Users to access and use the SaaS Software subscription Services during the Term, including access and use of all of the content contained in or made available through the SaaS Software Services. The Department shall use the Services solely for internal business purposes, and access and use of the Services shall be limited to Account Users.

(b) The Department shall establish its Account, which may only be accessed and used by its Account Users. To setup an Account User, the Department shall provide Contractor (and agree to maintain, promptly update and keep) true, accurate, current and complete information for such Account User. If the Department or any applicable Account User provides any information that is untrue, inaccurate, not current or incomplete, Contractor may elect to suspend the Department’s Account until such information is corrected to the reasonable satisfaction of the Contractor. Each Account User must establish and maintain a personal, non-transferable password, which shall not be shared with, or used by, any other Third Party. The Department may not transfer an Account User’s right to access and use the Services to a different user; provided, however, that a Named User’s right to access and use a Named User Application may be reassigned to a new Named User replacing such Named User if such replaced Named User has terminated its employment or its relationship with the Department or otherwise changes its job status or function within the Department and, as a result, no longer requires ongoing use of the applicable Named User Application. The Department shall be solely responsible for any and all activities that occur under its Account, including all acts and omissions of its Account Users. Department shall notify Contractor immediately of any unauthorized use of its Account and/or any other breach of security of the Services that it suspects or becomes aware of.

(c) *Department Responsibilities.* The Department shall: (i) take appropriate action to ensure that non-Account Users do not access or use the Services; (ii) ensure that all Account Users comply with all of the terms and conditions of the Contract, including the limitations and restrictions set out in Section Section 2.01(d); (iii) be solely responsible for the accuracy, integrity, legality, reliability and appropriateness of all Department Data created by Account Users using the Services; (iv) access and use the Services solely in compliance with the Documentation and all applicable local, state, federal, and foreign laws, rules, directives and regulations (including those relating to export, homeland security, anti-terrorism, data protection and privacy); (v) allow e-mail notifications generated by the Services on behalf of the Department’s Account Users to be delivered to the Department’s Account Users; and (vi) promptly update and upgrade its system as requested or required in order to ensure continued performance and compatibility with upgrades to the Services. The Department shall

EXHIBIT A
DELIVERABLES SCHEDULE

be responsible for any access or Use of the Services by persons other than Account Users.

(d) *Limitations and Restrictions.* The Department shall not permit any Third Party to, directly or indirectly: (i) modify, alter, revise, decompile, disassemble, reverse engineer, create derivative works or attempt to derive the source code of any Service; (ii) assign, transfer, lease, rent, sublicense, distribute or otherwise make available any Service, in whole or in part, to any Third Party, including on a timesharing, software-as-a-service or other similar basis; (iii) share Account login information or otherwise allow access or use the Services to provide any service bureau services or any services on a similar basis; (iv) use any Service in a way not intended by Contractor or for any unlawful purpose; (v) use any Service to store or transmit infringing, libelous, or otherwise unlawful or tortious material, or to store or transmit material in violation of Third Party privacy rights; (vi) copy, frame or mirror any part or content of the Services, other than copying or framing on the Department's own intranets or otherwise for the Department's own internal business purposes; (vii) attempt to tamper with, alter, disable, hinder, by-pass, override, or circumvent any security, reliability, integrity, accounting or other mechanism, restriction or requirement of the Services; (viii) remove, obscure, cover or alter any copyright, trademark, patent or proprietary notice affixed or displayed by or in the Services or related documentation; (ix) perform load tests, network scans, penetration tests, ethical hacks or any other security auditing procedures on the Services; (x) interfere with or disrupt the integrity or performance of the Services or the data contained therein; (xi) access any Service in order to build a competitive product or service, copy any features, functions or graphics of any Service or monitor the availability and/or functionality of any Service for any benchmarking or competitive purposes; (xii) store, manipulate, analyze, reformat, print, and display the content for personal use; (xiii) upload or insert code, scripts, batch files or any other form of scripting or coding into the Services; and (xiv) store Highly-Sensitive Personal Information. Highly-sensitive personal information should not be entered into the Services, as there are no data fields requesting this type of information. It is the Department's responsibility to enforce this policy for fields beyond Contractor's control such as a description or notes field. Contractor reserves the right in the future to scan input data and block certain information such as social security numbers or credit card numbers

Additional Guidelines. Contractor reserves the right to establish or modify general practices and limits concerning use of the Services, including without limitation, the maximum number of days that Department Data shall be retained by the Services and the maximum disk space that shall be allotted on Contractor's servers on the Department's behalf. Contractor shall provide at least sixty (60) days' prior notice of any such modification. Contractor also reserves the right to block IP addresses originating a Denial of Service ("DoS") attack or IP addresses causing excessive amounts of data to be sent to Contractor servers. Contractor shall notify the Department should this condition exist and provide notice to the Department no more than seventy-two (72) hours from taking action. Once blocked, an IP address shall not be able to access the Services and the block may be removed once Contractor is satisfied corrective action has taken place to resolve the issue.

2. Proprietary Rights.

(a) Department acknowledges and agrees that (as between Department and (Dude Solutions, Inc. (DSI)) DSI retains all ownership right, title, and interest in and to the Applications, the Services, the Documentation and the Content, including without limitation all corrections, enhancements, improvements to, or derivative works thereof (collectively, "Derivative Works"), and in all Intellectual Property Rights therein or thereto. To the extent any Derivative Work is developed by DSI based upon ideas or suggestions submitted by Department to DSI, Department hereby irrevocably assigns all rights to modify or enhance the Applications and the Services using such ideas or suggestions or joint contributions to DSI, together with all Intellectual Property

EXHIBIT A
DELIVERABLES SCHEDULE

Rights related to such Derivative Works. Nothing contained in this Agreement shall be construed to convey to Department (or to any party claiming through Department) any Intellectual Property Rights in or to the Applications, the Services, the Documentation and the Content, other than the rights expressly set forth in this Agreement.

(b) DSI acknowledges and agrees that (as between Department and DSI) Department retains all ownership right, title, and interest in and to the Department Data, including all Intellectual Property Rights therein or thereto. Notwithstanding the foregoing, Department hereby grants DSI a non-exclusive, royalty-free license to display, distribute, transmit, publish and otherwise use the Department Data to improve the Services and the performance of DSI, including without limitation, submitting and sublicensing the Department Data to Third Parties for analytical purposes, provided that (i) such Third Parties have entered into a written agreement with DSI to maintain the confidentiality of the Department Data and (ii) DSI shall not specifically identify the Department Data as originating from Department when providing the Department Data to such Third Parties.

(c) Department acknowledges the Services may utilize Third Party software and/or tools (each, a "Third-Party Tool") under a license granted to DSI by one or more applicable Third Parties (each, a "Third-Party Licensor"), which licenses DSI the right to sublicense the use of the Third-Party Tool solely as part of the Services. Each such sublicense is nonexclusive and solely for Department's internal use and Department shall not further resell, re-license, or grant any other rights to use such sublicense to any Third Party. Department further acknowledges that each Third-Party Licensor retains all right, title, and interest to its applicable Third-Party Tool and all documentation related to such Third-Party Tool. All confidential or proprietary information of each Third-Party Licensor is Confidential Information of DSI under the terms of this Agreement and shall be protected in accordance with the terms of the Agreement.

Section 3.0 Dude Solution's Inc. Responsibilities

1. Professional Services. DSI shall provide and perform professional, technical, consulting and/or other services (collectively, "Professional Services") that are mutually agreed upon and described in one or more statements of work. Each statement of work shall be effective, incorporated into and form a part of this Agreement when duly executed by an authorized representative of each of the parties. Each statement of work shall (i) describe the fees and payment terms with respect the Professional Services being provided pursuant to such statement of work, (ii) identify any work product that shall be developed pursuant to such statement of work, and (iii) set forth each party's respective ownership and proprietary rights with respect to any work product developed pursuant to such statement of work. DSI represents and warrants that all such Professional Services shall be performed in a professional and workmanlike manner.

2. Department Data. DSI shall not edit or disclose any information regarding Department's Account, including any Department Data, without Department's prior permission, except in accordance with this Agreement. Notwithstanding the foregoing, DSI is hereby permitted to provide certain statistical information (e.g., usage, average costs or time values, or user traffic patterns) in aggregated and de-identified form to Third Parties or to other Application Client Agencies.

3. Implementation and Support.

(a) DSI shall, in exchange for Department's payment of a non-refundable QuickStart fee for a Service, provide the QuickStart Service for such Service. Department is responsible for scheduling the timing

EXHIBIT A
DELIVERABLES SCHEDULE

and delivery of each QuickStart Service with DSI. The QuickStart Service with respect to a Service must be performed within the six (6) month period immediately following the date Department initially subscribes to such Service. DSI shall not be obligated to provide the QuickStart Service with respect to a Service after the expiration of such 6-month period.

(b) During the Term DSI shall, as part of Department's Subscription Fees, provide telephone and e-mail support ("Support Services") to Department during the hours of 8:00 a.m. (Eastern time) to 6:00 p.m. (Eastern time), Monday through Friday, excluding holidays.

4. Availability. DSI shall use commercially reasonable efforts to make the Services available (i) 99.9% of the time during the hours of 6:00 a.m. (Eastern time) to 10:00 p.m. (Eastern time), Monday through Friday, excluding holidays ("Business Hours"), and (ii) 99.5% of the time, determined on a twenty-four (24) hours a day, seven (7) days a week basis. Availability shall be calculated on a monthly basis. For purposes of calculating availability, the Services shall not be deemed unavailable during any period arising from: (i) routine system maintenance that is performed weekly during non-Business Hours; (ii) scheduled downtime for extended system maintenance (of which DSI shall give at least 8 hours' prior notice and which DSI shall schedule to the extent reasonably practicable outside of Business Hours); and (iii) any unavailability caused by circumstances beyond DSI's reasonable control, including, for example, an act of God, act of government, flood, fire, earthquake, civil unrest, act of terror, strike or other labor problem (other than one involving Our employees), Internet service provider failure or delay, non-DSI software or hardware, or denial of service attack.

Section 4.0 Third Party Interactions

1. Relationship to Third Parties. In connection with Department's use of the Services, Department may: (i) enter into correspondence with and/or participate in promotions of advertisers or sponsors showing their goods and/or services through the Services; (ii) purchase goods and/or services, including implementation, customization, content, forms, schedules, integration and other services; (iii) exchange data, integrate, or interact between Department's Account, the Services and a Third Party provider; (iv) be offered additional functionality within the user interface of the Services through use of the Services' application programming interface; and/or (v) be provided content, knowledge, subject matter expertise in the creation of forms, content and schedules. Any such activity, and any terms, conditions, warranties or representations associated with such activity, shall be solely between Department and the applicable Third Party. DSI shall have no liability, obligation or responsibility for any such correspondence, purchase, promotion, data exchange, integration or interaction between Department and any such Third Party.

2. Ownership. Department is the owner of all Third Party content and data loaded into the Department Account. As the owner, it is Department's responsibility to make sure its meets its particular needs. DSI shall not comment, edit or advise Department with respect to such Third Party content and data in any manner.

3. No Warranty or Endorsement. DSI does not warrant any Third Party providers or any of their products or services, whether or not such products or services are designated by DSI as "certified," "validated," "premier" and/or any other designation. DSI does not endorse any sites on the Internet which are linked through the Services. DSI is providing these links to Department only as a matter of convenience, and in no event shall DSI be responsible for any content, products, or other materials on or available from such sites.

EXHIBIT A
DELIVERABLES SCHEDULE

Section 5.0 Subscription Fees

1. Subscription Fees. Department shall, on or before the commencement of the Initial Term of a Service subscription, pay to DSI the Subscription Fee for such Service subscription. Thereafter, DSI shall invoice Department for each applicable Subscription Fee at least sixty (60) days prior to the commencement of the applicable Renewal Term. Unless Department provides written notice of non-renewal. Department agrees to pay all Subscription Fees no later than thirty (30) days after the receipt of DSI's applicable invoice therefor. Department is responsible for providing complete and accurate billing and contact information to DSI and notifying DSI of any changes to such information. Except as otherwise specified herein, Department's payment obligations are non-cancelable and Subscription Fees paid are non-refundable.

2. Automatic Payments. Department shall, upon the written request from DSI, establish and maintain valid and updated credit card information or a valid ACH auto debit account (in each case, the "Automatic Payment Method"). Upon establishment of such Automatic Payment Method, DSI is hereby authorized to charge any applicable Subscription Fee using such Automatic Payment Method.

3. Relationship of the Parties. DSI is performing pursuant to this Agreement only as an independent contractor. DSI has the sole obligation to supervise, manage, contract, direct, procure, perform or cause to be performed its obligations set forth in this Agreement, except as otherwise agreed upon by the parties. Nothing set forth in this Agreement shall be construed to create the relationship of principal and agent between DSI and Department. DSI shall not act or attempt to act or represent itself, directly or by implication, as an agent of Department or its affiliates or in any manner assume or create, or attempt to assume or create, any obligation on behalf of, or in the name of, Department or its affiliates.

4. Waiver. No failure or delay by either party in enforcing any of its rights under this Agreement shall be construed as a waiver of the right to subsequently enforce any of its rights, whether relating to the same or a subsequent matter.

5. Assignment. Department shall have no right to transfer, assign or sublicense this Agreement or any of its rights, interests or obligations under this Agreement to any Third Party and any attempt to do so shall be null and void. DSI shall have the full ability to transfer, assign or sublicense this Agreement or any of its rights, interests or obligations under this Agreement.

6. Anti-Corruption. Department has not received or been offered any illegal or improper bribe, kickback, payment, gift, or thing of value from any of DSI's employees or agents in connection with this Agreement. If Department learns of any violation of the above restriction, Department shall immediately notify DSI.

7. Export Compliance. The Services, other technology DSI may make available, and derivatives thereof may be subject to export laws and regulations of the United States and other jurisdictions. Department shall not export or re-export the Services in any form without first obtaining the appropriate United States and foreign government approvals. Each party represents that it is not named on any U.S. government denied-party list. Department shall not permit Account Users to access or use the Services in a U.S.-embargoed country or in violation of any U.S. export law or regulation.

8. Cooperative Use. With Department's approval, the market research conducted by Department during its selection process for the Services may be extended for use by other jurisdictions, municipalities, and

EXHIBIT A
DELIVERABLES SCHEDULE

government agencies of Department's state. Any such usage by other entities must be in accordance with ordinance, charter, and/or procurement rules and regulations of the respective political entity.

9. Children Under the Age of 13. Websites and/or online applications and services that are collecting information from children under the age of 13 are required to comply with Federal Trade Commission (FTC) Children's Online Privacy Protection Act (COPPA). Department shall not submit, and shall ensure that its Account Users shall not submit, any information from children under the age of 13. DSI does not knowingly collect personal information from children under 13. If Department believes DSI might have any information from or about a child under 13, please contact DSI at: notice@dudesolutions.com or by mail at the following address: Dude Solutions, Inc., 11000 Regency Parkway, Suite 110, Cary, NC 27518 Attn: Operations. If DSI learns it has collected or received personal information for a child under 13 without verification of parental consent, DSI shall delete such information.

EXHIBIT B, ST-16
PRICE SCHEDULE

STANDARDIZATION TRANSACTION #18PSX0174

CONTRACTOR NAME:	Dude Solutions, Inc.	
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ITEM #	DESCRIPTION OF COMMODITY AND/OR SERVICES	TERM	PRICE	TOTAL PRICE
1.	STATE PREMIUM D!/ SURVEY – WITH STATE DISCOUNT	1 YEAR	\$100,000.00	\$100,000.00
2.	MANAGEMENT OVERSIGHT/PROJECT MANAGEMENT SERVICES AND SETUP	ONE TIME	\$6,200.00	\$6,200.00
3.	TOTAL FOR STATE FIRST YEAR – INCLUDES PM AND START P SERVICES			\$106,200.00



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

Civil Penalties – Up to \$2,000 or twice the amount of the prohibited contribution, whichever is greater, against a principal or a contractor. Any state contractor or prospective state contractor which fails to make reasonable efforts to comply with the provisions requiring notice to its principals of these prohibitions and 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.