

INFORMATION PROCESSING SYSTEMS AGREEMENT

Reference No. B-03-011

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This Information Processing Systems Agreement, in Hartford, Connecticut, hereinafter referred to as the "Agreement" or "contract" is made by and between the State of Connecticut, acting by its Department of Information Technology/Contracts & Purchasing Division, hereinafter referred to as the "Customer," located at 101 East River Drive, East Hartford, CT 06108-3274, and PCC Technology Group, LLC., hereinafter referred to as the "Supplier" or "contractor," having its principal place of business at 2 Barnard Lane, Bloomfield, CT 06002. Where contracting agency is referred to in this Agreement, it is understood to be the Department of Information Technology

The terms and conditions of this Agreement are contained in the following sections:

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The parties hereto do hereby agree as follows:

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**1. TERM OF AGREEMENT**

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a. This Agreement shall become effective in accordance with the provisions of Section 33. APPROVAL OF AGREEMENT and shall continue until terminated by either party upon ninety (90) days' prior written notification to the other party, except that such termination may not be effected so long as this Agreement applies to any Attachment (described in Section 3. ACQUIRING PRODUCTS).

b. If notification of termination is received from Supplier, Customer agrees to no longer issue Letter Order(s) (defined in Section 2. DEFINITIONS) for any additional Products (defined in Section 2. DEFINITIONS) or associated services under the terms and conditions of this Agreement.

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**2. DEFINITIONS**

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**Alterations** as used herein, shall mean modifications made by Customer or Department to any installed Product thereby making such Product not in conformance with Supplier design and/or operation specifications.

**Amendments** as used herein, shall mean clarifications and modifications to the RFP made by Customer, in writing, to vendors prior to the due date for proposals as stated in the RFP. Such clarification was issued on June 14, 2002

**Department** as used herein, shall mean the Office of the Secretary of the State any State Agency, Political Subdivision or Municipality.

**Department Issued Specifications** as used herein, shall mean the specifications and requirements issued by a Department and to which Supplier has presented a bid, proposal or other pricing offering.

**Designated PU** as used herein, shall mean any processing unit (PU) or attached processor (AP) complex, including associated peripheral units, specified in the Attachment. The Attachment may designate more than one PU for either different Sites or Site(s) with multiple interconnected PU's.

**Improvements** as used herein, shall mean Supplier changes made to Products from time to time either to provide additional functions for Department use or to correct errors and other performance deficiencies noted by a Department and reported to Supplier. (see "Update")

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**Letter Order** as used herein, shall mean a document issued by the Customer's Contracts & Purchasing Division on behalf of a Department for one or more Products in accordance with the terms and conditions of this Agreement. Any such Letter Order must be accompanied by a Department Purchase Order or Purchase Order Amendment, as applicable, and be accepted by the Supplier.

**PPM** (Prime Period Maintenance) as used herein, shall mean maintenance services and/or technical support performed between 8:00 AM and 5:00 PM Monday through Friday, exclusive of published Customer holidays. Maintenance services and/or technical support performed during any other time is hereinafter referred to as Non-PPM (Non-Prime Period Maintenance).

**Product** as used herein, shall mean any development of computer applications to enhance the current Uniform Commercial Code (UCC) and Corporations Systems within the Commercial Recording Division and any Supplier furnished operating firmware, Software license, custom developed or enhanced computer software configured and interconnected as a System capable of being operated to process information in accordance with the RFP or Department Issued Specifications. Product shall further mean any associated maintenance, training, other associated services, along with all related materials, documentation, and information received by Department from Supplier that is specified in any Customer Letter Order.

**Product Schedule** as used herein, which is attached to this Agreement, shall mean that document which establishes the Products, licensing period(s), System maintenance and support, training, other services and associated pricing then available to Department under the provisions of this Agreement.

**Product Warranty Period** as used herein, shall mean the twelve (12) months following acceptance of the System by the Department.

**Project Implementation Summary** as used herein, which is attached to this Agreement, shall mean that document which itemizes milestone periods, tasks, and deliverables where checkpoints are to be taken to assure the Department that the development, implementation, and maintenance of any System or Products acquired under this Agreement or as the result of a Letter Order is proceeding according to schedule.

**Project Implementation Schedule** as used herein, which is attached to this Agreement, shall mean that document which further defines the tasks and associated deliverables of the Project Implementation Summary and may be recognized for the purpose of payment to the Supplier.

**Public Record** as used herein means a public record, as defined in section 1-200 and 4d-33 of the General Statutes of Connecticut, as revised, and also includes any recorded data or information relating to the conduct of the public's business prepared, owned, used, received or retained by a contractor or subcontractor for work under a contract, subcontract or amendment to a contract or subcontract, whether such data or information be handwritten, typed, tape-recorded, printed, photostated, photographed or recorded by any other method.

**RFP** as used herein, shall mean the Request For Proposal No. **RFP 012-A-28-7048-C**, as amended, issued by the Department of Information Technology on April 23, 2002, concerning the development of additional computer applications to enhance the current Uniform Commercial Code (UCC) and Corporations Systems, within the Commercial Recording Division.

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**RFP Warranty Period** as used herein, shall mean the twelve (12) months following acceptance of the System by the Department.

**Site** as used herein, shall mean a location of a computer system or systems consisting of one processing unit (PU) or multiple interconnected processing units.

**Specifications** as used herein, shall mean the Supplier's published technical and nontechnical detailed descriptions of a Product's capabilities and/or intended use.

**System** as used herein, shall mean Supplier furnished equipment, supplies, license software and other computer program(s) that together with state data will enhance the current Uniform Commercial Code (UCC) and Corporations Systems within the Commercial Recording Division. System also means Supplier furnished equipment, supplies, license software and other computer program(s) that resides on and instructs or controls the Department's processing unit (PU), or multiple interconnected processing units, to produce reports, other outputs, and provides the Department meaningful use of the System in accordance with the RFP or Department Issued Specifications.

**Update** as used herein, shall mean:

- (a) subsequent modifications or releases of the Software that:
  - (i) add new features, functionality, and/or improved performance,
  - (ii) operate on new or other databases, operating systems, or client or server platforms, or
  - (iii) add new foreign language capabilities, new statutory/regulatory or fiscal compliance capabilities, or
  - (iv) are renamed versions of previously licensed Programs, or
  - (v) extend the functionality to take advantage of advances in coding language, hardware, network or wireless infrastructures;(e.g. web-enabled versions of the Licensed Software)
- (b) bug or Error fixes, patches, Workarounds, and maintenance releases;
- (c) new point releases, including those denoted by a change to the right of the first decimal point (e.g. v3.0 to v3.1), and
- (d) new major version releases, regardless of the version name or number, but including those denoted by
  - (i) a change to the left of the first decimal point (e.g. v5.0 to v6.0) and/or
  - (ii) the addition of a date designation or a change in an existing date designation (e.g. v2000 to v2001); provided, however that Updates shall not necessarily include new releases (i.e. a product which has different functionality than the licensed Software) and that are designated by Licensor as new products for which it charges separately.

Notwithstanding the above, should any portion of licensed functionality be removed from the licensed Software and made part of another product not licensed by Licensee, Licensor will grant to Licensee, at no additional license, maintenance or media fee, the rights required by Licensee to enjoy the use of equivalent functionality.

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Further, if Licensor determines to migrate from a particular 3rd party embedded software to a different 3rd party embedded software to serve the same purpose, Licensor will provide, at no additional license, maintenance or media fees, equivalent 3rd part licensing rights as Licensee enjoys to maintain equivalent functionality.

**Warranty Period** as used herein, shall mean the period of time, as stated in specifications from the Customer to the Supplier, where the vendor shall supply maintenance and support of the delivered System or Product, as the case may be, at no cost to the Customer and which time period follows acceptance of such System or Product by the Department

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**3. ACQUIRING PRODUCTS**

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a. Subject to the terms and conditions of this Agreement Supplier shall sell, transfer, convey and/or license to the Department any Product and to furnish to Department any associated service or Product then available in the Product Schedule that are listed in the Letter Orders, issued by the Contracts & Purchasing Division.

b. Such Letter Orders shall contain, as a minimum, the following related information:

- 1) Installation Site, PU, Operating System, and Contact Person
- 2) Desired Delivery Date
- 3) Identity of this Agreement by Reference Number and Product Schedule
- 4) Product Number, Description and Quantity
- 5) License Term, Applicable Rate and Quantity Extensions
- 6) Installation and Other One-Time Charge Rate(s) (If Applicable)
- 7) Desired Maintenance and Support and Rate (If Applicable)
- 8) Product Maintenance and Support Zone & Surcharge Rate(s) (If Applicable)

c. Any Letter Order that has been accepted by the Supplier shall be immediately attached to this Agreement and shall remain attached until such time as any and all Products, licenses and associated services listed in the Letter Order have been terminated. During the period of attachment, the Letter Order shall be known as an "Attachment" and shall hereinafter be referred to as such.

d. Supplier may supplement the Product Schedule at any time to make additional Products, services and related terms available to the Customer, provided that the effective date of each supplement is stated thereon. Any supplement must be transmitted to the Customer with a cover letter, documenting formal approval of the supplement by a Supplier representative then legally empowered to so act.

e. Upon Customer receipt of ninety (90) calendar days' prior written notice, Supplier may update any Product Schedule pricing by amending the Product Schedule effective July 1 of any State of Connecticut fiscal year, provided: (1) the Product Schedule amendment is transmitted and approved in the same manner as described for supplements in Subsection 3.c., (2) no Product license, or related service, rate is increased within the first year of the Product license or service, and (3) any such resultant price increase shall not exceed five percent (5%) in any State of Connecticut fiscal year. In no case shall any such increase exceed Supplier's published prices then applicable to local governments and other states. Customer shall provide Supplier written acknowledgement, for Supplier's records, of such received amendment.

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f. Products ordered prior to the effective date of any Product Schedule pricing increase shall enjoy protection from rate increase during their initial terms.

g. Supplier shall provide Customer with a discount on any Product Schedule pricing according to Supplier's discount policy in effect when a Letter Order is placed or according to the discount shown on the Product Schedule, whichever is greater.

h. The Department is authorized to use any license software Product to develop and/or enhance said Department's systems, only in the pursuit of its own business interests, on any designated PU specified in a Letter Order and for no other purpose. Any such license shall be nonexclusive and nontransferable. The Department agrees that it shall use its best efforts to prohibit any Product license use in a manner, whether directly or indirectly, which would enable the Department's users to use the Product on any other PU.

i. Notwithstanding the foregoing restrictions on use, the Department may use the license software Product on another PU or Site in the following circumstances:

- 1) If the Department determines that a designated PU or Site cannot be used because of equipment or software inoperability, or initiation of a disaster recovery test or a disaster recovery event.
  
- 2) If the Department designated PU is replaced by a Department, said Department may designate a successor PU and use the Product on that PU. Prior to such other use, Department shall give Supplier written notice of such intended use and such other use shall be subject to Supplier's written consent. Such consent shall be at no charge to Customer or Department and shall not be unreasonably withheld or delayed.
  
- 3) If the Department designated PU is removed to another location, a Department may move any license software Product and supporting materials to that location which physically replaces the original location. Prior to moving of such Product and supporting materials, said Department shall give Supplier written notice of such intended movement and such movement shall be subject to Supplier's written consent. Such consent shall be at no charge to Customer or Department and shall not be unreasonably withheld or delayed.

j. Department may make a maximum of five (5) copies of each license software Product and a maximum of five (5) copies of the user manuals/documentation and supporting materials for each such license software Product. The Department shall maintain an accurate record of the location of such copies at all time and such record shall be available to Supplier. All such copies shall be subject to the terms and conditions of this Agreement.

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**4. RFP PROJECT ADMINISTRATOR**

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a. The Commissioner of the Office of the Secretary of the State, hereinafter "Commissioner," shall name a RFP Project Administrator, who shall be replaced at the sole discretion of the Commissioner. The RFP Project Administrator shall be the sole authority to act for the Department under this Agreement, solely for any Product(s) initially acquired/installed from Request For Proposal No. **RFP 012-A-28-7048-C** and such sole authority shall continue to be in effect until successful completion of the Product Warranty Period or the Warranty Period as stated in the RFP. Whenever the Department is required, by terms of this Agreement to provide written notice to the Supplier, such notice must be signed by the RFP Project Administrator or, in that individual's absence or inability to act, such notice shall be signed by the Commissioner.

b. The milestones and deliverables that are defined in the Project Implementation Schedule will be recognized for the purposes of payment to the Supplier. For each of these milestones and all associated deliverables, the Supplier will submit a standard State invoice, CO-17 "INVOICE – VOUCHER FOR GOODS OR SERVICES RENDERED TO THE STATE OF CONNECTICUT", along with a copy of the Department's "Notice of Acceptance" letter for that milestone and all associated deliverables to the RFP Project Administrator.

c. Any additions to or reductions in the deliverables and prices for work completed in the performance of the Project Implementation Schedule must be executed according to the provisions of Section 5. CHANGE ORDERS.

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**5. CHANGE ORDERS**

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a. The Department may at any time, with written notice to Supplier, request changes within the general scope of the Project Implementation Schedule. Such changes shall not be unreasonably denied or delayed by Supplier. Such changes may include modification in the functional requirements and processing procedures. Other changes might involve the correction of system deficiencies after the operations phase has begun, or other changes specifically required by new or amended State laws and regulations. Any corrections, changes, modification or other alterations of or to the Product(s) shall be made by Supplier, without charge to the Department or Customer prior to successful completion of the Warranty Period, due to System deficiencies or if the System does not fully perform in accordance with this Agreement and the RFP. Any investigation necessary to determine the source of the problem requiring the change shall be done by Supplier at Supplier's sole cost and expense.

b. The written change order request shall be issued by the Department. As soon as possible after Supplier receives a written change order request, but in no event later than fifteen (15) calendar days thereafter, the Supplier shall provide the Department with a written statement that the change has no price impact on the Supplier or that there is a price impact, in which case the statement shall include a description of the price increase or decrease involved in implementing the change. The cost or credit to the Department resulting in a change in the work shall specify the total cost by the number of staff-hours (Labor Category) times the applicable hourly rate as specified within the Product Schedule.

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c. No change order shall become effective nor shall there be any change in the Project Implementation Schedule until Supplier's receipt of an applicable Letter Order with an accompanying Purchase Order (CO-94) or Purchase Order Change Notice (CO-95). No employee, officer, or representative of the Department, including the Department RFP Project Administrator, or the Supplier shall circumvent the intent of this section.

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**6. DELIVERY, INSTALLATION & DEINSTALLATION**

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a. Department shall undertake at its own expense to prepare and make available any PU for installation of any Product in accordance with Supplier-furnished Specifications.

b. Supplier represents and warrants that it shall complete installation of the System in accordance with the Project Implementation Summary and Product Implementation Schedule.

c. Department ordered deinstallation, relocation and reinstallation of any Product previously installed at a Department site or the Department's designated site shall be at Department's expense according to Supplier's prices then in effect for such services

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**7. PRODUCT EVALUATION & ACCEPTANCE**

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a. Except as may be stipulated within Section 4. RFP PROJECT ADMINISTRATOR, any Product furnished by Supplier under the terms of this Agreement shall be subject to an evaluation and acceptance period at the Department installation site. For a System or Product installed by Supplier, said period shall commence on the Department work day next following written Supplier notification to the Department that the Product is installed and ready to undergo evaluation and acceptance testing, defined as follows:

- 1) For the release of a System or Product that has not previously undergone evaluation and acceptance testing, the evaluation and acceptance period shall be thirty (30) contiguous days.
- 2) For the release of a System or Product which has previously undergone Product evaluation and acceptance testing as required in 7.a.1) above, the evaluation and acceptance period shall be five (5) consecutive Customer business days.

The applicable evaluation and test period of System or Product performance and Supplier service must satisfy Customer criteria specified in Section 9. MAINTENANCE & SUPPORT and Section 12. WARRANTIES. For a Product installed by a Department, said period shall commence on the Department work day next following receipt of the Product by said Department.

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b. One thirty (30) day or five (5) day, as applicable, evaluation and acceptance period need not expire before another thirty (30) day or five (5) day, as applicable, evaluation and acceptance period begins. Should any System or Product or associated service fail to be satisfactory as specified in Subsection 7.a., the evaluation and acceptance period then shall be immediately reinitiated.

c. Successful completion of the System or Product evaluation and acceptance period shall be determined by Department and verified on Customer Form SDP-6 "Data Processing Installation/Removal." The license shall be effective commencing on the Customer's SDP-6 "Acceptance Date" which shall be considered to be the first day of the successful Product evaluation and acceptance period. If the Department fails to notify the Supplier within five (5) days after the completion of a successful evaluation and test period, the Supplier may consider that the Product undergoing evaluation and testing has been accepted by said Department. The Department agrees to complete any required Supplier acceptance certificate.

d. If the Department does not accept any System or Product within sixty (60) days of installation, due to the Product or associated service failure to be satisfactory as specified in Subsection 7.a., department may then release the System or Product to Supplier and be relieved of all financial obligations therefor.

e. Notwithstanding Subsection 7.c., for any System or Product acquired from Supplier, the "Acceptance Date" shall mean the first day of the successful System evaluation and acceptance period.

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**8. PAYMENTS & CREDITS**

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a. The Department shall pay any Product, Product license or associated service charges shown in each Attachment promptly after receipt of the Supplier invoice applicable to the calendar month or other period during which Supplier has the obligation to provide the Product or service to the Department (hereinafter referred to as the "Due Date"). Any such charges for a partial month or period shall be prorated. Charges for licenses shall apply starting with the relevant Acceptance Date; charges for associated services shall apply starting with the relevant dates specified in the pertinent Attachments.

b. Payment of said Supplier charges for any such license term shall entitle the Department to use the license Product, free of any usage charges, at the Department's convenience at any time during said term, excluding the time required for maintenance and support.

c. Supplier may assign any license payments (but not any associated service 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. Notwithstanding any such assignment, Supplier agrees that the Department shall quietly have and enjoy use of the license Product, free of any repossession or any claims by Supplier or its successors and assigns, subject to the terms and conditions of this Agreement, provided the Department is not in default hereunder. No Product assignment by Supplier shall relieve Supplier of any obligations under this Agreement without prior written Department consent in each such instance.

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d. The Department shall be liable to Supplier for a charge for an item that is not listed on the Product Schedule only if the related order has been placed by an authorized representative of Customer. Any Supplier time and materials charge shall reflect only reasonable expenditures actually incurred by Supplier in rendering Department services at the Product installation site.

e. Supplier shall furnish separate invoices for each Letter Order; and each Product, license charge, maintenance and support charge or other charge shall be included as separate line items on such invoices.

f. When the license term specified in the Attachment is less than perpetual, all charges for maintenance and support are included in the periodic license fee.

g. Where the license term specified in the Attachment is perpetual, charges for maintenance and support are as follows:

- 1) If the license fee specified in the Attachment is payable in periodic payments, there shall be no additional charge for maintenance and support during the period for which such periodic payments are payable.
- 2) If the license fee specified in the Attachment is payable in one lump sum, there shall be no charge for maintenance and support during the twelve (12) months following the Product Acceptance Date, or during the Warranty Period if applicable.
- 3) For the year after the period for which periodic payments are payable, or twelve (12) months after the Product Acceptance Date or immediately after the Warranty Period if applicable, as the case may be, Supplier shall continue to provide the Department with maintenance and support services provided the Department elects to pay Supplier the applicable maintenance and support charges then in effect.
- 4) For each subsequent year, Supplier's obligation to provide maintenance and support services and Department's obligation to pay the maintenance and support charges then in effect shall be deemed to be automatically renewed unless cancelled in writing by Customer at least thirty (30) days prior to such renewal date.

h. It shall be the responsibility of the Department to pay any charges due hereunder within forty-five days after the acceptance of the applicable Software and Documentation or services being rendered, as applicable, after having received the Supplier invoice.

i. Failure by a Department to make payment within the forty-five (45) day period after which services have been rendered and an undisputed invoice provided shall not constitute a default or breach, but rather, shall entitle Supplier to receive interest on the undisputed amount outstanding after said forty-five (45) days in accordance with State of Connecticut statutes.

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j. Notwithstanding this Section 8., whenever Product(s), Product license(s), or associated services specified in the applicable Attachment is resultant of a Supplier response to a Department/contracting agency request or a RFP, payments to Supplier shall be as follows:

- 1) The Department shall pay Supplier within forty-five (45) days after the period for which Project Implementation Schedule deliverables have been accepted by the Department and an applicable invoice received. In regard to the Product Schedule, charges for non-service related Products shall be billable based upon their applicable lump sum charges. Charges for all other services shall be based upon actual billable time incurred for such deliverables, however, such charges shall not exceed the associated "not-to-exceed cost" in accordance with the Product Implementation Schedule.
- 2) There shall be a twenty-five percent (25%) holdback from the monies that are due for each such deliverable accepted by the Department.
- 3) Upon successful completion of the System evaluation and acceptance period, determined by the Department and verified on Customer Form SDP-6, Department shall pay Supplier one-half of the holdback monies.
- 4) Upon successful completion of the applicable Warranty Period the remaining one-half of the holdback monies will be paid to the Supplier.

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**9. MAINTENANCE & SUPPORT**

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a. After acceptance of any Product by the Department and subject to the terms, conditions, and charges set forth in this Agreement, Supplier represents and warrants that maintenance and support services for any Product shall be provided to the Department as follows:

- 1) Supplier shall provide such reasonable and competent assistance as necessary to cause the Product to perform in accordance with applicable portions of the Specifications; and
- 2) Supplier shall provide Improvements which may be available to Supplier to any Product; and
- 3) Supplier shall update any license Product, if and as required, to cause it to operate under new versions or releases of the operating system(s) specified in the Attachment.

b. Supplier shall provide maintenance and support services on an annual basis. Such maintenance and support services shall automatically renew for successive twelve (12) month periods unless thirty (30) days' prior written notice of termination is provided to the Supplier by the Department before the end of the initial term or any renewal term.

c. Supplier shall maintain sufficient and competent Product support services staff, replacement products and ancillary products to satisfy the Supplier obligations specified herein for any Product.

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d. Supplier shall have full and free access to any Product to provide required services thereon.

e. If any license Product becomes not usable due to the computer manufacturer's release and the installation of (1) a new PU operating system or (2) an updated version of the present PU operating system or (3) a change to the present PU operating system and the Supplier is unable to provide changes to the Product to cause it to operate according to Specifications within thirty (30) days of written notification by the Department to Supplier of such failure to operate, any such Product so affected shall have its paid maintenance and support period, periodic-payment license period or limited term license period extended an additional period of time equal to the period of time the Product was not usable. If, after the expiration of thirty (30) days from the date of said notification, the Product remains not usable, then the applicable license may be terminated at the option of said Department without further obligation or liability.

f. Supplier shall typically respond to the Department's telephone requests for technical support relative to any installed Product within two (2) hours of such requests during Department weekday working hours (8:00 A.M. to 5:00 P.M. Eastern Time and any additional hours covered by this Agreement). Failure to provide reasonable and competent telephone assistance, the Customer's sole determination, within the two (2) hour period shall entitle said Department to either credit or reimbursement against the applicable Product invoice in regard to a nonperpetual license in the amount of ten percent (10%) of the Supplier's current license fee for each succeeding two (2) hour period that said reasonable and competent assistance is not provided by Supplier. For a perpetual license or other software Product, the amount shall be 1/6 times the related Product Schedule annual maintenance and support charge, or two (2) times the related Product Schedule monthly maintenance and support charge, as the case may be, whether payable or not by a Department, for each succeeding two (2) hour period that said reasonable and competent assistance is not provided by Supplier.

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**10. RELIABILITY**

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a. The reliability, at any point in time, of the System shall be determined by the System's operational capability for productive Department use as configured and installed within the Department's operating environment. Continued acceptability of such System performance reliability shall be based on the Department's experienced rate of recoverable and nonrecoverable System operating errors or failures that preclude productive Department use of said System according to the applicable Department requirements, to which Supplier submitted a bid or proposal and which resulted in the issuance of a Letter Order, to the applicable RFP, the specifications issued in and/or referenced in a Letter Order and Supplier operating specifications.

b. The required reliability (Computed % Reliability) for the System during any calendar month is ninety-nine percent (99%) uptime availability for aforesaid productive Department use, computed as follows:

$$\text{Computed \% Reliability} = \frac{(\text{Available-Time-per-Month}) - (\text{Downtime-per-Month})}{(\text{Available-Time-per-Month})}$$

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with Available-Time-per-Month equated to one hundred eighty (180) hours, which shall be deemed to correspond to PPM during each calendar month (plus any additional hours of said System use by Department during said month wherein those hours are covered by this Agreement), and Downtime-per-Month equated to those hours of Available-Time-per-Month during which the Department or any specific site is precluded from aforesaid productive System use.

EXAMPLE:

Given: Available-Time-per-Month was 180 hours.

Downtime-per-Month was 1.80 hours.

$$(180 - 1.80)$$

180

Then: Computed % Reliability for a specific site = 99%

c. A given instance of System downtime shall start after receipt by the Supplier of a bona fide Department service request to remedy any operational System deviation, error, or failure condition(s), and end with documented proof by Supplier to the Department that such System status has been fully restored to the applicable specifications issued in and/or referenced in a Letter Order, the specifications issued in and/or referenced in a RFP and Supplier's operational specifications and made ready for productive Department use. However, the calculated time period of a given such instance of System downtime shall exclude the following periods: (1) any nonproductive System use time caused by the Department or the Department's authorized third party; (2) any non-productive System use time during Non-PPM, unless Department orders its maintenance during Non-PPM at the then applicable additional charges for such service; and (3) any time during which the Department fails to make the System available for Supplier's remedial service.

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**11. RFP SYSTEM WARRANTIES**

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a. Supplier represents and warrants that the Products and System shall conform to the terms and conditions of this Agreement, the specifications issued in and/or referenced in a Letter Order, the issued RFP and Supplier's proposal, and be free from defects in material and workmanship upon acceptance of the System by the Department and for a minimum period of the Warranty Period. During this Warranty Period, all Products and the System shall function according to this Agreement, the specifications issued in and/or referenced in a Letter Order, the RFP and Supplier's provided documentation. Supplier shall modify, adjust, repair and/or replace such Product(s) as necessary, at no charge to the Department, to maintain ongoing System and Product reliability according to Section 9. MAINTENANCE & SUPPORT and Section 10. RELIABILITY.

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b. If the ongoing performance of Supplier maintenance and support of the System or if any Product of the System does not conform to Section 9. MAINTENANCE & SUPPORT and Section 10. RELIABILITY, the Department shall give Supplier written notice of performance deficiencies. Supplier shall then have not more than a thirty (30) calendar day period to correct the applicable Product or service deficiency and restore the functioning of the Product and System to a level of operation that meets or exceeds the terms of this Agreement, the specifications issued in and/or referenced in a Letter Order, the RFP and Supplier's proposal specifications. If during this period such Product or System performance or service level continues to fail to meet these specifications, then the Supplier shall be in material default of this Agreement.

c. In addition to as may be otherwise provided in this Agreement, any material default by the Supplier during the Warranty Period, the Customer may, by written notice to Supplier shall reimburse Department of all monies paid by Department to Supplier under this Agreement.

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**12. WARRANTIES**

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a. Supplier hereby warrants its ownership and/or marketing rights to the license software Products. Unless stated otherwise in an Attachment, Supplier hereby warrants that a Product delivered or installed by Supplier, or installed by the Department in accordance with Supplier's instructions, shall function according to the Specifications on the Acceptance Date for such Product and Supplier shall modify and/or replace such Product as necessary to maintain ongoing Product reliability according to Section 9. MAINTENANCE & SUPPORT. This latter warranty shall not apply to any Product deficiency caused by maintenance by a person other than the Supplier or its representative.

b. If the ongoing performance of a Product does not conform to the Section 9. MAINTENANCE & SUPPORT provisions of this Agreement, the Department shall give Supplier written notice of performance deficiencies. Supplier shall then have not more than a ten (10) calendar day cumulative cure period per twelve (12) month period to correct such deficiencies. If the cumulative number of days in a twelve (12) month period is exceeded, and said performance continues to be in nonconformance with said Section 9., the Supplier shall be in material default of this Agreement and the Customer at its option may thereupon:

- 1) in addition to the options listed below, if during the Warranty Period, terminate this Agreement in accordance with Subsection 11.c.
- 2) request Supplier to replace said System, Product or service resource at Supplier's expense with a functional Product or competent service.
- 3) terminate the Product license or service without Department penalty, further obligation or financial liability. In the event of such Product license termination, the Department shall be entitled to a refund according to the following schedule:

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Termination of a lump-sum payment perpetual license

Period license of terminated Product has been in effect starting with Acceptance Date:

1st - 12th month - 75% of license fee paid to be refunded

13th - 24th month - 50% of license fee paid to be refunded

25th - 36th month - 25% of license fee paid to be refunded

37th month and over - No refund

Termination of associated services or a periodic payment license or a lump-sum payment nonperpetual license

All fees paid by the Department applicable to the period following default shall be refunded to the Department.

c. The Supplier neither excludes nor modifies the implied warranties of merchantability and fitness for a particular purpose concerning the Products and services offered under the terms and conditions of this Agreement.

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**13. PATENT, COPYRIGHT, LICENSE & PROPRIETARY RIGHTS**

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a. Supplier hereby grants the Department, at no additional cost, rights to copy and modify and use any patented, copyrighted, licensed or proprietary software Product solely in the pursuit of its own business interests. The Department shall promptly affix to any such copy a reproduction of the patent, copyright, license or proprietary rights information notice affixed to the original Product. The Department shall maintain the confidentiality of any such license software Product consistent with its privileged nature, and shall not divulge the license software Product or make it available to any third party, except as may be noted elsewhere in this Agreement. This obligation survives termination of this Agreement.

b. Supplier agrees to indemnify, hold harmless and defend the Customer and any Department from and against any patent, copyright, license or proprietary rights infringement claim or proceeding pertaining to Department use of any Product, except where the Department modifies or adapts the Product without Supplier consent. Supplier agrees to satisfy any final award arising from any said claim or proceeding. Customer or the Department agrees to give Supplier prompt written notice of any impending said claim or proceeding, and agrees to Supplier's right to conduct any defense thereof.

INFORMATION PROCESSING SYSTEMS AGREEMENT

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c. In the event any Product becomes the actual or prospective subject of any said claim or proceeding, Supplier may, at its discretion: (1) modify the Product or substitute another equally suitable Product (providing such alternative does not degrade the Department's Product dependent performance capability), or (2) obtain for said Department the right to continued Product use, or (3) if Product use is prevented by injunction, take back the Product and credit the Department for any charges unearned as a result of enjoined use as follows:

- 1) Where the license specified in the applicable Attachment is less than perpetual, Supplier shall promptly refund the Department the amount of the fees paid for the portion of the applicable term found to be infringing.
- 2) Where the license specified in the applicable Attachment is perpetual:
  - a) Periodic Payment License. Supplier shall promptly refund the Department the amount of the fees paid for the portion of the applicable term found to be infringing.
  - b) Lump-Sum Payment License. Supplier shall promptly refund the Department any Product maintenance and support charges paid by the Department applicable to the infringement period plus a sum computed as follows:

Period license of infringing Product has been in effect starting with Acceptance Date:

1st - 12th month – 100% of license fee paid

13th - 24th month - 75% of license fee paid

25th - 36th month - 50% of license fee paid

37th month and over- 25% of license fee paid

d. Supplier shall have no liability for any infringement claim or proceeding based on the Department's use of a license software Product for which it was neither designed nor intended and Supplier has provided written notification to said Department of such inappropriate use.

e. All images and data used in the enhancement to the current Uniform Commercial Code (UCC) and Corporations Systems within the Commercial Recording Division, shall remain at all times the sole property of the State of Connecticut.

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**14. CONFIDENTIALITY; NONDISCLOSURE**

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a. In order that the Supplier may effectively assist the Department, the Department may disclose to the Supplier confidential information relating to past, present and/or future operations relative to the Customer, including the Department.

b. All data and/or other information, in whatever form, delivered by the Department or otherwise obtained from the Department by the Supplier pursuant to this Agreement shall be deemed confidential to the Customer, including the Department.

c. The Supplier shall provide care and safeguards for the Customer's, including the Department's, information and instruct its personnel to keep such information confidential by using such care and discretion as may be necessary. The Supplier shall have no obligation to safeguard such material if the material is publicly available, already in public possession or publicly known, rightfully obtained by the Supplier from third parties, or disclosed by the Supplier as required of the Supplier pursuant to the laws of public disclosure.

d. The Department shall exercise at least the same degree of care to safeguard any license software Product as the Department does its own property of a similar nature and shall take reasonable steps to assure that neither the license software Product nor any part thereof received by Department under this Agreement shall be disclosed for other than its own business interests. Such prohibition on disclosures shall not apply to disclosures by the Department to its employees or its representatives, provided such disclosures are reasonably necessary to Department's use of the Product, and provided further that Department shall take all reasonable steps to insure that the Product is not disclosed by such parties in contravention of this Agreement.

b. The Department shall use any license software Product only in the pursuit of its own business interests. Customer shall not sell, lease, license or otherwise transfer with or without consideration, any such Product to any third party (other than those nondesignated third parties that have need to know and agree to abide by the terms of this Section 14.) or permit any third party to reproduce or copy or otherwise use such Product. Customer will not create derivative works, translate, reverse engineer or decompile the software Product, 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 license software Product.

e. Supplier hereby agrees that:

- 1) All Department information exposed or made available to Supplier or its representatives is to be considered confidential and handled as such.
  
- 2) Any such Department information is not to be removed, altered, or disclosed to others in whole or in part by Supplier and its representatives.
  
- 3) Department security procedures shall be adhered to.

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It is expressly understood and agreed that the obligations of this Section 14. shall survive the termination of this Agreement.

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**15. PRODUCT REPLACEMENTS & UPGRADES**

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a. Customer may order replacement of any license software Product with any other license software Product then available to Customer. Supplier shall provide Customer with a discount or credit according to Supplier's policy then in effect or according to the credit shown below, whichever is greater:

1) Replacement Product that was provided under a lump sum payment perpetual license

Period license of replaced Product has been in effect starting with Acceptance Date:

1st - 12th month - 75% of license fee paid shall be credited toward fee for Replacement Product

13th - 24th month - 50% of license fee paid shall be credited toward fee for Replacement Product

25th - 36th month - 25% of license fee paid shall be credited toward fee for Replacement Product

37th month and over - No credit toward fee for Replacement Product

2) Replaced Product that was provided under a periodic payment license

License fee payments for a replaced Product shall terminate on the Acceptance Date of the replacement Product.

3) Replaced Product that was provided under a lump-sum payment nonperpetual license

There shall be a prorata adjustment of the license fee payment for a replaced Product as of the Acceptance Date of the replacement Product.

The license fee for any replacement Product applies commencing on the Acceptance Date of such Product.

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b. Supplier shall keep current any installed license software Product throughout its license term by delivering, at no cost or expense to a Department, the most current release of said Product to the Department, provided that said Department has paid or will pay the most recent applicable annual maintenance charges.

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**16. RISK OF LOSS & INSURANCE**

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a. The Department shall not be liable to Supplier for any risk of Product or System loss or damage while Product is in transit to or from a Department installation site, or while in a Department's possession, except when such loss or damage is due directly to Department gross negligence.

b. In the event Supplier employees or agents enter premises occupied by or under control of Department in the performance of their responsibilities, Supplier shall indemnify and hold said Department harmless from and defend it against any loss, cost, damage, expense or liability by reason of tangible property damage or personal injury, of any nature or any kind, caused by the performance or act of commission or omission of said employees or agents. Without limiting the foregoing, Supplier shall maintain public liability and property damage insurance within reasonable limits covering the obligations contained herein, and shall maintain proper workers' compensation insurance in accordance with Section 32. WORKERS' COMPENSATION.

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**17. PRODUCT ALTERATIONS**

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a. Alterations of any license software Product may be made only with the prior written consent of Supplier. Such consent shall not be unreasonably withheld or delayed.

b. If any Product alteration interferes with the normal and satisfactory operation or maintenance and support of any Product, or increases substantially the costs of maintenance and support thereof, or creates a safety hazard, the Department, upon receipt of written notice from Supplier, shall promptly restore the Product to its prealtered condition.

c. Any Alteration of a Product by the Department without written consent of Supplier shall void the obligations of Supplier under Section 9. MAINTENANCE & SUPPORT for the Product. Supplier shall indicate in any written consent which parts of the Product being altered will continue to be subject to Section 9. MAINTENANCE & SUPPORT and which will not.

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**18. LIMITATION OF LIABILITY**

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In no event shall either party be liable for special, indirect or consequential damages except as may otherwise be provided for in this Agreement. Supplier shall indemnify, defend and hold harmless the Department and Customer from and against all: (1) actions, suits, claims, investigations or legal or administrative or arbitration proceedings pending or threatened, whether at law or in equity in any forum (collectively, "Claims") arising, directly or indirectly, in connection with this Agreement including, but not limited to, acts of commission or omission, (collectively, the "Acts") by the Supplier or any of its members, directors, officers, shareholders, representatives, agents, servants, consultants, employees or any other person or entity with whom the Supplier is in privity of oral or written contract (collectively, "Supplier Parties"); (2) liabilities arising, directly or indirectly, in connection with this Agreement, out of the Supplier's or Supplier Parties' Acts concerning its or their duties and obligations as set forth in this Agreement; and (3) damages, losses, costs and expenses, including but not limited to, attorneys' and other professionals' fees, that may arise out of such Claims and/or liabilities for bodily injury and/or property damage.

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**19. FORCE MAJEURE**

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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, unavailable raw materials, telecommunication or power failure, fire, flood, earthquake, epidemics, natural disasters, and acts of God.

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**20. SOURCE CODE ESCROW**

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a. Supplier agrees to store during the term of this Agreement at a third party site a copy of the most current source code, and any documentation and written instructions required to interpret said source code, for all license software Products. Said third party site, source code, documentation and instructions will be affirmed to the Department in writing by Supplier within fourteen (14) days of a request of the Department. Supplier shall immediately arrange for the surrender of such source code, documentation and instructions to Department:

- 1) If Supplier becomes insolvent or commits any act of bankruptcy or makes a general assignment for the benefit of creditors;

OR

- 2) If Supplier or its successors or assignees discontinues support of the Products for any reason

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b. Supplier shall arrange so that the Department shall have the right at any time to contact the so identified third party and shall also arrange so the Department's audit personnel shall have full and free access to examine any such source code, documentation and written instructions, for the purposes of ascertaining the existence of the source code and related documentation and instructions and for the verification of the continued validity of the instructions from the Supplier to the third party to release the source code, documentation and instructions to the Department under the circumstances specified in this section.

c. In no event shall a Department use the source code, documentation and written instructions for purposes other than satisfying Department needs. Title to any source code released to Customer in compliance with this Section 20. shall remain with Supplier and Customer shall continue to treat the released materials as valuable and proprietary trade secret information of Supplier in accordance with the terms of this Agreement, which terms shall expressly survive the termination or expiration of this Agreement. Customer agrees that any released source code shall be used solely for the business purposes of Department and shall not be disclosed to any third party pursuant to this Agreement.

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**21. TERMINATION OF AGREEMENT**

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This Section 21. TERMINATION OF AGREEMENT shall become effective upon approval of this Agreement and shall survive until successful completion of the Warranty Period. During the time this Section 21. remains in force, this Agreement shall be subject to termination according to the following and as otherwise provided in this Agreement.

a. Mutual Agreement

This Agreement may be terminated by mutual agreement, in writing, of the parties. The effective date of such termination and the responsibilities of the parties shall be set forth as a part of that Agreement.

b. Default by the Supplier

The Customer may, by written notice to Supplier, signed by the RFP Project Administrator, terminate the Supplier's right to proceed under this Agreement if the Supplier:

1. Materially fails to perform the services within the time specified or any extension thereof; or
2. so fails to make progress as to materially endanger performance specified in this Agreement in accordance with its terms; or
3. otherwise fails to perform any other material provisions of this Agreement; provided, however, that in such event the Customer, through the RFP Project Administrator, shall give the Supplier at least thirty (30) days' prior written notice.

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Termination for default at the option of the Customer shall be effective thirty (30) days after receipt of such notice, unless the Supplier corrected said failure(s) within thirty (30) days after receipt by the Supplier of such written notice. In the event of such Agreement termination, the Supplier shall reimburse Department of all monies paid by Department to Supplier under this Agreement and shall be liable to compensate the Department for any additional costs reasonably incurred by the Department in obtaining such services, provided that the failure to perform under this Agreement which results in termination pursuant to this Subsection 21.b. arises out of cause or causes other than those described in Section 19. FORCE MAJEURE.

c. Termination by the RFP Project Administrator

The RFP Project Administrator, by thirty (30) days' prior written notice to the Supplier, may terminate performance of work under this Agreement, in whole or in part, when it is in the best interest of the Department to do so. In the event of such termination, the Department will compensate the Supplier for work performed prior to such termination date and for all reasonable costs to which the Supplier has, out of necessity, obligated itself as a result of this Agreement.

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**22. TERMINATION OF LETTER ORDERS**

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In addition to as otherwise may be provided in this Agreement, the Department may terminate early and without penalty, and without default on the part of the Supplier, any license or associated service on any Attachment by releasing Supplier from further responsibility to provide the Product or service, under the following conditions:

a. Termination in the Interest of Department

Upon thirty (30) days' prior written notice to Supplier, a Department may terminate any service and/or applicable Letter Order(s), in whole or in part, when it is in the best interest of the Department to do so. In the event such termination pertains to associated service, the Supplier will be compensated for all work performed prior to such termination date.

b. Lack of Continued Funding

Upon ninety (90) days' written notice to Supplier, a Department may terminate any Product license or associated service as of the first day of the period for which sufficient funds to meet its obligations under this Agreement are not appropriated or allocated. The Department shall pay any Product or service charges due prior to the nonfunded period. If the necessary funding becomes available within ninety (90) days of such termination, Department and Supplier agree to resume said license or associated service, upon such funding becoming available, under the terms applicable to such license or associated service just prior to termination, unless such resumption is mutually declined.

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Upon the termination of any such Product license, the license and all other rights granted hereunder to the Department shall immediately cease, and said Department shall immediately upon receipt of written request from Supplier:

- 1) Return the Product to Supplier; and
- 2) Purge all copies of the Product or any portion thereof from all PU's and from any computer storage medium or device on which the Department has placed Product.

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**23. GENERAL PROVISIONS**

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

b. If any term or condition of this Agreement is decided by a proper authority to be invalid, the remaining provisions of the Agreement shall be unimpaired and the invalid provision shall be replaced by a provision which, being valid, comes closest to the intention underlying the invalid provision.

c. The terms of all Product and associated service offerings in this Agreement are equivalent to or better than those for comparable Supplier offerings to any other state or local government customer under like terms and conditions. If during the life of this Agreement Supplier provides more favorable terms for said offerings to another such customer, this Agreement shall thereupon be deemed amended to provide same to Customer.

d. The failure at any time by either party to this Agreement 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 waiver by either party of a breach of any such provision shall not constitute a waiver of the provision itself, unless such a waiver is expressed in writing and signed by a duly authorized representative of the waiving party.

e. In any case where the consent or approval of either party is required to be obtained under this Agreement, 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.

f. This Agreement shall be deemed to have been made in the State of Connecticut and shall be governed in all respects by the laws of said State without giving effects to its conflicts of law provisions.

g. The Department agrees not to remove or destroy any proprietary markings or proprietary legends placed upon or contained within any license software Product.

INFORMATION PROCESSING SYSTEMS AGREEMENT

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h. Except as may be otherwise provided for in this Agreement, the Department shall not assign, mortgage, alter, relocate or give up possession of any license software Product without the prior written consent of Supplier.

i. If the Department desires to obtain a version of the license software Product that operates under an operating system not specified in the Attachment, Supplier shall provide Department with the appropriate version of the Product, if available, on a 60-day trial basis without additional charge, provided Department has paid all applicable maintenance and support charges then due. At the end of the 60-day trial period, a Department must elect one of the following three options:

- 1) Department may retain and continue to use the old version of the license Product and return the new version to Supplier and continue to pay the applicable license fee and maintenance and support charge for the old version;

OR

- 2) Department may retain and use the new version of the license Product and return the old version to Supplier, provided that any difference in the applicable license fee and maintenance and support charge for the new version and such fee and charge for the old version is paid or refunded to the appropriate party;

OR

- 3) Department may retain and use both versions of the license Product, provided Department pays Supplier the applicable license fees and maintenance and support charges for both versions of the Product.

j. Supplier covenants and agrees that it will not, without prior written consent from Customer, make any reference to Customer in any of Supplier's advertising or news releases.

k. Any product developed under this Agreement shall be the sole property of the Customer and the Customer shall have sole proprietary rights thereto.

l. Any forthcoming transactions against this Agreement shall be in accordance with applicable Connecticut statutes, if any, pertaining to the Department of Information Technology.

m. The following items are hereby incorporated into this Agreement by reference

- 1) The specifications issued by a Department and/or referenced in an attached Letter Order.
- 2) Supplier response to the above specifications
- 3) The RFP No. **RFP 012-A-28-7048-C** issued on April 23, 2002
- 4) RFP Amendment #1 issued on June 14, 2002
- 5) DOIT Letter of Request For Clarification to PCC Technology Group, LLC dated September 6, 2002.
- 6) PCC Technology Group, LLC Letter of Clarification dated September 25, 2002
- 7) Supplier proposal to said RFP dated June 28, 2002.
- 8) DOIT Letter to Request Price Revisions dated March 4, 2003
- 9) PCC Technology Group, LLC Revised Pricing Dated March 10, 2003

pm 4/4/03  
JL 4-3-03

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**24. ORDER OF PRECEDENCE**

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In the event of conflict of terms and conditions between or among the RFP, the Supplier proposal and this Agreement, the order of precedence is:

- 1) This Agreement (Reference No. **B-03-011**)
- 2) Department Issued Specifications
- 3) Supplier response to a Department request.
- 4) RFP Amendment #1 issued on June 14, 2002
- 5) The RFP No **RFP 012-A-28-7048-C** issued on April 23, 2002
- 6) PCC Technology Group, LLC Letter of Clarification dated September 25, 2002
- 7) Supplier proposal to said RFP dated June 28, 2002.
- 8) DOIT Letter to Request Price Revisions dated March 4, 2003
- 9) PCC Technology Group, LLC Revised Pricing Dated March 10, 2003

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**25. YEAR 2000 COMPLIANCE**

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The contractor warrants that each hardware, software, and firmware product ("product") or each developed, modified or remediated item of hardware, software, firmware ("item") or each service delivered under this contract shall be able to:

- (1) accurately assess, present or process date/time data (including, but not limited to, management , manipulation, processing, comparing, sequencing and other use of date data, including single and multi-century formulae and leap years) from, into , and between the twentieth and twenty-first centuries, and the years 1999 and 2000 and leap year calculations;
- (2) properly exchange date/time data when used in combination with other information technology;
- (3) perform as a system, if so stipulated in the contract, and the warranty shall apply to those items as a system.

Notwithstanding any provision to the contrary in any vendor warranty or warranties, the remedies available to the State under this Year 2000 warranty shall include repair or replacement of any listed product and/or item whose non-compliance with the Year 2000 warranty is discovered and made known to the contractor in writing. This warranty remains in effect through December 31, 2000 or 365 days following the RFP Warranty Period, whichever is later.

*RLM 4/4/03*  
*JL 4-3-03*

INFORMATION PROCESSING SYSTEMS AGREEMENT

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Nothing in this warranty shall be construed to limit any rights or remedies the State may otherwise have under this contract with respect to defects other than Year 2000 compliance.

In addition, the contractor warrants that products or items modified or remediated to achieve Year 2000 compliance will remain unaffected with respect to their functioning or performance except for processing and exchanging date/time data. The contractor warrants that products or items not being modified or remediated directly will remain unaffected with respect to their normal functioning or performance.

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**26. COMMUNICATIONS**

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Unless notified otherwise by the other party in writing:

Correspondence, notices, and coordination between the parties to this Agreement as to general business matters or the terms and conditions herein should be directed to:

Customer:            Connecticut Department of Information Technology  
                          Contracts & Purchasing Division  
                          101 East River Drive  
                          East Hartford, CT 06108-3274

Supplier: As stated in page one of this Agreement.

Details regarding Supplier invoices and all technical or day-to-day administrative matters pertaining to any Product and related service should be directed to:

Department:        the RFP Project Administrator  
                          **The Agency Site Manager specified in the applicable Letter Order.**  
                          **Office of the Secretary of the State**  
                          **30 Trinity Street**  
                          **Hartford, Connecticut 06106**

Supplier: As stated on page one of this Agreement.

Notices sent by United States mail with postage prepaid shall become effective when mailed.

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27. NONDISCRIMINATION AND AFFIRMATIVE ACTION PROVISIONS

This section is inserted in this contract in connection with Subsection (a) of Section 4a-60 of the General Statutes of Connecticut, as revised.

a. For the purposes of this section, "minority business enterprise" means any small contractor or supplier of materials fifty-one per cent 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 Conn. Gen. Stat. Section 32-9n; and "good faith" means that degree of diligence which a reasonable person would exercise in the performance of legal duties and obligations. "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.

For the purposes of this section, "commission" means the commission on human rights and opportunities.

For the purposes of this section, "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.

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, mental retardation 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. 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, mental retardation, 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; (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 such contractor has a collective bargaining agreement or other contract or understanding and each vendor with which such contractor has a contract or understanding, a notice to be provided by the commission 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 Conn. Gen. Stat. Sections 46a-68e and 46a-68f and with each regulation or relevant order issued by said commission pursuant to Conn. Gen. Stat. Sections 46a-56, 46a-68e and 46a-68f; (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 Conn. Gen. Stat. Section 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 project.

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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 Conn. Gen. Stat. Section 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.

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**28. NONDISCRIMINATION PROVISIONS REGARDING SEXUAL ORIENTATION**

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This section is inserted in this contract in connection with Subsection (a) Section 4a-60a of the General Statutes of Connecticut, as revised.

a. (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 of the state of Connecticut, and that employees are treated when employed without regard to their sexual orientation; (2) the contractor agrees to provide each labor union or representative of workers with which such contractor has a collective bargaining agreement or other contract or understanding and each vendor with which such contractor has a contract or understanding, a notice to be provided by the commission on human rights and opportunities advising the labor union or workers' representative of the contractor's commitments under this section, and to post copies of the notice in conspicuous places available to employees and applicants for employment; (3) the contractor agrees to comply with each provision of this section and with each regulation or relevant order issued by said commission pursuant to section 46a-56 of the general statutes; (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 section 46a-56 of the general statutes.

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b. The contractor shall include the provisions of Subsection a 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 section 46a-56 of the general statutes; 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.

c. 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.

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**29. EXECUTIVE ORDER NO. THREE**

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This contract is subject to the provisions of Executive Order No. Three of Governor Thomas J. Meskill promulgated June 16, 1971 and, as such, this contract may be cancelled, terminated or suspended by the state labor commissioner for violation of or noncompliance with said Executive Order No. Three, or any state or federal law concerning nondiscrimination, notwithstanding that the labor commissioner is not a party to this contract. The parties to this contract, as part of the consideration hereof, agree that said Executive Order No. Three is incorporated herein by reference and made a part hereof. The parties agree to abide by said Executive Order and agree that the state labor commissioner shall have continuing jurisdiction in respect to contract performance in regard to nondiscrimination, until the contract is completed or terminated prior to completion.

The contractor agrees, as part consideration hereof, that this contract is subject to the Guidelines and Rules issued by the state labor commissioner to implement Executive Order No. Three, and that he will not discriminate in his employment practices or policies, will file all reports as required, and will fully cooperate with the State of Connecticut and the state labor commissioner.

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**30. EXECUTIVE ORDER NO. SIXTEEN**

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This contract is subject to the provisions of Executive Order No. Sixteen of Governor John G. Rowland promulgated August 4, 1999, and, as such, this contract may be canceled, terminated or suspended by the contracting agency for violation of or noncompliance with said Executive Order No. Sixteen.

The parties to this contract, as part of the consideration hereof, agree that Executive Order No. Sixteen is incorporated herein by reference and made a part hereof. The parties agree to abide by said Executive Order and agree that the contracting State shall have jurisdiction in providing its employees a reasonably safe and healthy working environment, free from intimidation, harassment, threats, and /or violent acts.

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**31. EXECUTIVE ORDER NO. SEVENTEEN**

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This contract is subject to the provisions of Executive Order No. Seventeen of Governor Thomas J. Meskill promulgated February 15, 1973, and, as such, this contract may be cancelled, terminated or suspended by the contracting agency or the State Labor Commissioner for violation of or noncompliance with said Executive Order No. Seventeen, notwithstanding that the Labor Commissioner may not be a party to this contract. The parties to this contract, as part of the consideration hereof, agree that Executive Order No. Seventeen is incorporated herein by reference and made a part hereof. The parties agree to abide by said Executive Order and agree that the contracting agency and the State Labor Commissioner shall have joint and several continuing jurisdiction in respect to contract performance in regard to listing all employment openings with the Connecticut State Employment Service.

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**32. WORKERS' COMPENSATION**

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Supplier agrees to carry sufficient workers' compensation and liability insurance in a company, or companies, licensed to do business in Connecticut, and furnish certificates if required.

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**33. APPROVAL OF AGREEMENT**

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This Agreement shall become effective upon its approval as to form by the Office of the Attorney General of the State of Connecticut.

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**34. REPORTS TO THE AUDITORS OF PUBLIC ACCOUNTS**

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This contract is subject to the provisions of §4-61dd Connecticut General Statutes. In accordance with this section any person having knowledge of any matter involving corruption, violation of state or federal laws or regulations, gross waste of funds, abuse of authority or danger to the public safety occurring in any large state contract, may transmit all facts and information in his possession concerning such matter to the Auditors of Public Accounts. In accordance with subsection (e) if an officer, employee or appointing authority of a large state 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 the Auditors of Public Accounts or the Attorney General under the provisions of this section, 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 the contract. Each violation shall be a separate and distinct offense and in the case of a continuing violation each calendar

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day's continuance of the violation shall be deemed to be a separate and distinct offense. The executive head of the state or quasi- public agency may request the Attorney General to 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) each large state contractor shall post a notice of the provisions of this section relating to large state contractors in a conspicuous place which is readily available for viewing by the employees of the contractor.

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**35. LANGUAGE REQUIRED PURSUANT TO PUBLIC ACT 01-169, SECTION 2**

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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 (1) provide that the public agency is entitled to receive a copy of records and files related to the performance of the governmental function, and (2) indicate that such records and files are subject to the Freedom of Information Act and may be disclosed by the public agency pursuant to the Freedom of Information Act. 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 the Freedom of Information Act. 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 general statutes.

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**36. CONTINUITY OF SYSTEMS IN EVENT OF EXPIRATION OR TERMINATION OF CONTRACT, AMENDMENT OR SUBCONTRACT OR DEFAULT OF CONTRACTOR OR SUBCONTRACTOR.**

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This section is inserted in this contract in connection with Section 4d-44 of the General Statutes of Connecticut, as revised.

Each contract, subcontract or amendment to a contract or subcontract shall include provisions ensuring continuity of state agency information system and telecommunication system facilities, equipment and services, in the event that work under such contract, subcontract or amendment is transferred back to the state or transferred to a different contractor, upon the expiration or termination of the contract, subcontract or amendment or upon the default of the contractor or subcontractor. Such provisions shall include, but not be limited to, (1) procedures for the orderly transfer to the state of (A) such facilities and equipment, (B) all software created or modified pursuant to the contract, subcontract or amendment, and (C) all public records, as defined in section 4d-33 of the General Statutes of Connecticut, as revised, which the contractor or subcontractor possesses or creates pursuant to such contract, subcontract or amendment, and (2) procedures for granting former state employees who were hired by such contractor or subcontractor the opportunity for reemployment with the state.

Supplier agrees to ensure such continuity, transfer and granting of reemployment as required under Section 4d-44 of the General Statutes of Connecticut, as revised. Further Supplier agrees that such continuity, transfer and granting of reemployment shall be at no additional cost to the State.

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**37. ENTIRETY OF AGREEMENT**

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INFORMATION PROCESSING SYSTEMS AGREEMENT

Reference No. B-03-011

Page 32 of 32

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This Agreement includes the SIGNATURE PAGE OF AGREEMENT. To the extent the provisions of the previously mentioned Product Schedule, the Project Implementation Summary, the Project Implementation Schedule and any aforementioned Attachment do not contradict the provisions of Sections 1 through 37 of this Agreement, said documents are incorporated herein by reference and made a part hereof as though fully set forth herein. This Agreement, 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 PURPOSELY LEFT BLANK

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INFORMATION PROCESSING SYSTEMS AGREEMENT

Reference No. B-03-011

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\*\*\*\*\*

SIGNATURE PAGE OF AGREEMENT

This Agreement is entered into by authority of Sections 4d-2, 4d-5 and 4d-8 of the General Statutes.

**PCC TECHNOLOGY GROUP, LLC**

**STATE OF CONNECTICUT**

BY: Jerry Long  
TITLE: President & CEO

BY: Gregg P. Regan  
Gregg P. Regan  
Chief Information Officer  
Technology, duly authorized

DATE: 3/27/2003

SEAL  
LC

DATE: 3/31/03

APPROVED AS TO FORM:

BY: Will B. R. K.  
Attorney General of the  
State of Connecticut

DATE: 5/1/03

Reference No.

CERTIFICATE OF AUTHORITY

I, Jerry Long, the undersigned, do hereby certify that I am the President & CEO of PCC Technology Group, LLC, a Connecticut Limited Liability Company, and that the following resolution was duly adopted on March 27, 2003, at a duly called and held meeting of the Board of Directors of said Limited Liability Company:

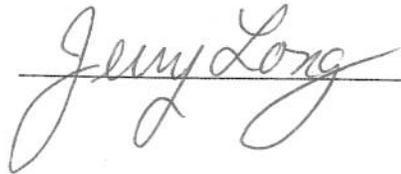
Resolved, that Jerry Long, in his capacity as President & CEO of PCC Technology Group, LLC

is hereby authorized to sign any and all contracts or amendments to contracts on behalf of the corporation.

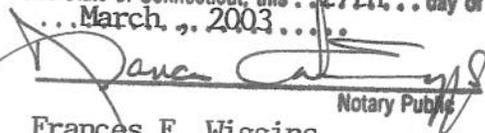
I do further certify that the above resolution has not been amended or revoked and is now in full force and effect.

Dated this 27<sup>th</sup> day of March 2003.

(Seal)  
LC



Subscribed and sworn to before me, a Notary Public, in and for County of Hartford and State of Connecticut, this 27th day of March, 2003.



Notary Public  
Frances E. Wiggins  
Commission Expires: August 31, 2004



Reference No.

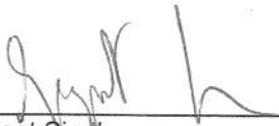
SECRETARY'S CERTIFICATE

The undersigned, Gurpreet Singh, Secretary of PCC Technology Group, LLC, a CT Limited Liability Company, (the "Corporation"), does hereby certify that the following are true and complete resolutions which were [(1) unanimously adopted, or (2) adopted by quorum] at a duly called and held meeting of the Board of Directors of the Corporation on the 27th day of March, 2003, and that such resolutions have not been amended or modified and continue to be in full force and effect as of the date hereof:

NOW, THEREFORE, BE IT RESOLVED, that the Corporation enter into a certain contract (the "Agreement") with State of Connecticut concerning CONCORD Project; and

FURTHER RESOLVED, that Jerry Long, President & CEO of the Corporation, is hereby authorized and directed to do and perform all acts and things which they deem to be necessary or appropriate to effectuate the foregoing resolution, including, but not limited to, executing and delivering the Agreement substantially in the form previously reviewed by the Board of Directors on March 27th, 2003, all amendments or modifications made thereto and all documents and instruments contemplated therein.

IN WITNESS WHEREEOF, the undersigned has executed this Certificate this 27th day of March, 2003.

  
Gurpreet Singh  
Secretary

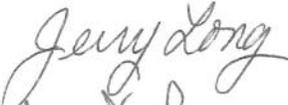
(SEAL)  
LC



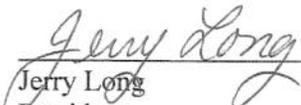
## INCUMBENCY CERTIFICATE

The undersigned, hereby certifies that he is the duly appointed, qualified and acting President of PCC Technology Group, LLC, a Connecticut Limited Liability Company, and that as such President he is familiar with its officers and their signatures.

The undersigned further certifies that the persons named below now hold the respective offices set out at the left of their names, they have held those offices since the corresponding dates below and that the signatures at the right of their respective names are their genuine signatures.

<u>TITLE</u>	<u>NAME</u>	<u>DATE</u>	<u>SPECIMEN SIGNATURE</u>
President	Jerry Long	3/27/2003	
Secretary	Gurpreet Singh	3/27/2003	
Treasurer	Johnny Wilson	3/27/2003	

Dated at Bloomfield, CT, this 27<sup>th</sup> day of March 2003.

  
\_\_\_\_\_  
Jerry Long  
President

The undersigned, hereby certifies that he is the duly appointed, qualified and acting Treasurer of PCC Technology Group, LLC, a Connecticut Limited Liability Company, and that as such Treasurer he is familiar with its officers and their signatures.

The undersigned further certifies that the aforementioned Jerry Long is the duly appointed, qualified and acting President of PCC Technology Group, LLC that he now holds that office, has held that office since January 1, 1995 and that the signature at the right of his name is his genuine signature.

Dated at Bloomfield, CT, this 27th day of March 2003.

  
\_\_\_\_\_  
Johnny Wilson  
Treasurer



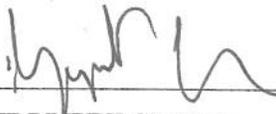
# CONSENT OF MEMBERS FOR CERTIFICATE OF AUTHORITY

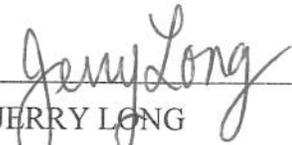
The undersigned, being all of the members of, and holding all of the Interest in, PCC Technology Group, LLC, a Connecticut limited liability company with principal place of business located at 2 Barnard Lane, Bloomfield, Connecticut (hereinafter, the "Company,") hereby adopt the following resolution:

RESOLVED: That Jerry Long, a Member of the Company be, and he hereby is, authorized to immediately enter into a contract with the State of Connecticut, for the purpose of providing data processing systems support and related items, including but not limited to software development, training, administrative support, and the like.

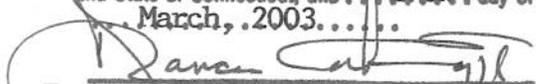
To evidence our consent, we the Members of the Company, hereby execute this document to the date set forth below.

Dated this 27<sup>th</sup> day of March 2003, at Bloomfield, Connecticut.

  
GURPREET SINGH  
Member

  
JERRY LONG  
Member

Subscribed and sworn to before me, a Notary Public, in and for County of Hartford and State of Connecticut, this 27<sup>th</sup> day of March, 2003.

  
Frances E. Wiggins Notary Public  
Commission Expires: August 31, 2004





INFORMATION PROCESSING SYSTEMS AGREEMENT

PRODUCT SCHEDULE

Reference No. B-03-011

RFP 012-A-28-7048-C

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**Phase I -- Project Implementation Summary**

<b>High Level Tasks</b>	<b>Total Days to Complete</b>	<b>Approximate Start Date</b>	<b>Approximate End Date</b>	<b>Not to exceed price</b>
1. Initiate Program Office Activity	8	04/07/03	04/16/03	\$69,642
2. Requirements Analysis, Specs Design	50	04/14/03	06/20/03	\$435,274
3. Setup Environment / Site Preparation	5	06/16/03	06/20/03	\$43,527
4. Solution Design/Application Programming and Development	150	06/23/03	01/16/04	\$1,305,824
5. Solution Development, Site Prep, Testing and Training	30	01/19/04	02/27/04	\$261,164
6. Implementation, Conversion & Final Acceptance	30	03/01/04	04/09/04	\$261,169
7. Warranty Period (12 Months)	365	0/4/12/04	04/12/05	\$224,640
Additional Charges:				
Application Software Costs (Oracle and other Licenses)				\$142,795
Hardware Costs				\$139,564
<b>Total</b>				<b>2,883,599</b>

INFORMATION PROCESSING SYSTEMS AGREEMENT

PRODUCT SCHEDULE

Reference No. B-03-011

RFP 012-A-28-7048-C

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**Phase II -- Project Implementation Summary**

<b>High Level Tasks</b>	<b>Total Days to Complete</b>	<b>Approximate Start Date</b>	<b>Approximate End Date</b>	<b>Not to exceed price</b>
1. Initiate Program Office Activity	8	TBD	TBD	\$78,926
2. Requirements Analysis, Specs Design	30	TBD	TBD	\$295,974
3. Setup Environment / Site Preparation	5	TBD	TBD	\$49,329
4. Solution Design/Application Programming and Development	100	TBD	TBD	\$986,582
5. Solution Development, Site Prep, Testing and Training	15	TBD	TBD	\$147,989
6. Implementation, Conversion & Final Acceptance	150	TBD	TBD	\$505,500
7. Warranty Period (12 Months)	365	TBD	TBD	\$149,760
<b>Additional Charges:</b>				
Application Software Costs (Oracle and other Licenses)				\$311,098
Hardware Costs (Option 2)				\$192,515
COTS Software Maintenance (Oracle Db, FileNet, OCR)				\$140,866
<b>Total</b>				<b>2,858,539</b>

INFORMATION PROCESSING SYSTEMS AGREEMENT

PRODUCT SCHEDULE

Reference No. B-03-011

RFP 012-A-28-7048-C

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**Phase I – Total Costs**

*Note: All costs provided here are valid for at least one (1) year and prices will be effective for at least one(1) year. PCC further agrees that any across the board price decreases announced by the vendor for any products offered under the proposal will be passed on to the State.*

**Please see costs below:**

Analysis, Documentation, Testing	<b>\$453,760</b>
Programming, Development & Implementation	<b>\$1,589,480</b>
Application Software Costs (Oracle and other Licenses)*	<b>\$142,795</b>
Hardware Costs	<b>\$139,564</b>
Documentation & Training Costs	<b>\$46,080</b>
Total Maintenance/Support/Warranty Costs	<b>\$224,640</b>
o Warranty Period (12 Months)	<b>\$224,640</b>
o COTS Software Maintenance (Oracle App Svr)*	<b>\$0</b>
Project Management Costs	<b>\$287,280</b>
<b>Total Not-to-exceed Phase I Costs</b>	<b>\$2,883,599</b>

INFORMATION PROCESSING SYSTEMS AGREEMENT

PRODUCT SCHEDULE

Reference No. B-03-011

RFP 012-A-28-7048-C

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**Phase II – Total Costs**

*Note: All costs provided here are valid for at least one (1) year and prices will be effective for at least one(1) year. PCC further agrees that any across the board price decreases announced by the vendor for any products offered under the proposal will be passed on to the State.*

Analysis, Documentation, Testing	<b>\$202,080</b>
Programming, Development & Implementation	<b>\$340,876</b>
FileNET and Document Imaging Customization Costs	<b>\$794,804</b>
Application Software Costs (Software Licenses, Oracle, FileNet, OCR)*	<b>\$311,098</b>
Hardware Costs (Option 2)	<b>\$192,515</b>
Documentation & Training Costs	<b>\$34,560</b>
Total Maintenance/Support/Warranty Costs	<b>\$290,626</b>
o Warranty Period (12 Months)	\$149,760
o COTS Software Maintenance (Oracle Db, FileNet, OCR)*	\$140,866
Project Management Costs	<b>\$186,480</b>
File Conversion	<b>\$505,500</b>
o Costs Basis	
o \$0.04235 per image to scan 10,000,000 images of 16mm microfilm.	
o \$0.0060 per image to index 2,200,000 records by unique identifier and match to database \$0.1000 per record to manually index missing, mismatched, or incorrect data	
Pricing	Total Cost for Scan and database match up =
	Scan = \$423,500**
	Index = \$ 60,000**
	Database Mismatch = \$ 22,000***

**Total Not-to-exceed Phase II Costs** **\$2,858,539**

*\* -- These costs are not included on the Project Implementation Summary*

*\*\* -- The total cost for scanning and indexing will increase using the per record scan and index costs above if there are more than 10,000,000 images, as the State identified in the Q & A responses.*

*\*\*\* -- The 10% data base mismatch equates to 220,000 records x \$0.10 = \$22,000*

*The total cost of the database fix up will increase at \$0.10 per record if the number of mismatched exceed 10%*

Note: File Conversion Costs have been changed due to the knowledge of new information during the Q/A and the business presentation. Above costs do not include Hardware costs listed below. Travel Costs have been discounted 100%

INFORMATION PROCESSING SYSTEMS AGREEMENT

PRODUCT SCHEDULE

Reference No. B-03-011

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APPLICATION SOFTWARE COST -- Phase I

Product ID	Description	Qty	Unit Price	Discount	Total
305600	Workgroup Image Services 3.6	0	\$14,000	25%	\$0
305857	eProcess Services 4.x	0	\$20,000	25%	\$0
502222	Optical Drivers-High Capacity	0	\$12,000	25%	\$0
502198	Capture Professional Gateway	0	\$15,000	25%	\$0
305372	Image Services 3.x Shared User Lic	0	\$4,988	25%	\$0
305852	WorkFlo Svcs 4.x Shared User Lic	0	\$900	25%	\$0
502474	Image Services Licensed Desktops	0	\$0	25%	\$0
502387	WorkFlo Svcs Licensed Desktops	0	\$0	25%	\$0
305118	FileNET Inbound Fax	0	\$3,000	25%	\$0
304675	FileNET Outbound Fax	0	\$6,000	25%	\$0
304672	FileNET Print per printer	0	\$4,000	25%	\$0
305445	eProcess Definition Services 5.x	0	\$5,000	25%	\$0
305371	Image Services 3.x Dedicated User Lic	0	\$3,675	25%	\$0
305851	WorkFlo Svcs 4.x Dedicated User Lic	0	\$600	25%	\$0
305468	Web Services/IDM Toolkit 3.x	0	\$7,500	25%	\$0
305858	eProcess Services Toolkit 4.x	0	\$10,000	25%	\$0
305862	Development eProcess Services 4.x	0	\$5,000	25%	\$0
Named User	Oracle 9i Database (Production Server)	0	\$650	0%	\$0
Named User	Oracle 9i Database (Development Server)	0	\$650	0%	\$0
Processor	Oracle 9i Application Server (Production)	8	\$20,000	15%	\$136,000
Processor	Oracle 9i Application Server (Development)	0	\$20,000	15%	\$0
Enterprise	IBM Visual Age For JAVA Enterprise Edition	1	\$2,800	0%	\$2,800
Seagate	Crystal Reports	0	\$595	0%	\$0
OCR For Forms	Form Design Module (Interactive & Batch)	0	\$3,995	0%	\$3,995
	Scan/Import Module	0	\$0	0%	\$0
	Scan Level 2	0	\$2,500	0%	\$0
	Quality Assurance Module	0	\$1,875		\$0
	Form ID Module:	0	\$2,195		\$0
	Form ID Exception Processing Module	0	\$1,250		\$0
	Data Extraction Module	0	\$7,500		\$0
	Recostar Recognition (CGK)	0	\$5,000		\$0
	Recognition Voting	0	\$5,000		\$0

INFORMATION PROCESSING SYSTEMS AGREEMENT

PRODUCT SCHEDULE

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	Bar Code Recognition Engine (BCR 1D)	0	\$1,875	\$0
	Conditional Procedures Engine	0	\$1,500	\$0
	Script Definition Module	0	\$3,000	\$0
	Verify Module -- Context Verification	0	\$3,000	\$0
	MTI Fax Processing Station (1 port) Inf. Exchg	0	\$2,500	\$0
	ODBC Compliant Files and/or ASCII Files	0	\$1,875	\$0
	FileNET	0	\$4,500	\$0
<b>Enterprise</b>	<b>FileNET Magnetic Storage Software For 4 Seconds</b>	<b>0</b>	<b>\$70,000</b>	<b>\$0</b>

**TOTAL**

\$142,795
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INFORMATION PROCESSING SYSTEMS AGREEMENT

PRODUCT SCHEDULE

Reference No. B-03-011

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**APPLICATION SOFTWARE COST -- Phase II**

Product ID	Description	Qty	Unit Price	Discount	Total
305600	Workgroup Image Services 3.6	2	\$14,000	25%	\$21,000
305857	eProcess Services 4.x	2	\$20,000	25%	\$30,000
502222	Optical Drivers-High Capacity	1	\$12,000	25%	\$9,000
502198	Capture Professional Gateway	1	\$15,000	25%	\$11,250
305372	Image Services 3.x Shared User Lic	25	\$4,988	25%	\$93,525
305852	WorkFlo Svcs 4.x Shared User Lic	15	\$900	25%	\$10,125
502474	Image Services Licensed Desktops	110	\$0	25%	\$0
502387	WorkFlo Svcs Licensed Desktops	110	\$0	25%	\$0
305118	FileNET Inbound Fax	1	\$3,000	25%	\$2,250
304675	FileNET Outbound Fax	1	\$6,000	25%	\$4,500
304672	FileNET Print per printer	1	\$4,000	25%	\$3,000
305445	eProcess Definition Services 5.x	2	\$5,000	25%	\$7,500
305371	Image Services 3.x Dedicated User Lic	2	\$3,675	25%	\$5,513
305851	WorkFlo Svcs 4.x Dedicated User Lic	2	\$600	25%	\$900
305468	Web Services/IDM Toolkit 3.x	1	\$7,500	25%	\$5,625
305858	eProcess Services Toolkit 4.x	1	\$10,000	25%	\$7,500
305862	Development eProcess Services 4.x	1	\$5,000	25%	\$3,750
Named User	Oracle 9i Database (Production Server)	50	\$650	0%	\$32,500
Named User	Oracle 9i Database (Development Server)	10	\$650	0%	\$6,500
Processor	Oracle 9i Application Server (Production)	0	\$20,000	15%	\$0
Processor	Oracle 9i Application Server (Development)	0	\$20,000	15%	\$0
Enterprise	IBM Visual Age For JAVA Enterprise Edition	0	\$2,800	0%	\$0
Seagate	Crystal Reports	1	\$595	0%	\$595
OCR For Forms	Form Design Module (Interactive & Batch)	1	\$3,995	0%	\$3,995
	Scan/Import Module	-	\$0	0%	\$0
	Scan Level 2	2	\$2,500	0%	\$5,000
	Quality Assurance Module	1	\$1,875		\$1,875
	Form ID Module:	1	\$2,195		\$2,195
	Form ID Exception Processing Module	1	\$1,250		\$1,250
	Data Extraction Module	1	\$7,500		\$7,500
	Recostar Recognition (CGK)	1	\$5,000		\$5,000

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	Recognition Voting	1	\$5,000	\$5,000
	Bar Code Recognition Engine (BCR 1D)	1	\$1,875	\$1,875
	Conditional Procedures Engine	1	\$1,500	\$1,500
	Script Definition Module	1	\$3,000	\$3,000
	Verify Module -- Context Verification	3	\$3,000	\$9,000
	MTI Fax Processing Station (1 port) Inf. Exchg	1	\$2,500	\$2,500
	ODBC Compliant Files and/or ASCII Files	1	\$1,875	\$1,875
	FileNET	1	\$4,500	\$4,500
<b>Enterprise</b>	<b>FileNET Magnetic Storage Software For 4 Seconds</b>	<b>1</b>	<b>\$70,000</b>	<b>\$70,000</b>

**TOTAL**

<b>\$381,098</b>
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**PHASE I -- PERSONNEL COSTS**

PERSON (NAME AND TITLE)	Description of Job Duties	Daily Rate - 8 hour day	Number of days	Discount	Total
Project Manager	Manage & ensure the overall delivery of the system	\$1,440	285	30%	\$287,280
Lead	Core System Architect and JAVA Lead	\$880	357.5	0%	\$314,600
Senior Architect	Design JAVA classes and interfaces	\$880	340	0%	\$299,200
Developer	JAVA and DB2 developer	\$576	1257.5	0%	\$724,320
Infrastructure Analyst	Infrastructure, Server & Environment Setup	\$672	20	0%	\$13,440
DBA	Design, Update and Manage Databases	\$672	185	0%	\$124,320
Solutions Integration Lead	Lead the business analysis, Q/A and JAD facilitation	\$672	300	0%	\$201,600
Business Analyst	Analyse business requirements and design system functional requirements	\$576	335	0%	\$192,960
Q/A Analyst	Create Test Plans, Execute System Tests, Facilitate User Acceptance Test, Ensures system functions per requirements	\$576	300	0%	\$172,800
Doc & Training Analyst	Develop User Documentation, Training Material & Conduct Training	\$576	80	0%	\$46,080

**TOTAL** \$2,376,600

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**PHASE II -- PERSONNEL COSTS**

PERSON (NAME AND TITLE)	Description of Job Duties	Daily Rate - 8 hour day	Number of days	Discount	Total
Project Manager	Manage & ensure the overall delivery of the system	\$1,440	185	30%	\$186,480
Lead	FileNet Architect and Lead	\$880	370	0%	\$325,600
Senior Architect	Design JAVA classes and interfaces	\$880	185	0%	\$162,800
Developer	JAVA and DB2 developer	\$576	975	0%	\$561,600
Infrastructure Analyst	Infrastructure, Server & Environment Setup	\$672	25	0%	\$16,800
DBA	Design, Update and Manage Databases	\$672	102.5	0%	\$68,880
Solutions Integration Lead	Lead the business analysis, Q/A and JAD facilitation	\$672	50	0%	\$33,600
Business Analyst	Analyse business requirements and design system functional requirements	\$576	170	0%	\$97,920
Q/A Analyst	Create Test Plans, Execute System Tests, Facilitate User Acceptance Test, Ensures system functions per requirements	\$576	122.5	0%	\$70,560
Doc & Training Analyst	Develop User Documentation, Training Material & Conduct Training	\$576	60	0%	\$34,560

**TOTAL**      \$1,558,800

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**Phase I -- Hardware Configuration Costs**

**Web/IIS Server \* 2 Servers**

Dell Model 2500 Tower w/ dual 1.4 GHz Pentium III Processors **\$31,740**

73GB 10K RPM Ultra 160 Disk Drives/RAID 5 Controller

1 GB SDRAM

Win2000 Server

DLT Tape Backup Unit 110/220GB w/Arcserve

3 yr, 4 Hr On-site Service Contract

2 Port 10/100 Mbps Ethernet PCI Adapter

UPS

**Development & Staging Servers \* 2**

PowerEdge 500 SC Tower w/ 1.26GHz Pentium III Processor **\$25,824**

1GB SDRAM

36GB 10K RPM SCSI Hard Drive

DDS4 20/40 GB Tape Backup w/Arcserve

**Production App Server \* 2**

PowerEdge 4600 SC Tower w/ 4 way process **\$82,000**

2GB SDRAM

72GB 10K RPM SCSI Hard Drive

DDS4 20/40 GB Tape Backup w/Arcserve

**Total Phase I Hardware Costs: **\$139,564****

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**Phase II -- Hardware Configuration Costs**

**Image Services / Oracle 9i Server \$22,189**

Dell Model 4600 Tower w/ dual 2.2 GHz Xeon Processors  
73GB 10K RPM Ultra 160 Disk Drives/RAID 5 Controller  
2 GB SDRAM  
Win2000 Server  
DLT Tape Backup Unit 110/220GB w/Arcserve  
100/200 GB Tape Media  
3 yr, 4 Hr On-site Service Contract  
2 Port 10/100 Mbps Ethernet PCI Adapter  
UPS

**Image Services / Oracle 9i**

**eProcess Server**

Dell Model 2500 Tower w/ dual 1.4 GHz Pentium III Processors \$5,870

73GB 10K RPM Ultra 160 Disk Drives/RAID 5 Controller  
1 GB SDRAM  
Win2000 Server  
DLT Tape Backup Unit 110/220GB w/Arcserve  
3 yr, 4 Hr On-site Service Contract  
2 Port 10/100 Mbps Ethernet PCI Adapter  
UPS

**OCR Forms Server**

Precision 530 Workstaion Xeon 2.2GHz Processor \$4,489  
1 GB RAM, 21" Monitor -  
80 GB IDE Hard Drive -

**OCR Data Extraction/Forms ID Workstations \* 3**

Dimension 8200, 2.2GHz Pentium 4 Processor \$6,450  
1 GB RAM, 21" Monitor -  
40 GB IDE Hard Drive -

**Fax Server**

Dimension 8200, 2.2GHz Pentium 4 Processor \$2,150

1 GB RAM, 21" Monitor  
40 GB IDE Hard Drive

CPI/400 PCI 4 Port Analog Fax Board PCI Form Factor \$4,206

**Fax Server: \$6,356**

**Mid Scanner/Image Processor:**

**\$8,570**

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8125D Video Deluxe Dupex Scanner, 95ppm, 500-page ADF	\$24,000
Kofax Adrenaline 1700 Card	\$3,475
<b>High Scanner/Image Processor:</b>	<b>\$27,475</b>

**Scanner Servers**

Dimension 8200, 2.2GHz Pentium 4 Processor	\$4,300
1 GB RAM, 21" Monitor	
40 GB IDE Hard Drive	

**Scanner Servers: \$4,300**

**Option 1 – Magnetic Storage to support 3 Sec. Response**

**Magnetic Storage**

- Hardware	\$31,816
- Software	\$70,000

**Sticky Label**

- Printer Hardware	\$2,150
- Application for Label Printer	\$2,850

**Total Option 1 Storage Library Costs: \$106,816**

**Option 2 – Optical & Magnetic Storage to support 3 Sec. Response**

**Magnetic Storage**

- Hardware	\$31,816
- Software	\$70,000

**Sticky Label**

- Printer Hardware	\$2,150
- Application for Label Printer	\$2,850

**Optical Jukebox Library**

Hewlett Packard Model 2200mx Optical Jukebox	\$99,955
Ultra SCSI Card+Cable	\$315
Optical Media	\$32,130

**Total Option 2 Storage Library Costs: \$239,216**

**Total Phase II Hardware Costs with Option 1: \$192,515**

**Total Phase II Hardware Costs with Option 2: \$324,915**

NOTE: This form constitutes only the minimum statutory requirements for filing with the Office of the Secretary of the State. Should you wish to include additional information, you may attach a plain sheet of 8 1/2 x 11 paper to the document.

1. The name of the limited liability company:

PC CONSULTANTS THE CLIENT / SERVER GROUP, LLC

2. The nature of business to be transacted or the purpose to be promoted or carried out by the limited liability company is as follows:

To engage in any lawful act or activity for which limited liability companies may be formed under the Connecticut General Statutes. This LLC is to be managed by the members only.

3. Principal office address: (P.O. Box is not acceptable)

2 Barnard Lane, Bloomfield, CT 06002

4. Statutory agent for service of process, P.A. 93-267 §5:

Name: Michael H. Agranoff

Business Address: 5 Burbank Road

Stafford Springs, CT 06076

Residence Address: 5 Burbank Road

Stafford Springs, CT 060076

5. The latest date upon which the limited liability company will dissolve:

August 1, 2025

**EXECUTION**

6. Dated this 1st day of August, 1995

7. Karen A. Thibodeau  
Name of Organizer (print or type)

8. Karen A. Thibodeau  
Signature

9. Acceptance of appointed statutory agent.

Michael H. Agranoff

Name (print or type)

10. M.H.A.  
Signature

For Official Use Only

Rec; CC:

Law Offices of Michael H. Agranoff

5 Burbank Road

Stafford Springs, CT 06076

Please provide filer's name and complete address for mailing receipt

SECRETARY OF THE STATE  
30 TRINITY STREET  
P.O. BOX 150470  
HARTFORD, CT 06115-0470

MAY 2, 1997

ATTY. MICHAEL H. AGRANOFF  
5 BURBANK ROAD  
STAFFORD SPRINGS, CT 06076

RE: Acceptance of Business Filing

This letter is to confirm the acceptance of a filing for the following business:

PC CONSULTANTS THE CLIENT / SERVER GROUP, LLC

Work Order Number: 1997060721-001  
Business Filing Number: 0001715699  
Type of Request: CERTIFICATE OF AMENDMENT  
File Date/Time: APR 28 1997 08:30 AM  
Effective Date/Time:  
Work Order Payment Received: 60.00  
Payment Received: 60.00  
Account Balance: .00  
Customer Id: 254553  
Business Id: 0519967

If applicable for this type of request, a summary of the business information we have on record is enclosed.

If you would like copies of this filing you must complete a Request for Corporate Copies and submit it with the appropriate fee.

PATRICIA SHANAHAN  
Commercial Recording Division

BUSINESS FILING REPORT

WORK ORDER NUMBER: 1997060721-001  
BUSINESS FILING NUMBER: C001715699

BUSINESS NAME:

PCC TECHNOLOGY GROUP, LLC

BUSINESS LOCATION:

2 BARNARD LANE  
BLOOMFIELD, CT 06002  
MAILING ADDRESS:

2 BARNARD LANE  
BLOOMFIELD, CT 06002

\*\* END OF REPORT \*\*