

TELECOMMUNICATIONS SYSTEMS MASTER AGREEMENT

Reference No. A-99-002

Page 1 of 32

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This Master Agreement, entered into this 7<sup>th</sup> day of AUGUST, 19 98, hereinafter referred to as the "Agreement" or "contract," is made by and between the State of Connecticut, hereinafter referred to as the "Customer," located at 340 Capitol Ave., Hartford, Connecticut 06106, and The SNET Diversified Group, Inc., a wholly owned subsidiary of The Southern New England Telecommunications Corporation collectively hereinafter referred to as "SNET", "Supplier" or "contractor," having its principal place of business at 127 Washington Avenue, North Haven, Connecticut 06473. 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:

<u>SECTION</u>	<u>TITLE</u>	<u>PAGE</u>
1	TERM OF AGREEMENT	2
2	DEFINITIONS	2
3	SALE OR LICENSE OF PRODUCTS	4
4	CUSTOMER TRAINING	5
5	DELIVERY, INSTALLATION & DEINSTALLATION	5
6	PRODUCT REPLACEMENTS & UPGRADES	6
7	PRODUCT EVALUATION & ACCEPTANCE	7
8	GENERAL PROVISIONS	8
9	PATENT, COPYRIGHT, LICENSE & PROPRIETARY RIGHTS	10
10	RISK OF LOSS & INSURANCE	11
11	CONFIDENTIALITY; NONDISCLOSURE	12
12	PAYMENTS & CREDITS	12
13	PRODUCT ALTERATIONS	14
14	MAINTENANCE COVERAGE	14
15	HARDWARE RELIABILITY	15
16	HARDWARE MAINTENANCE	16
17	HARDWARE WARRANTY	17
18	SOFTWARE MAINTENANCE & SUPPORT	17
19	SOFTWARE REQUIREMENTS	18
20	SOFTWARE WARRANTY	18
21	FCC WARRANTY	20
22	DISPUTE RESOLUTION	20
23	INSTALLATION MANAGEMENT	20
24	PERFORMANCE BOND	20
25	SOURCE CODE ESCROW	20
26	GOVERNMENTAL COMPLIANCE	21
27	YEAR 2000 COMPLIANCE	21
28	TERMINATION	22
29	COMMUNICATIONS	23
30	LIMITATION OF LIABILITY	23

TELECOMMUNICATIONS SYSTEMS MASTER AGREEMENT

Reference No. A-99-002

Page 2 of 32

\*\*\*\*\*

31	NONDISCRIMINATION AND AFFIRMATIVE ACTION PROVISIONS	23
32	NONDISCRIMINATION PROVISIONS REGARDING SEXUAL ORIENTATION	25
33	EXECUTIVE ORDER NO. THREE	26
34	EXECUTIVE ORDER NO. SEVENTEEN	26
35	WORKERS' COMPENSATION	27
36	APPROVAL OF AGREEMENT	27
37	ENTIRETY OF AGREEMENT	27
	SIGNATURE PAGE OF AGREEMENT	28
SCHEDULE A	AGREEMENT COVERAGE & BILLING & PAYMENT CONDITIONS	29
SCHEDULE B	MAINTENANCE CHARGES	32

The parties hereto do hereby agree as follows:

1. TERM OF AGREEMENT

a. This Agreement shall become effective in accordance with the provisions of Section 35. 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 attachment (described in Section 3. SALE OR LICENSE OF PRODUCTS).

b. If notification of termination is received from Supplier, Customer agrees to no longer issue Letter Order(s) (described in Section 3. SALE OR LICENSE OF PRODUCTS) for any additional Products (defined in Section 2. DEFINITIONS) or associated services under the terms and conditions of this Agreement.

2. DEFINITIONS

a. The "Affiliate" means an entity having an ownership interest in supplier of fifty percent (50%) or more; or (ii) an entity in which supplier has an ownership interest of fifty percent (50%) or more.

b. The "Alterations" are modifications made by Customer to any installed Product thereby making such Product not in conformance with Supplier design and/or operation specifications.

c. The "Applicable Price" means the price stated in the proposal ("Proposal") submitted by supplier to the Customer on October 30, 1997 in response to the RFP.

d. The "E 9-1-1 System" means the Enhanced 9-1-1 System (PSAP element) including all hardware, software and associated equipment listed in the Proposal as well as any and all other equipment necessary to meet and perform all of the requirements of the

TELECOMMUNICATIONS SYSTEMS MASTER AGREEMENT

Reference No. A-99-002

Page 3 of 32

\*\*\*\*\*

RFP.

e. The "Firmware" means the medium which has Software or a Software program contained within it whereby the medium operates, controls, functions, or in some other manner directs information, or electrical signals to perform a function within or upon the Products.

f. The "Improvements" are changes made to Products from time to time either to provide additional functions for Customer use or to correct errors and other performance deficiencies noted by Customer and reported to Supplier.

g. The "Information" means any writing, drawing, sketch, model, sample, data, computer program, software, recording, customer lists, account plans, market data, or other documentation of any kind.

h. The "Licensed Materials" means the Software and related documentation for which licenses are granted by Supplier under this Agreement; no source code versions of computer programs are included in the Licensed Materials except as provided in this Agreement.

i. The "PSAP" means Public Safety Answering Point, also used to describe a town or city location where E 9-1-1 equipment will be located.

j. The term "Product" as used herein, is defined as any Supplier furnished telecommunication hardware or software, along with all related materials, documentation, and information, received by Customer from Supplier that is specified on the hereinafter mentioned Product Schedule and also specified in any Attachment. An Attachment may identify more than one (1) copy of any Product. All equipment, including parts furnished by the Supplier shall be new and unused.

k. The Product Schedule, which is attached hereto, establishes the Products, licensing period(s), maintenance and support, other services and associated pricing then available to the Customer under the provisions of this Agreement.

l. The "Proposal" means supplier's original proposal response, dated October 30, 1997 and clarifications dated December 8, 1997 and December 16, 1997.

m. The "RFP" means the Request for Proposal issued by the Customer on September 4, 1997, incorporated by reference herein.

n. The term "Site" means a location where a telecommunication system or systems is located. Such location may contain or consist of one or multiple interconnected units that are located at the same physical address.

## TELECOMMUNICATIONS SYSTEMS MASTER AGREEMENT

Reference No. A-99-002

Page 4 of 32

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o. The "Software" means a computer program consisting of a set of logical instructions and tables of information that guide the functioning of the processor; such program may be contained in any medium whatsoever, including hardware containing a pattern of bits representing such program but the term "Software" does not mean or include any such medium.

p. The "Source Code" means any version of a computer program incorporating high-level or assembly language that generally is not directly executable by a processor.

q. The "Specifications" are the Supplier's published technical and nontechnical detailed descriptions of a Product's capabilities.

r. The term "Unit" means any Product or attached Products, including associated peripheral units, specified in the Attachment. The Attachment may designate more than one UNIT for either different Sites or a Site with multiple interconnected UNIT's.

s. The "Use" means copying the Licensed Materials, or any portion thereof, into a Product for execution of the instructions and tables contained in the Licensed Materials.

### 3. SALE OR LICENSE OF PRODUCTS

a. Subject to the terms and conditions of this Agreement, Supplier agrees to sell, with regards to hardware, and license, with regards to software, to Customer any 2000 year compliant Product currently available in production release as of the Effective Date and to furnish to Customer any associated service then available that are listed in Letter Orders issued by the Contracts and Purchasing Division, Department of Information Technology (hereinafter referred to as "Letter Orders") and accepted by Supplier. Any such license shall be perpetual, nonexclusive and nontransferable. Such Letter Orders shall contain, as a minimum, the following related information:

- 1) Installation Site, UNIT, 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)

b. Supplier may supplement the Product Schedule at any time to make additional Products, services and related terms available to the Customer, providing the effective date of each supplement is stated thereon and the supplement is transmitted to the Customer by

TELECOMMUNICATIONS SYSTEMS MASTER AGREEMENT

Reference No. A-99-002

Page 5 of 32

\*\*\*\*\*  
a cover letter documenting formal approval of the supplement by a Supplier representative then legally empowered to so act.

c. Customer may cancel or reschedule Attachments up to thirty (30) days prior to shipment of Products.

d. Upon Customer receipt of ninety (90) days' prior written notice, Supplier may update any Product Schedule pricing by amending the Product Schedule, provided: (1) the Product Schedule amendment is transmitted and approved in the same manner as described for supplements in Subsection 3.b., (2) no software license, or Product maintenance or related service rate is increased within the two years after any Product acceptance, and (3) any such resultant price increase for a Product maintenance or related service shall not to exceed the Consumer Price Index-Urban (CPI-U) 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.

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

f. - Customer shall be allowed a discount on any Product Schedule pricing according to Supplier's discount policy in effect when a Letter Order is placed.

g. Any Letter Order which has been accepted by the Supplier shall be immediately attached to this Agreement and shall remain attached until such time as any and all 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. Product description is contained in the proposal dated, October 30, 1997.

4. CUSTOMER TRAINING

Supplier shall provide such pre-installation and post-installation Product compatibility system surveys, consultation, reference manuals and on-site operational training as to facilitate proper installation and operation of all Products in accordance with the RFP. Additional Supplier assistance, if requested by the Customer, shall be furnished at Customer expense at the then applicable Supplier prices for such services.

5. DELIVERY, INSTALLATION & DEINSTALLATION

a. Customer undertakes at its own expense to prepare and make available to Supplier the facilities and sites for installation of any Product in accordance with Supplier furnished Specifications. If preparation for installation has not been completed, Customer shall so notify Supplier as soon as possible but no later than ten (10) days prior to the scheduled Product installation date.

TELECOMMUNICATIONS SYSTEMS MASTER AGREEMENT

Reference No. A-99-002

Page 6 of 32

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b. Supplier shall provide Product delivery making its best efforts to comply with Customer's requested delivery mode and date (usually within about forty-five [45] days of the Letter Order date), and assures such delivery within ninety (90) days of Customer's order date unless that is precluded by causes beyond Supplier's reasonable control. Such Product delivery period shall not exceed ninety (90) days without written notification to Customer and Customer agreement thereto.

Customer ordered deinstallation, relocation and reinstallation of any Product previously installed shall be at Customer's expense according to Supplier's prices then in effect for such services.

The Customer/PSAP shall authorize the use of secure space on the premises, the area, size, shape, height, and weight bearing as designated by Supplier engineer, or otherwise qualified employee, and mutually agreed to by the Customer/PSAP to house the system components, and capable of ultimately servicing the E 9-1-1 lines and other specific lines at capacity. Supplier shall be responsible for securing equipment storage areas provided by the Customer/PSAP at the site and for supervising access to such areas.

Supplier shall provide the Customer/PSAP power requirements, in writing, in conjunction with Supplier's installation planning.

Supplier warrant and represents that the Products supplied under this Agreement are in compliance with industry standards of twenty percent (20%) to eighty percent (80%) non-condensing. Supplier shall conduct a pre-installation survey that shall be approved by the Customer/PSAP to insure that sites are ready for installation of the System.

Supplier agrees to remove all equipment in the dispatch console and the equipment room and all associated cabling from the equipment room to the building demarcation point. Cabling that is inaccessible and cannot be removed shall be cut dead at the point where the cabling enters a wall, ceiling, floor or any other inaccessible area. Any holes that remain shall be sealed by Supplier.

6. PRODUCT REPLACEMENTS & UPGRADES

a. Supplier agrees that during the time any software Product is under Supplier warranty or subject to applicable maintenance and support charges, Supplier shall apply manufacturer provided new releases or enhancements to a given Product at no additional cost to Customer, in order to keep software at current levels of performance.

b. In the event that the System software is upgraded or improved, the State shall be notified of such upgrades or improvements and given the option of accepting such improvements for a fee. Such fees will not exceed the cost of living index as SNET has obtained rights to use licensed software on all procedures proprietary to its subcontractor. The State's obligation to pay any fees/licenses charges related to such fees shall not exceed the process as proposed in the "proposal".

TELECOMMUNICATIONS SYSTEMS MASTER AGREEMENT

Reference No. A-99-002

Page 7 of 32

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c. In the event that a software change or improvement causes a partial or complete obsolescence of part or all the System, any changes or improvements may be purchased by the State at an additional charge only if maintenance and support is not ordered by the State. If a software change is made during either the warranty period or subsequent maintenance period and causes a reduction in the System functionality as specified in the RFP, corrective action shall be provided free of charge to the State. Any changes made by the manufacturer SNET are to be borne by SNET.

7. PRODUCT EVALUATION & ACCEPTANCE

a. The State or PSAP shall perform an acceptance test on the installed Products after the installation has been completed, tested and a signed letter of official system certification has been delivered to the State's designated project manager within thirty (30) days of installation. The Parties agree and acknowledge that the warranty period described in Section 17 above shall commence upon the receipt to SNET of a Letter of Acceptance ("LOA") from the State's designated project manager ("Acceptance").

b. The Parties agree that the warranty period for each PSAP shall commence when SNET receives an LOA from the State's project manager for each individual PSAP.

c. For the purposes of Sections 7.a. and 7.b., Acceptance shall mean that the State has conducted a preliminary acceptance test and a final acceptance test. SNET agrees that a successful acceptance period shall constitute no major failures or not more than two (2) minor failures for a period of 5 days of use by the State following notification by SNET to the State that the system is functioning and fully ready to proceed to the "acceptance test period". For the purposes of this Agreement, a major failure shall mean; "a) the quantity of positions at any PSAP is reduced to fifty percent of normal capacity, or b) a loss of display is experienced at any PSAP location, or c) a critical component of Product is inoperable, or d) the Products fail in such a way that the State and SNET consider the failure to severely deter its operations." For purposes of this Agreement, a minor system failure shall mean; "a trouble condition causing some disruption in the PSAP that can only temporarily be corrected by back-up systems." Both SNET and the State agree that cumulative minor failures of the same component part at the same location or the same component part at multiple locations shall be considered a major failure.

d. SNET shall provide written notice to the State/PSAP of the commencement of the five (5) day final acceptance test period, that shall begin no less than thirty-one (31) days following the expiration of the preliminary test period.

e. The criteria for the final acceptance test period shall be the same as the criteria for the preliminary test period.

f. In the event that SNET fails to meet the criteria set forth for the final acceptance test period pursuant to the provisions contained in the RFP, the State shall have the right to

TELECOMMUNICATIONS SYSTEMS MASTER AGREEMENT

Reference No. A-99-002

Page 8 of 32

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terminate this Agreement.

g. Should any Product or associated service fail to be satisfactory as specified in Subsection 7.a. due to circumstances beyond Supplier's control, the evaluation and acceptance period then shall be immediately reinitiated if agreed to by Supplier. If Supplier does not agree to reinitiating the evaluation and acceptance period, the provisions of Subsection 7.d. of this Agreement shall apply.

h. Successful completion of the Product evaluation and acceptance period shall be determined by the Customer 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. Customer agrees to complete any required Supplier acceptance certificate.

i. In the event any Product fails to be accepted as specified herein within sixty (60) days of installation, the Customer may forthwith release the Product to Supplier and be relieved of all obligations thereof.

8. GENERAL PROVISIONS

a. Section headings and document titles used in this Agreement are included for convenience of reference only and are not part of the substantive provisions herein.

b. In the event any provision 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 a consent to, or approval of, any subsequent like



TELECOMMUNICATIONS SYSTEMS MASTER AGREEMENT

Reference No. A-99-002

Page 9 of 32

\*\*\*\*\*

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.

g. Supplier shall provide Customer at Supplier's cost with a minimum of two (2) additional copies per installation of the user manuals/documentation and supporting materials for each software Product.

h. Customer agrees not to remove or destroy any proprietary markings or proprietary legends placed upon or contained within any Product.

i. Except as may be otherwise provided for in this Agreement, Customer shall not assign, mortgage, alter, relocate, give up possession of, nor permit third party use of, any Product without the prior written consent of Supplier.

j. At the termination of any license under this Agreement, whether by passage of time or otherwise, Customer shall surrender possession of the Product to Supplier or its successors and assigns in good order and repair, ordinary wear and tear resulting from proper Customer use excepted.

k. 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.

l. If Customer desires to obtain a version of the Product that operates under an operating system not specified in the Attachment, Supplier shall provide Customer with the appropriate version of a Product, if available, on a 30-day trial basis without additional charge, provided Customer has paid all applicable maintenance and support charges then due. At the end of the 30-day trial period, Customer must elect one of the following three options:

1) Customer may retain and continue to use the old version of the 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) Customer may retain and use the new version of the 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;

TELECOMMUNICATIONS SYSTEMS MASTER AGREEMENT

Reference No. A-99-002

Page 10 of 32

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OR

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

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

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

9. PATENT, COPYRIGHT, LICENSE & PROPRIETARY RIGHTS

a. Supplier hereby grants Customer, at no additional cost, rights to use any patented, copyrighted, licensed or proprietary software Product. Customer shall maintain the confidentiality of any such Product consistent with its privileged nature, and shall not divulge the Product or make it available to any third party. This obligation survives termination of this Agreement.

b. Supplier agrees to defend any U.S. patent, copyright, license or proprietary rights infringement claim or proceeding pertaining to Customer use of any Product, except where Customer modifies or adapts said Product without Supplier consent. Supplier agrees to satisfy any final award arising from any said claim or proceeding. Customer 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.

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 Customer's Product dependent performance capability), or (2) obtain for Customer the right to continued Product use, or (3) if Product use is prevented by injunction, take back the Product and credit Customer for any charges unearned as a result of enjoined use as follows:

i) Where the license specified in the applicable Attachment is less than perpetual, Supplier shall promptly refund to Customer the amount of the fees paid for the portion of the applicable term found to be infringing.

ii) Where the license specified in the applicable Attachment is perpetual:

a) Periodic Payment license. Supplier shall promptly refund to Customer 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 to Customer

TELECOMMUNICATIONS SYSTEMS MASTER AGREEMENT

Reference No. A-99-002

Page 11 of 32

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any Product maintenance and support charges paid by Customer applicable to the infringement period plus a sum computed as follows:

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

Less than 1 year - 75% of license fee paid

1 - 2 years        - 50% of license fee paid

2 - 3 years        - 25% of license fee paid

Over 3 years      - No credit

d. Supplier shall have no liability for any infringement claim or proceeding based on Customer's modification of a Product.

e. The foregoing states the entire rights and liabilities of both parties for any loss or damage whatsoever arising from any Product patent, copyright, license or proprietary rights infringement except that, if Customer is not allowed five (5) days to erase or preserve Customer data, after prior written notification from Supplier, Supplier shall be liable for the cost of recovery of said data and shall hold Customer harmless from any resultant suits and claims of invasion of personal privacy, and this right shall inure beyond the life of this Agreement.

**10. RISK OF LOSS & INSURANCE**

a. Customer shall not be liable to Supplier for any risk of Product loss or damage while Product is in transit to or from a Customer installation site, or while in Customer's possession prior to acceptance, except when such loss or damage is due directly to Customer negligence or the provisions of Subsection 3.e. of this Agreement.

b. In the event Supplier employees or agents enter premises occupied by or under control of Customer in the performance of their responsibilities, Supplier shall indemnify and hold Customer harmless from 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 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 34. WORKERS' COMPENSATION.

c. Except for personal injury, the liability of Supplier, its parent or its affiliates, for any claims, losses, or damages whatsoever regardless of the form of action whether in contract, tort

TELECOMMUNICATIONS SYSTEMS MASTER AGREEMENT

Reference No. A-99-002

Page 12 of 32

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or otherwise, shall not exceed the lesser of the direct damages proven or the repair, replacement costs (including the costs of cover) or the purchase price of the products or service that directly gives rise to the claim, in no event shall Supplier, its parent or its affiliates, its suppliers or their affiliates be liable to any end user or other entity for any incidental, consequential, or any other indirect loss or damage (including lost profits or revenues), arising out of this agreement. No action or proceeding against Supplier, its parent or its affiliates, its suppliers may be commenced more than two (2) years after the cause of action accrues. This clause shall survive failure of an exclusive remedy.

11. CONFIDENTIALITY; NONDISCLOSURE

a. Customer hereby agrees that:

1) Customer shall exercise at least the same degree of care to safeguard any Product and any other confidential Supplier information as Customer does its own property of a similar nature; and

2) Customer shall take reasonable steps to assure that neither the Product nor any part thereof received by Customer under this Agreement shall be disclosed to others, in whole or in part, without the prior written permission of Supplier. Such prohibition on disclosures shall not apply to disclosures by Customer to its employees, provided such disclosures are reasonably necessary to Customer's use of the Product, and provided further that Customer shall take all reasonable steps to insure that the Product is not disclosed by such employees in contravention of this Agreement.

b. Supplier hereby agrees that:

1) All Customer information exposed or made available to Supplier or its representatives is to be considered confidential and handled as such.

2) Any such Customer information is not to be removed, altered, or disclosed to others in whole or in part by Supplier and its representatives.

3) All published Customer security procedures will be adhered to by Supplier and its representatives.

It is expressly understood and agreed that the obligations of this Section 11. shall survive the termination of this Agreement.

12. PAYMENTS & CREDITS

a. Customer shall pay any Product or associated service charges shown in each

TELECOMMUNICATIONS SYSTEMS MASTER AGREEMENT

Reference No. A-99-002

Page 13 of 32

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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 Customer (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 or maintenance and support term shall entitle the Customer to use the Product, free of any Supplier imposed usage charges, at the Customer'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 Customer. If Customer is given notice of such assignment, Customer agrees to acknowledge receipt thereof in writing within a reasonable period of time. Notwithstanding any such assignment, Supplier agrees that Customer shall quietly have and enjoy use of the 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 Customer is not in default hereunder. No Product assignment by Supplier shall relieve Supplier of any obligations under this Agreement without prior written Customer consent in each such instance.

9/25/98  
Mr. D. Maloney  
P.O.  
amendment  
required

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

1/25/98  
Mr. D. Maloney  
agreed  
Schedule A.

e. Supplier shall furnish separate invoices for each Product Site; and each 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 either the period for which such periodic payments are payable or the first year of the license term, whichever is longer.

2) Supplier shall continue to provide Customer with maintenance and support services provided Customer elects to pay Supplier in advance the applicable maintenance

TELECOMMUNICATIONS SYSTEMS MASTER AGREEMENT

Reference No. A-99-002

Page 14 of 32

\*\*\*\*\*

and support charges then in effect. The applicable discount for monthly, quarterly, semi-annual or annual maintenance and support charges shall be as shown in the Product Schedule.

3) For each subsequent year, Supplier's obligation to provide maintenance and support services and Customer's obligation to pay the maintenance and support charges then in effect shall be deemed to be automatically renewed unless cancelled in writing by either party at least thirty (30) days prior to such renewal date.

h. Supplier shall be liable for personal property taxes and similar assessments on any Product and for any interest charge or penalty imposed for late payment or nonpayment of such assessments.

i. If Customer defaults by not paying any sum due under this Agreement within thirty (30) days of the Due Date thereof, and such default continues for more than thirty (30) days after Customer receipt of written Supplier notice thereof, then Supplier, at its option and without further notice, shall have the immediate right to repossess and remove the related Product.

13. PRODUCT ALTERATIONS

a. Alterations of any Product may be made only with the prior written consent of Supplier and/or the manufacturer. Such consent shall not be unreasonably withheld.

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 Customer shall, upon receipt of written notice from Supplier, promptly restore the Product to its pre-altered condition.

c. Any Alteration of a Product by Customer without prior written consent of Supplier shall void the obligations of Supplier under Section 17. SOFTWARE MAINTENANCE & SUPPORT for the Product. Supplier shall indicate in any prior written consent which parts of the Product being altered will continue to be subject to Section 17. SOFTWARE MAINTENANCE & SUPPORT and which will not. Customer understands and agrees that Supplier may develop and market a new or substantially different product which either uses or performs all or part of the functions performed by an installed Product. Nothing contained in this Agreement gives Customer any rights, with respect to such new or different product, not granted to other product users.

14. MAINTENANCE COVERAGE

a. The System(s) and locations listed on the Schedule A of this Agreement qualify for services under the terms and conditions of this Agreement. Additional items and locations

TELECOMMUNICATIONS SYSTEMS MASTER AGREEMENT

Reference No. A-99-002

Page 15 of 32

\*\*\*\*\*

may be added in accordance with the terms and conditions set forth in this Agreement.

b. Maintenance service provided under the terms of this Agreement shall mean the labor associated with the rearrangement or maintenance of those items of equipment and software which are owned or leased by the Customer and further defined on Schedule A. Maintenance service will be provided to the Customer seven (7) days a week, twenty-four (24) hours per day for the Term of this Agreement. Supplier and the Customer agree that the following definitions and response times are applicable to this Agreement.

c. For the purposes of this Agreement, a major failure shall mean; "a) the quantity of positions at any PSAP is reduced to fifty percent of normal capacity, or b) a loss of display is experienced at any PSAP location, or c) a critical component of Product is inoperable, or d) the Products fail in such a way that the Customer consider the failure to severely deter its operations."

d. The Parties agree that Supplier shall respond to a major failure within two (2) hours of discovery of such failure or notification of such failure by the Customer.

e. The Parties agree that Supplier shall respond to a minor failure within four(4) hours of the discovery or notification of such failure by the Customer. Both Supplier and the Customer agree that cumulative minor failures of the same component part at the same location or the same component part at multiple locations shall be considered a major failure.

f. This Agreement does not include:

1. Electrical or mechanical work external to the Equipment or maintenance, alterations, installation, deinstallation and reinstallation of accessories, attachments or other devices not furnished by Supplier.
2. Diagnostics or repair of any Software or Equipment enhanced, modified, altered, or otherwise changed by anyone other than personnel authorized by SUPPLIER.
3. Replacement of the System. with any other System not identified in the Proposal.
4. Local Telco or long distance charges or charges arising as a result of fraudulent use of telephone service. Supplier shall use its best efforts to notify the Customer of any unauthorized use of the System.
5. Damage to the Equipment or System(s) arising out of the negligence or misconduct of the Customer, its employees, agents, personnel or subcontractors.

15. HARDWARE RELIABILITY

a. The reliability, at any point in time, of any hardware Product shall be determined by the hardware Product's operational capability for productive Customer use as configured and

TELECOMMUNICATIONS SYSTEMS MASTER AGREEMENT

Reference No. A-99-002

Page 16 of 32

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installed within the Customer's operating environment. Continued acceptability of hardware Product performance reliability shall be based on the Customer's experienced rate of recoverable and nonrecoverable hardware Product operating errors or failures which preclude productive Customer use of said hardware Product according to applicable Supplier operating specifications.

b. In the event that any installed hardware Product, which is covered by a maintenance agreement with Supplier, continues to malfunction for a period in excess of twenty-four (24) continuous hours the Customer shall be entitled to credits against maintenance charges for such hardware Product equal to a pro-rated portion of the monthly rate for each succeeding twenty-four (24) hour period during which the Customer is prevented from making continuous productive use of said hardware Product. In no event shall Supplier be liable to Customer for an amount that exceeds the amount paid to Supplier for annual maintenance.

16. HARDWARE MAINTENANCE

a. Customer shall be responsible for site work external to, but required for, hardware Product installation and for Supplier maintenance time and material costs of hardware Product repairs necessitated by Customer misuse or negligence.

b. Supplier shall not be responsible for the consequences of any hardware Product repairs, adjustments, or modifications performed by any person not representing Supplier; however, this provision does not preclude Supplier granting approval for such performance by persons not representing the Supplier.

c. Supplier shall maintain sufficient installed hardware Product support services staff, replacement hardware Products and ancillary equipment to satisfy the preventive and remedial maintenance requirements, as well as the reliability standard requirements, specified herein for any hardware Product.

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

e. Preventive maintenance shall be provided at a time mutually agreeable to Customer and Supplier, and may be charged to Customer at Non-PPM service rates unless scheduled during a PPM period. Preventive maintenance shall conform to hardware Product manufacturer's recommended schedules and procedures, and may be performed concurrently with remedial maintenance.

f. Supplier shall typically respond to any Customer requests for PPM within two (2) hours, which may carry over to the beginning of the next daily PPM period if less than two (2) hours remain during the applicable PPM period.

g. Supplier shall maintain an on-site hardware Product log to contain brief descriptions



TELECOMMUNICATIONS SYSTEMS MASTER AGREEMENT

Reference No. A-99-002

Page 17 of 32

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of Customer reported problems and either associated remedial or scheduled preventive maintenance services performed on any installed hardware Product.

17. HARDWARE WARRANTY

a. Supplier warrants that the Hardware sold directly by Supplier to Customer will perform in accordance with the Supplier's Specifications for a period of two (2) years from the date of acceptance of a Product by Customer. In the event of a failure to so conform is made known to Supplier in writing by Customer within the two (2) year Warranty Period, Supplier will endeavor to correct such nonconformance. In the event the Hardware does not perform to the Specifications as of the expiration of the Warranty Period, Customer shall have the right to return such nonconforming Hardware to Supplier and receive a refund for said Hardware. Customer must notify Supplier in writing of its intent to return the Hardware prior to the expiration of the Warranty Period.

b. EXCEPT AS MAY BE OTHERWISE STIPULATED IN THIS AGREEMENT, THE FOREGOING WARRANTY IS IN LIEU OF ALL OTHER WARRANTIES, EXPRESS OR IMPLIED.

18. SOFTWARE MAINTENANCE & SUPPORT

a. After acceptance of any Product by the Customer and subject to the terms, conditions, and charges set forth in this Agreement, Supplier represents that maintenance and support services for said Product shall be provided to Customer 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 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. Customer shall be responsible for site work external to, but required for, Product installation, and for maintenance and material costs of Product repairs necessitated by Customer misuse, unauthorized modification or negligence.

c. Supplier shall not be responsible for the consequences of any Product modifications performed by any personnel not representing Supplier; however, this provision does not preclude Supplier granting approval of such modification actions by persons not representing the Supplier.

TELECOMMUNICATIONS SYSTEMS MASTER AGREEMENT

Reference No. A-99-002

Page 18 of 32

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d. 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.

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

19. SOFTWARE REQUIREMENTS

a. Supplier shall demonstrate their active involvement in a software quality assurance program aimed at complying to the following Bellcore requirements: TR-NWT-000179. Supplier shall permit an analysis of their software as compared to TR-NWT-000179.

b. Supplier shall supply products that meet or exceed the criteria in BellCore GR-282-CORE. Software shall be modular or flexible in nature allowing for software growth or change as needed. Modularity and flexibility in this context mean that the size or functionality required in a given application can be modified by imputing parameter changes to the software-and then down-loading the software into a larger capacity host configuration.

c. Supplier agrees that it shall incorporate any and all software items necessary to support the System including, if necessary, any customized programming.

d. Supplier and the Customer agree and understand that Supplier shall not provide software source code to the Customer, except as agreed to in the RFP and subsequent addenda to the RFP. The equipment manufacturer provides the right to use the software through the equipment manufacturer's RTU fees as referenced in the RFP.

e. In the event that a software change or improvement causes a partial or complete obsolescence of part or all the System, any changes or improvements must be supplied by the Supplier at no charge to Customer as long as maintenance and support has been purchased by the Customer. If a software change is made during either the warranty period or subsequent maintenance period and causes a reduction in the System functionality as specified in the RFP, all necessary corrective action shall be provided by Supplier at no charge to the Customer.

20. SOFTWARE WARRANTY

a. Supplier warrants that the Software licensed directly by Supplier to Customer will perform in accordance with the Supplier's Specifications for a period of ninety (90) days from the date of acceptance of a Product by Customer. In the event of a failure to so conform is made known to Supplier in writing by Customer within the ninety (90) day Warranty Period, Supplier will endeavor to correct such nonconformance. In the event the Software does not perform to the Specifications as of the expiration of the Warranty Period, Customer shall

TELECOMMUNICATIONS SYSTEMS MASTER AGREEMENT

Reference No. A-99-002

Page 19 of 32

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have the right to return such nonconforming Software to Supplier and receive a refund for said Software. Customer must notify Supplier in writing of its intent to return the Software prior to the expiration of the Warranty Period.

b. If the ongoing performance of a Product does not conform to the Section 17. SOFTWARE MAINTENANCE & SUPPORT provisions of this Agreement, Customer 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 17., the Supplier shall be in default of this Agreement and Customer at its option may thereupon:

1) request Supplier to replace said Product or service resource at Supplier's expense with a functional Product or competent service.

2) terminate the Product license or service without Customer penalty, further obligation or financial liability. In the event of such termination, the Customer shall be entitled to a refund according to the following schedule:

Termination of a lump-sum payment perpetual license

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

- less than 1 year - 75% of license fee paid to be refunded
- 1 - 2 years - 50% of license fee paid to be refunded
- 2 - 3 years - 25% of license fee paid to be refunded
- over 3 years - no refund

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

Fee paid by Customer applicable to the period following default shall be refunded to the Customer.

EXCEPT AS MAY BE OTHERWISE STIPULATED IN THIS AGREEMENT, THE FOREGOING WARRANTIES ARE IN LIEU OF ALL OTHER WARRANTIES, EXPRESS OR IMPLIED (INCLUDING THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE).

TELECOMMUNICATIONS SYSTEMS MASTER AGREEMENT

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21. FCC WARRANTY

a. Supplier warrants to the Customer that the Products are certifiable; under FCC regulations, for direct connection to the public network, and for Radio Frequency Interference ("RFI") emissions.

22. DISPUTE RESOLUTION

Supplier agrees that the DPS/DOIT shall mediate conflicts between Supplier and any PSAP's.

23. INSTALLATION MANAGEMENT

a. Supplier agrees that it shall be responsible for managing all phases of the installation including: documentation, entering all necessary information into the System data base, training and all other System requirements.

b. Supplier shall do all necessary cutting, fitting, and patching the work that may be required to properly receive the System, to make several parts join together properly, to receive and provide for the work of various trades, and to be received by the work of other vendors.

c. The Customer acknowledges and agrees that individual PSAP sites may require relocation for the new PSAP equipment. Any new PSAP equipment that requires relocation once it is installed and accepted, shall incur associated relocation costs.

24. PERFORMANCE BOND

a. Supplier shall furnish to the Customer a surety bond as security for faithful performance of order(s) awarded as a result of the Agreement, and for payment of all persons performing labor, and on their furnishing material in connection herein. Surety of such performance and payment bond shall be in the amount referenced in the RFP.

25. SOURCE CODE ESCROW

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 Products. Said third party site, source code, documentation and instructions will be affirmed to a 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 a Department:

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

TELECOMMUNICATIONS SYSTEMS MASTER AGREEMENT

Reference No. A-99-002

Page 21 of 32

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OR

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

b. Supplier shall arrange so a 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 a 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, nor shall a Department sell, convey, or dispose of, with or without consideration, this material to any third parties.

26. GOVERNMENTAL COMPLIANCE

a. Supplier shall perform this Agreement in compliance with all applicable federal, Customer, county, and local laws, regulations, government agency orders or decisions, tariffs and codes, and shall obtain permits and certificates where needed. In the event that such permits or certificates cannot be obtained, or in the event that legislative, regulatory, other legal action or changes in laws invalidate a material term or terms of this Agreement or adversely affect Supplier's ability to perform a material term(s) of this Agreement, Supplier shall attempt to renegotiate a new term or terms as may be required to allow the Agreement to continue.

27. YEAR 2000 COMPLIANCE

a. Supplier warrants that the current production version of the programs will fully comply with the following millennium compliance statement with no limitations when configured and used according to the documented instructions.

b. The definition of compliance is the ability to:

- 1) Accurately handle date information before, during and after 1 January 2000 accepting date input, providing date output and performing calculation on dates or portions of dates.

- 2) Function accurately and without interruption before, during and after 1 January 2000 without changes in operation associated with the advent of the new century assuming correct configuration.

TELECOMMUNICATIONS SYSTEMS MASTER AGREEMENT

Reference No. A-99-002

Page 22 of 32

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- 3) Where appropriate, respond to two digit date input in a way that resolves the ambiguity as to century in a disclosed, defined and predetermined manner;
- 4) Store and provide output of date information in ways that are unambiguous as to century.
- 5) Manage the leap year occurring in the year 2000, following the quad-centennial rule.

c. For any breach of this warranty, Customer's exclusive remedy, and Supplier's entire liability, shall be the correction of Program errors that cause breach of the warranty, or if Supplier is unable to make the Program operate as warranted, Customer shall be entitled to terminate the Program license and recover the fees paid to Supplier for the Program license.

28. TERMINATION

a. Under the following condition, Customer 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. Upon ninety (90) days' written notice to Supplier, Customer 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. Customer 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, Customer 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.

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

- 1) Return the Product to Supplier;
- 2) Purge all copies of the Product or any portion thereof from all UNIT's and from any telecommunication storage medium or device on which Customer has placed Product; and
- 3) Give Supplier a written certification that through its best efforts and to the best of its knowledge, Customer has complied with all of its obligations under this subsection. An archive copy may be retained by Customer for a minimum period of one (1) year.

TELECOMMUNICATIONS SYSTEMS MASTER AGREEMENT

Reference No. A-99-002

Page 23 of 32

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29. COMMUNICATIONS

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 – Department of Information Technology/Contracts & Purchasing  
340 Capitol Avenue, Hartford, CT 06106

Supplier - As stated in page one of this Agreement.

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

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

Customer - The Agency Site Manager specified in the applicable Letter Order

Supplier - As stated in page one of this Agreement.

30. LIMITATION OF LIABILITY

In no event shall either party be liable for special, indirect or consequential damages except as may otherwise be provided for in this Agreement.

31. 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.

TELECOMMUNICATIONS SYSTEMS MASTER AGREEMENT

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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.

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



TELECOMMUNICATIONS SYSTEMS MASTER AGREEMENT

Reference No. A-99-002

Page 25 of 32

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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.

**32. NONDISCRIMINATION PROVISIONS REGARDING SEXUAL ORIENTATION**

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.

TELECOMMUNICATIONS SYSTEMS MASTER AGREEMENT

Reference No. A-99-002

Page 26 of 32

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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.

33. EXECUTIVE ORDER NO. THREE

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.

34. EXECUTIVE ORDER NO. SEVENTEEN

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.

TELECOMMUNICATIONS SYSTEMS MASTER AGREEMENT

Reference No. A-99-002

Page 27 of 32

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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.

35. WORKERS' COMPENSATION

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.

36. APPROVAL OF AGREEMENT

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

37. ENTIRETY OF AGREEMENT

This Agreement includes the SIGNATURE PAGE OF AGREEMENT. To the extent the provisions of the previously mentioned Product Schedule and any aforementioned Attachment do not contradict the provisions of Sections 1 through 36 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.

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TELECOMMUNICATIONS SYSTEMS MASTER AGREEMENT

Reference No. A-99-002

Page 28 of 32

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SIGNATURE PAGE OF AGREEMENT

This Agreement is entered into by authority of Public Act 97-9 June 18 Special Session.

SNET

APPROVED:

BY: Charles E. Rudnick

BY: Donald J. Maloney

NAME: Charles E. Rudnick

for Donald J. Maloney, Director  
Department of Information  
Technology/Contracts & Purchasing  
Division

TITLE: President - Custom Business Group

DATE: 8/6/98

DATE: 8-7-98

SEAL

STATE OF CONNECTICUT

BY: Gregg P. Regan

Gregg P. Regan  
Chief Information Officer  
Department of Information  
Technology, duly authorized

DATE: August 7, 1998

APPROVED AS TO FORM:

ASSOC

Will B. Kirk

Attorney General of the  
State of Connecticut

DATE: 8/18/98

TELECOMMUNICATIONS SYSTEMS MASTER AGREEMENT

Reference No. A-99-002

Page 29 of 32

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SCHEDULE A

AGREEMENT COVERAGE

-AND-

BILLING AND PAYMENT CONDITIONS

The Customer agrees that it shall pay Supplier the price referenced in the Proposal in accordance with the conditions referenced below:

a) Payment will be seventy-five percent (75%) of ten percent (10%) of the total installation price referenced in the Proposal payable in ten (10) separate increments.

b) the remaining twenty-five percent (25%) balance shall be paid thirty (30) days after the acceptance of the ten percent (10%) installed.

	<b>ENHANCED 9-1-1 PSAP</b>	<b>ADDRESS</b>	<b>WORK STATIONS</b>	<b>LOCATION COST</b>
1	Ansonia Police Department	2 Elm St., Ansonia	2	\$72,577.42
2	Avon Police Department	60 West Main St., Avon	2	\$72,577.42
3	Berlin Police Department	240 Kensington Rd., Berlin	2	\$72,577.42
4	Bethel Vol. Fire Department	36 South St., Bethel	2	\$72,577.42
5	Bloomfield Police Department	785 Park Ave., Bloomfield	2	\$72,577.42
6	Branford Police Department	30 Harrison Ave., Branford	2	\$72,577.42
7	Bridgeport Fire Department	30 Congress St., Bridgeport	4	\$100,932.60
8	Bristol Police Department	131 North Main St., Bristol	3	\$86,705.01
9	Brookfield Police Department	Silvermine Rd., Brookfield	2	\$72,577.42
10	Canton Police Department	4 Market St., Canton	2	\$72,577.42
11	Cheshire Police Department	500 highland Ave., Cheshire	2	\$72,577.42
12	Clinton Emergency Comm Center	48 East Main St., Clinton	2	\$72,577.42
13	Colchester Emer Comm Center	Old Hartford Rd., Colchester	3	\$86,705.01
14	CT State Police Troop A	Lakeside Dr., Southbury	2	\$72,577.42
15	CT State Police Troop B	Rt. 7, North Canaan	2	\$72,577.42
16	CT State Police Troop E	Rt. I-395, Montville	2	\$72,577.42
17	CT State Police Troop G	149 Prospect St., Bridgeport	2	\$72,577.42
18	CT State Police Troop H	100 Washington St, Hartford	2	\$72,577.42
19	CT State Police Troop I	631 Amity Rd., Bethany	2	\$72,577.42
20	CT State Police Troop L	Rt. 202, Litchfield	2	\$72,577.42
21	CT State Police Troop W	Bradley International Airport	2	\$72,577.42
22	Cromwell Police Department	5 West St., Cromwell	2	\$72,577.42
23	Danbury Fire Department	19 New St., Danbury	3	\$86,705.01
24	Darien Police Department	Hecker Dr., Darien	2	\$72,577.42
25	Deep River Emer Comm Center	Winthrop Rd., Deep River	2	\$72,577.42
26	Derby Police Department	125 Water St., Derby	2	\$72,577.42
27	East Hartford Police Department	497 Tolland St, East Hartford	3	\$86,705.01
28	East Haven Fire Department	200 Main St., East Haven	2	\$72,577.42
29	East Lyme Emer Comm Center	204 Boston Post Rd, Niantic	2	\$72,577.42
30	Easton Police Department	225 Center Rd., Easton	2	\$72,577.42

TELECOMMUNICATIONS SYSTEMS MASTER AGREEMENT

Reference No. A-99-002

Page 30 of 32

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31	East Windsor Police Department	25 School St., East Windsor	2	\$72,577.42
32	Enfield Emergency Comm Center	820 Enfield St., Enfield	2	\$72,577.42
33	Fairfield Emer Comm Center	100 Reef Rd., Fairfield	3	\$86,705.01
34	Farmington Police Department	1 Monteith Rd., Farmington	2	\$72,577.42
35	Glastonbury Police Department	2108 Main St., Glastonbury	2	\$72,577.42
36	Granby Police Department	15 North Granby Rd., Granby	2	\$72,577.42
37	Greenwich Police Department	29 Havemeyer St., Greenwich	3	\$86,705.01
38	Groton Emergency Comm Center	68 Long Point Rd., Groton	3	\$86,705.01
39	Guilford Emergency Comm Center	31 Park St., Guilford	2	\$72,577.42
40	Hamden Central Communications	2914 Dixwell Ave., Hamden	3	\$86,705.01
41	Hartford Police Department	50 Jennings Rd., Hartford	6	\$137,645.01
42	Ledyard Emergency Comm Center	741 Col. Ledyard Hwy., Ledyard	2	\$72,577.42
43	Litchfield County Dispatch Center	Rt. 202, Litchfield	3	\$86,705.01
44	Madison Police Department	8 Old Route 79, Madison	2	\$72,577.42
45	Manchester Police Department	239 Middle Tpke East, Manchester	3	\$86,705.01
46	Meriden Police Department	50 west Main St., Meriden	3	\$86,705.01
47	Middlebury Police Department	200 Southford Rd., Middlebury	2	\$72,577.42
48	Middletown Police Department	66 Church St., Middletown	3	\$86,705.01
49	Milford Fire Department	72 New Haven Ave., Milford	3	\$86,705.01
50	Monroe Police Department	7 Fan Hill Rd., Monroe	2	\$72,577.42
51	Montville Emergency Comm Center	89 Fort Shantok Rd., Uncasville	2	\$72,577.42
52	Naugatuck Police Department	14 maple St., Naugatuck	2	\$72,577.42
53	New Britain ERC	125 Columbus Blvd., New Britain	3	\$86,705.01
54	New Canaan Police Department	174 South Ave., New Canaan	2	\$72,577.42
55	New Fairfield Emergency Comm Center	Rt. 39, New Fairfield	2	\$72,577.42
56	New Haven Emergency Comm Center	200 Orange St., New Haven	4	\$100,932.60
57	Newington Police Department	131 Cedar St., Newington	2	\$72,577.42
58	New London Police Department	Eugene O'Neil Dr., New London	2	\$72,577.42
59	New Milford Police Department	49 Poplar St., New Milford	2	\$72,577.42
60	Newtown Emergency Dispatch	3 Main St., Newtown	2	\$72,577.42
61	North Branford Police Department	260 Forest Rd., North Branford	2	\$72,577.42
62	North Haven Police Department	8 Linsley St., North Haven	2	\$72,577.42
63	Northwest CT Public Safety Comm Ctr.	28 Cheshire Rd., Cheshire	2	\$72,577.42
64	Norwalk Police Department	297 West Ave., Norwalk	3	\$86,705.01
65	Norwich Police Department	70 Thames St., Norwich	2	\$72,577.42
66	Old Saybrook Police Department	225 Main St., Old Saybrook	2	\$72,577.42
67	Orange Police Department	314 Lambert Rd., Orange	2	\$72,577.42
68	Plainville Police Department	1 Central Square, Plainville	2	\$72,577.42
69	Plymouth Police Department	19 East Main St., Terryville	2	\$72,577.42
70	Portland Emergency Comm Center	265 Main St., Portland	2	\$72,577.42
71	Putnam Police Department	189 Church St., Putnam	2	\$72,577.42
72	Quinebaug Emergency Comm Center	55 Westcott Rd., Danielson	3	\$86,705.01
73	Redding Police Department	96 Hill Rd., Redding	2	\$72,577.42
74	Ridgefield Police Department	76 East Ridge, Ridgefield	2	\$72,577.42
75	Rocky Hill Police Department	699 Old Main St., Rocky Hill	2	\$72,577.42
76	Seymour Police Department	4 Wakeley St., Seymour	2	\$72,577.42
77	Shelton Police Department	85 Wheeler St., Shelton	2	\$72,577.42
78	Simsbury Police Department	933 Hopmeadow Rd., Simsbury	2	\$72,577.42
79	Southbury Police Department	421 Main St., Southbury	2	\$72,577.42
80	Southington Police Department	351 Main St., Southington	2	\$72,577.42

TELECOMMUNICATIONS SYSTEMS MASTER AGREEMENT

Reference No. A-99-002

Page 31 of 32

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81	South Windsor Police Department	151 Sand Hill Rd., So Windsor	2	\$72,577.42
82	Stamford Emergency Comm Center	888 Washington St., Stamford	4	\$100,932.60
83	Stonington Police Department	166 Broad St., Pawcatuck	2	\$72,577.42
84	Stratford Police Department	900 Longbrook Ave., Stratford	3	\$86,705.01
85	Suffield Police Department	111 Mountain Rd., Suffield	2	\$72,577.42
86	Thomaston Police Department	158 Main St., Thomaston	2	\$72,577.42
87	Tolland County Mutual Aid Dispatch	56 Tolland Green, Tolland	3	\$86,705.01
88	Torrington Police Department	576 Main St., Torrington	2	\$72,577.42
89	Trumbull Emergency Comm. Center	158 Edison Rd., Trumbull	2	\$72,577.42
90	University of Connecticut Police Dept.	North Eagleville Rd., Storrs	2	\$72,577.42
91	Valley Shore Emergency Comm Center	Spencer Plains Rd., Westbrook	3	\$86,705.01
92	Vernon Police Department	725 Hartford Tpke., Vernon	2	\$72,577.42
93	Wallingford Fire Department	75 Masonic Ave., Wallingford	2	\$72,577.42
94	Waterbury Police Department	255 East Main St., Waterbury	4	\$100,932.60
95	Waterford Emergency Comm Center	204 Boston Post Rd., Waterford	3	\$86,705.01
96	Watertown Police Department	195 French St., Watertown	2	\$72,577.42
97	West Hartford Police Department	103 Raymond St., West Hartford	3	\$86,705.01
98	West Haven ERS	355 Main St., West Haven	3	\$86,705.01
99	Weston Emergency Comm. Center	Weston Town Hall, Weston	2	\$72,577.42
100	Westport Police Department	50 Jessup Rd., Westport	2	\$72,577.42
101	Wethersfield Police Department	505 Silas Deane Hwy, Wethersfield	2	\$72,577.42
102	Willimantic Switchboard Fire Chiefs Assoc	13 Bank St., Willimantic	3	\$86,705.01
103	Wilton Police Department	240 Danbury Rd., Wilton	2	\$72,577.42
104	Winsted Police Department	338 Main St., Winsted	2	\$72,577.42
105	Windsor Police Department	340 Bloomfield Ave., Windsor	2	\$72,577.42
106	Windsor Locks Police Department	4 Volunteer Dr., Windsor Locks	2	\$72,577.42
107	Wolcott Police Department	225 Nichols Rd., Wolcott	2	\$72,577.42
108	Woodbridge Police Department	4 Meetinghouse La., Woodbridge	2	\$72,577.42
<b>SECONDARY POSITIONS</b>				
109	CT State Police Troop C	1320 Tolland Stage Rd., Tolland	2	\$72,577.42
110	CT State Police Troop D	55 Westcott Rd., Danielson	2	\$72,577.42
111	CT State Police Troop F	I-95W, exit 66/65, Westbrook	2	\$72,577.42
112	CT State Police Troop K	15 Old Hartford Rd., Colchester	2	\$72,577.42
<b>TOTAL POSITIONS AND COSTS</b>			<b>259</b>	<b>\$8,632,094.13</b>

TELECOMMUNICATIONS SYSTEMS MASTER AGREEMENT

Reference No. A-99-002

Page 32 of 32

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Schedule B

Maintenance Charges

Years Three Through Ten

<b>MAINTENANCE (Post Warranty - Years 3 through 10)</b>	
<b>2% discount on Annual Maintenance Contract with upfront payment</b>	
Maintenance Contract	
Annual Cost - Year 3 (All inclusive, including parts):	<u>\$561,204.80</u>
Annual Cost - Year 4 (All inclusive, including parts):	<u>\$660,143.40</u>
Annual Cost - Year 5 (All inclusive, including parts):	<u>\$695,363.20</u>
Annual Cost - Year 6 (All inclusive, including parts):	<u>\$744,872.20</u>
Annual Cost - Year 7 (All inclusive, including parts):	<u>\$800,007.20</u>
Annual Cost - Year 8 (All inclusive, including parts):	<u>\$861,531.60</u>
Annual Cost - Year 9 (All inclusive, including parts):	<u>\$930,357.80</u>
Annual Cost - Year 10 (All inclusive, including parts):	<u>\$1,007,514.60</u>
Total	<u>\$6,260,994.80</u>





# DOIT/Telecommunications Unit

MEMO

TO: Mary Ann McCabe

FROM: REGINA GOLBA  
FISCAL ADMINISTRATIVE OFFICER

DATE: September 24, 1998

SUBJECT: 9-1-1 PURCHASE ORDER

I have several questions after a review of this package:

- ~~1. No Rock Regan or Bernie O'Donnell signatures. Required?~~
2. 10 Payment increments of 75% of total, final 25% payment of the increment due 30 days after acceptance I understand. However, I found on page 12, Part 12. Payments and Credits, section e: "Supplier shall furnish separate invoices for each Product Site..." is a contrary statement!!!
3. Changes are allowed: page 5, Part 3.d, and page 14, Part 13. If changes are allowed, should we request a parts breakdown. Otherwise we will not know what we are paying when changes are added. Also, page 13, Part 12.d mentions a Product Schedule which is not in this package. *no*
4. Should I treat the PO as a prevailing wage project? I know it is over the threshold. *yes*
5. What about the "Not to exceed" statement Donald Maloney is pushing on our PO's? *yes*
6. Do I also have to have Maloney's signature if it is on the award?

*Taken care of.*