

INFORMATION PROCESSING SYSTEMS MASTER SOFTWARE LICENSE AGREEMENT

Reference No. B-02-001

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This Master Software License Agreement, entered into this 15th day of August, 2002, 2002, in East Hartford, Connecticut, hereinafter referred to as the "Agreement" or "contract" is made by and between the State of Connecticut, acting by its Department of Economic & Community Development, hereinafter referred to as the "Customer," located at 505 Hudson Street, Hartford, CT 06106 and Housing & Development Software, LLC, hereinafter referred to as the "Supplier" or "contractor," having its principal place of business at 2685 Executive Park Drive, Weston, FL 33331. 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:

1. TERM OF AGREEMENT

a. This Agreement shall become effective in accordance with the provisions of Section 27. 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. LICENSE OF 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.

2. DEFINITIONS

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

b. "Department" as used herein shall mean any State of Connecticut department, commission, board, bureau, agency, institution, public authority, office, council, association, instrumentality or political subdivision.

c. "Designated PU" as used herein, shall mean any 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 a Site with multiple interconnected PU's.

d. "Improvements" as used herein, shall mean 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.

e. "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.

f. "Product" as used herein, shall mean any Supplier furnished computer software, along with all related materials, documentation, and information, received by a Department 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.

g. "Product Schedule" as used herein, which is attached to this Agreement, shall mean that document which 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.

h. "PU" as used herein, shall mean a processing unit.

i. "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.

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

3. LICENSE OF PRODUCTS

a. Subject to the terms and conditions of this Agreement, Supplier shall license to a Department any Product and to furnish to said Department any associated services then available that are listed in Letter Orders and accepted by Supplier. Any such license shall be nonexclusive and nontransferable. Such Letter Orders shall contain, as a minimum, the following information:

- 1) Department Installation Site 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); and
- 7) Desired Maintenance and/or Support and Rate (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. 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.

c. Customer may cancel Attachments on behalf of a Department at any time prior to delivery of Products or when delivered Product performance fails to meet the requirements of Section 7.
PRODUCT EVALUATION & ACCEPTANCE.

d. A 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. A Department agrees that it shall use its best efforts to prohibit any Product use in a manner, whether directly or indirectly, that would enable a Department's users to use the Product on any other PU.

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

- 1) If a 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 a 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 not be unreasonably withheld or delayed.
- 3) If a Department designated PU is removed to another location, a Department may move any Product and supporting materials to that location which physically replaces the original location. Prior to such moving of any 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 not be unreasonably withheld or delayed.

f. 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 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.

g. Upon Customer receipt of ninety (90) days' prior written notice, Supplier may update any Product Schedule pricing by amending the Product Schedule effective July 1 of any Customer fiscal year, provided: (1) the Product Schedule amendment is transmitted and approved in the same manner as described for supplements in Subsection 3.b., (2) no Product license, or related service, rate is increased within the first year of any Product license, and (3) any such resultant price increase shall not exceed the lesser of five percent (5%) or the Consumer Price Index 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.

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

i. 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.

j. 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 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.

k. Customer may elect to acquire multiple units of a single Product and/or one or more units of multiple Products in a single Letter Order. Discount percentages, if applicable, shall be shown on the Product Schedule.

4. DEPARTMENT TRAINING

Supplier shall provide such preinstallation and postinstallation Product compatibility system surveys, consultation, reference manuals and on-site operational training as to facilitate proper installation and operation of all Products. Additional Supplier assistance, if requested by a Department, shall be furnished at Department expense at the then applicable Supplier prices for such services as stated in the applicable Letter Order.

5. DELIVERY, INSTALLATION & DEINSTALLATION

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

b. If Department installation requirements exceed Supplier Specifications, the Department shall be charged, at prices in effect at the time of Department's order, for the extra work or ancillary products required to complete installation.

c. Supplier shall make its best efforts to comply with a Department's requested delivery mode and date (usually within about forty-five [45] days of the Letter Order date), but, in any event, shall deliver the Products within ninety (90) days of date of the Letter Order. Such Product delivery period shall not exceed forty-five (45) days without written notification to and agreement by the Department.

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

6. PRODUCT REPLACEMENTS & UPGRADES

a. Customer may order replacement of any Product license with any other 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.

b. Supplier shall keep current any installed 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.

7. PRODUCT EVALUATION & ACCEPTANCE

a. 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 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 Product which 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 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 Product performance and Supplier service must satisfy Customer criteria specified in Section 14. MAINTENANCE & SUPPORT and Section 15. 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.

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 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 Product evaluation and acceptance period shall be determined by a 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 a 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. A Department agrees to complete any required Supplier acceptance certificate.

d. If a Department does not accept any Product within sixty (60) days of installation, the Department may then release the Product to Supplier and be relieved of all obligations therefor.

8. PATENT, COPYRIGHT, LICENSE & PROPRIETARY RIGHTS

a. Supplier hereby grants a 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. A 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. A Department 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, 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 a Department modifies or adapts said Product without Supplier consent. Supplier agrees to satisfy any final award arising from any said claim or proceeding. Customer or a 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.

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 to a 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 to a 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 to a Department any Product maintenance and support charges paid by a 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 a Department's use of a Product for which it was neither designed nor intended and Supplier has provided written notification to said Department of such inappropriate use.

9. RISK OF LOSS & INSURANCE

a. A Department shall not be liable to Supplier for any risk of Product 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 a 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 27. WORKERS' COMPENSATION.

10. CONFIDENTIALITY; NONDISCLOSURE

a. A Department shall exercise at least the same degree of care to safeguard any license software Product as a Department does its own property of a similar nature and shall take reasonable steps to assure that neither the 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 a 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. A 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 10.) 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 Product software, in whole or in part, nor create or attempt to create, by reverse engineering or disassembling of the design, algorithms or other proprietary trade secrets of the source code version of the Product software.

c. Supplier hereby agrees that:

- 1) All Department information exposed or made available to Supplier or its representatives shall 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) All Department security procedures shall be adhered to by Supplier and its representatives.

It is expressly understood and agreed that the obligations of this Section 10. shall survive the termination of this Agreement.

11. PAYMENTS & CREDITS

a. A Department shall pay any 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 a 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 a Department to use the 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 a Department and compliance with the requirements of the State's Comptroller's Office concerning such assignments. Notwithstanding any such assignment, Supplier agrees that a Department 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 a 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.

d. Except as may be stipulated in Section 5. DELIVERY, INSTALLATION & DEINSTALLATION, a Department shall reimburse Supplier for mutually agreed upon sundry expenses not otherwise provided for in this Agreement which Supplier incurs in rendering incidental services for the Department in support of, or directly associated with, any license. Such expenses include Department requested Product relocations and modifications.

e. A Department 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 Department services at the Product installation site.

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

g. 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.

h. 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) If the license fee specified in the Attachment is payable in one lump sum, there shall be no additional charge for maintenance and support during the first year of the license term.

3) For the year after the period for which periodic payments are payable, or the year after the first year of the license term, as the case may be, Supplier shall continue to provide a Department with maintenance and support services provided a Department elects to pay Supplier 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.

i. It shall be the responsibility of any 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 a Supplier invoice.

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

12. PRODUCT ALTERATIONS

a. Alterations of any 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 shall, upon receipt of written notice from Supplier, promptly restore the Product to its prealtered condition.

c. Any Alteration of a Product by a Department without written consent of Supplier shall void the obligations of Supplier under Section 14. 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 14. MAINTENANCE & SUPPORT and which will not.

13. SOURCE CODE ESCROW

a. Supplier agrees to store, during the term of this Agreement, a copy of the most current source code, and any documentation and written instructions required to interpret said source code, for all Products. Said 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;

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. Title to any source code released to Customer in compliance with this Section 13. 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.

14. MAINTENANCE & SUPPORT

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

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.

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

e. If any 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 a 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 a 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). 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, 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.

15. WARRANTIES

a. Supplier hereby warrants its ownership and/or marketing rights to the Products. Unless stated otherwise in an Attachment, Supplier hereby warrants that a Product installed by Supplier, or installed by a Department in accordance with Supplier's instructions, shall function according to the Specifications on the Acceptance Date for such Product, and that Supplier shall modify and/or replace such Product as necessary to maintain ongoing Product reliability according to Section 14. 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 14. MAINTENANCE & SUPPORT provisions of this Agreement, a 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 14., the Supplier shall be in default of this Agreement and the 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 Department penalty, further obligation or financial liability. In the event of such termination, the Department 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:

- 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

Fee paid by a 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.

16. TERMINATION

a. A 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:

- 1) 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.
- 2) 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.

Upon the termination of any Product license, the license and all other rights granted hereunder to a 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.

17. 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. 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.

18. YEAR 2000 COMPLIANCE

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 termination of this agreement, whichever is later.

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.

19. FORCE MAJEURE

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

20. GENERAL PROVISIONS

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 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.

d. 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.

e. 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 laws provisions.

f. A Department agrees not to remove or destroy any proprietary markings or proprietary legends placed upon or contained within any Product.

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

h. If a 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 said Department with the appropriate version of the Product, if available, on a 60-day trial basis without additional charge, provided a 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 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 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 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 forthcoming transactions against this Agreement shall be in accordance with applicable Connecticut statutes, if any, pertaining to the Department of Information Technology.

21. 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 Division
101 East River Drive, East Hartford, CT 06108-3274

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:

Department - The Agency Site Manager specified in the applicable Letter Order.

Supplier - As stated on page one of this Agreement.

22. 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.

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.

23. 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.

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.

24. 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.

25. EXECUTIVE ORDER NO. SIXTEEN

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.

26. 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. 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.

27. 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.

28. APPROVAL OF AGREEMENT

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

29. 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 28 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

SIGNATURE PAGE OF AGREEMENT

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

STATE OF CONNECTICUT

APPROVED:

BY: _____

NAME: Matt Gilson

TITLE: President_____

DATE: 07/29/2002_____

BY: _____

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

DATE: 8.7.02._____

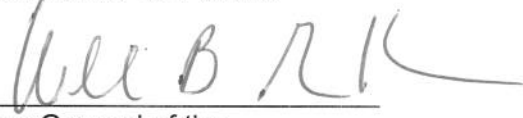
SEAL

BY: _____

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

DATE: 8/7/02_____

APPROVED AS TO FORM:


Asst. Attorney General of the
State of Connecticut

DATE: 8/15/02_____

Reference No. B-02-001

CERTIFICATE OF AUTHORITY

I, Cristina M. Gilson, the undersigned, do hereby certify that I am the
(Name of Certifying Officer)

Vice-President of Housing and Development Software
(Title of Certifying Officer) (Name of Corporation)

Florida corporation, and that the following
(State of Incorporation)

resolution was duly adopted on July 1, 2002, at a
(Date of Adoption of Resolution)

duly called and held meeting of the Board of Directors of said corporation:

Resolved, that Matt Gilson, in his
(Name of Signer of Contract) (his/her)
or Amendment to Contract)

capacity as President of Housing & Development Software
(Title of Signer of Contract) (Name of Corporation)
or Amendment to Contract)

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 31 day of July, 2002.

(Seal)



MANAGEMENT AGREEMENT

THIS MANAGEMENT AGREEMENT is made and entered into 14 August 1999 by and between Housing and Development Software, LLC, and its successors and assigns, or parent, subsidiary, or affiliated corporations ("Company") 55 Weston Road Suite 208, Weston, Florida 33024, and Matthew J. Gilson. ("Manager") and his successors and assigns.

WHEREAS, the Company desires to retain Manager to perform management responsibilities in accordance with the terms of this Agreement and to compensate Manager on the basis provided herein; and

WHEREAS, Manager is willing to perform the duties and responsibilities in accordance with the terms of this Agreement;

NOW THEREFORE, in consideration of the mutual covenants and promises set forth herein, the parties hereby agree:

1. Recitals. The foregoing recitals are true and correct.

2. Term. This agreement shall remain in full force and effect for a period of five (5) years from the date hereof; and shall continue in full force and effect for succeeding similar periods under the same terms and conditions, unless earlier terminated by either party upon 120 days written notice to the other party (the "Term"). In the event termination notice is given, Manager shall continue in the position with all rights, responsibilities and privileges of the position.

3. Services. During the term of this Agreement, Manager shall arrange and supervise the day-to-day business and operations of the Company including, but not limited to:

3.1 Developing and marketing software products that will provide the Company the most favorable return on investment including the management and supervision of the marketing and operations staff.

3.2 Conducting all business, carrying on the Company's operations, and having offices and exercising the powers set forth herein within or without this state.

The Company covenants and agrees to cooperate fully with Manager in the performance of the services hereunder, to provide Manager with complete access to all financial records, reports and information of any kind pertaining to the Company.

4. Management Fee. In consideration for the provision of management services hereunder, Manager shall receive management fees from the Company in accordance with the schedule and terms set forth in Exhibit "A," which is attached hereto and incorporated by reference.

Product Schedule

Product Schedule

Following is a summary of the products and services included in our proposal and itemized costs for each product and service.

Software

Grant Management:

Grant Management Allocation	\$ 5,000	
Grant Management Application (Project Tracking and Budgeting)	\$ 7,500	
Grant Management Accounting	\$ 10,000	
Grant Management Compliance including Periodic/Outcome Reporting	\$7,500	
Grant Management IDIS/EDI Interface	\$10,000	
Total Grant Management		\$40,000

Housing Project Portfolio: (Multifamily)

Project Management and Database	\$5,000	
Project Allocation & Accounting (Included above in Grant Management)	N/A	
Project Analysis and Underwriting	\$7,500	
Compliance Monitoring and Asset Management	\$15,000	
Total Housing Project Portfolio		\$27,500

Software Total

\$67,500

On-Site Services

Implementation & Training

Grant Management Allocation	2 days at \$2,000 per day ¹	\$ 2,000	
Grant Management Application	6 days at \$1,000 per day ¹	\$ 6,000	
Grant Management Accounting	4 days at \$1,000 per day ¹	\$ 4,000	
Grant Management Compliance	3 days at \$1,000 per day ¹	\$ 3,000	
Grant Management IDIS/EDI Interface	1 days at \$1,000 per day ¹	\$ 1,000	
Total Grant Management			\$16,000
Project Management and Database	2 days at \$1,000 per day ¹	\$ 2,000	
Project Analysis and Underwriting	3 days at \$1,000 per day ¹	\$ 3,000	
Compliance Monitoring and Asset Management	4 days at \$1,000 per day ¹	\$ 4,000	
Total Housing Project			\$9,000

STANDARDIZATION
TRANSACTION
SP-81 New 05/01

From:
Carol Wilson
Contract Specialist
(860)713-5093
Telephone Number

STATE OF CONNECTICUT
DEPARTMENT OF ADMINISTRATIVE SERVICES
PROCUREMENT SERVICES
165 Capitol Avenue, Room G-8A, Ground Floor
PO Box 150414, HARTFORD, CT 06115-0414
Standardization Transaction # 3568



Page 1 of _____

STANDARDIZATION TRANSACTION

(Section 4a-58 Connecticut General Statutes)

TO: Alan Mazzola, Deputy Comm., DAS
James Adams, Deputy Comm., DOT
Michael Starkowski, Deputy Comm., DSS
Bruce B. Cornish, DPW

Pam Law, OPM
Bernard McLoughlin, Chief Admin. Officer, OOC
Ivars P. Maidelis, Fiscal Admin Mgr., OOT

DATE: 26 JUL 02

Term of Transaction - Sole Source

Subject: VOTE FORM - Standardization Transaction # 3568

Please vote on the standardization transaction below. If it pertains to your department, you must abstain from voting. Contact me if you have any questions.

Name & Address of Budgeted Agency:
Department of Economic and Community
Development
505 Hudson Street
Hartford, CT 06106

Nature of Request:
Approval of a Standardization transaction for the
purchase of Grant Management and Housing Project
software, on-site training, implementation and
maintenance of the purchase software

Name & Address of Vendor:
Housing & Development Software, LLC
2685 Executive Park Drive, Suite 7
Weeton, FL 33331

Vendor Total:
\$119,100.00

Grand Total: **\$119,100.00**

Justification: Approval is being requested on behalf of the (DECD) based on the following:

1. The HDS software is the only "off the shelf" software that has successfully negotiated with the US Department of Housing and Urban Development (HUD) to interface with the federal Integrated Disbursement and Information System (IDIS).
2. A number of other solutions were researched extensively by DECD. No viable alternative was located. Both Arizona and Wisconsin have successfully used the HDS product for similar purposes.
3. Please see the SP-10, sole source justification memorandum and supporting documentation attached for additional detail on this matter.

Approval of this request will ensure that the business needs of the Connecticut Department of Economic and Community Development are met in a cost-effective and federally-compliant manner.

Please contact Holly Miller-Sullivan at 622-2246 should you have questions or require additional information.

Because of the urgency associated with this request, your prompt response would be appreciated.

PROCESSED AND APPROVED AS TO FORM B Y: _____

Carol Wilson
Carol Wilson, Assistant Procurement Management

After voting, fax your reply to the attention of: Carol Wilson at fax number (860)713-7484

CONTRACT/LEASE FACE SHEET (B204)

OFFICE OF POLICY AND MANAGEMENT

DEPARTMENT Department of Information Technology		DIVISION Contracts and Purchasing		DATE 8-7-02	
CONTACT PERSON Holly Miller-Sullivan <i>HMiller-Sullivan</i>		TITLE Director			
DESCRIPTION OF CONTRACT OR LEASE	CONTRACTOR OR LESSOR Housing and Development Software, LLC., 2685 Executive Park Drive, Weston, FL 33331				
	IS CONTRACTOR A CURRENT STATE EMPLOYEE? <input checked="" type="checkbox"/> YES <input type="checkbox"/> NO If current attach statement from agency head attesting to availability		CONTRACT OR LEASE PERIOD:	FROM: Approval	TO: Indefinite
	TYPE OF CONTRACT OR LEASE <input type="checkbox"/> AMENDMENT OF EXISTING CONTRACT/LEASE <input type="checkbox"/> RENEWAL <input checked="" type="checkbox"/> NEW				
	COMPLETE BELOW WHERE APPLICABLE		THIS CONTRACT OR LEASE	PRIOR CONTRACT OR LEASE	DIFFERENCE
	FREQUENCY	VISITS(length) OTHERS(specify)			
	RATE	IF CONTRACT Hours Per Hour Per Visit	OTHERS(specify)		
		IF LEASE Per Square Foot	OTHERS(specify)		
	FUNDING	General			
		Other			
Total Cost					
IS THIS CONTRACT/LEASE "RETRO-ACTIVE"? (If Yes, attach explanation) <input type="checkbox"/> YES <input type="checkbox"/> NO					
EXPLANATION OF COST INCREASE (If applicable)					
REASON FOR CONTRACT OR LEASE Over \$100,000.00					
ARE THESE SERVICES OBTAINABLE THROUGH OTHER STATE AGENCIES (If YES, explain why not being utilized) <input type="checkbox"/> YES <input checked="" type="checkbox"/> NO					
WERE COMPETITIVE BIDS OR ALTERNATIVE PROPOSALS SOUGHT? (If YES, briefly summarize on an attached sheet. If NO, explain why not) <input type="checkbox"/> YES <input checked="" type="checkbox"/> NO **					
ANALYST RECOMMEN- DATION	For Use of Office of Policy and Management Only				
	ARE FUNDS AVAILABLE? <input checked="" type="checkbox"/> YES <input type="checkbox"/> NO		IS THERE A NEED FOR SERVICE/LEASE? <input type="checkbox"/> YES <input type="checkbox"/> NO		MANAGEMENT DIVISION IF APPLICABLE RECOMMEND APPROVAL RECOMMEND DISAPPROVAL See Attached
					MANAGEMENT DIVISION IF APPLICABLE RECOMMEND APPROVAL RECOMMEND DISAPPROVAL See Attached
	**Contractor has a product required by the Office of Managed Care Ombudsman. See Standardization Transaction #3568 that approves this agreement without public bidding.				
	ANALYST		DATE	CHIEF	DATE
				ASST BUDGET DIRECTOR	DATE



James F. Abromaitis
Commissioner



State of Connecticut
Department of Economic and
Community Development

March 13, 2002

Mr. Rock Regan
Chief Information Officer
Department of Information Technology
101 East River Drive
East Hartford, CT 06108

Re: Sole Source Procurement Approval/Housing Development Software Inc. - \$119,100

Dear Rock:

The Department of Economic and Community Development (DECD) requests Sole Source Procurement approval of HDS Inc. application management software to assist the DECD in federal grant management, housing project development, and compliance applications.

After an extensive review of various alternatives, it has been determined that HDS Software Inc. is the only vendor that can provide full housing application software and the operational services that is required by the department. Therefore, I hereby request that my department undertake this procurement through Department of Information Technology's Sole Source Procurement process.

In addition to this memo, enclosed please find DECD's sole source justification package consisting of:

1. Vendor Letter;
2. DECD Justification Statement; and
3. Acceptance Document

Your prompt action will be greatly appreciated. We would like to accomplish this purchase before the close of the current fiscal year. If you have any questions regarding this matter call Stuart Fitzgerald at 270-8035.

Sincerely,

James F. Abromaitis
Commissioner

Enclosure

cc: Timothy Copping, Deputy Commissioner
Stuart Fitzgerald, Agency Operations Officer



Housing and Development Software

2685 Executive Park Drive
Weston, FL 33331-3624
(954) 217-9597 or (888) 326-7680
Fax (954) 217-9598

February 28, 2002

Mr. Michael Santora
Connecticut Department of Economic and
Community Development
815 Hudson Street
Hartford, Connecticut 43251

Dear Michael:

This letter is to inform you that Housing and Development Software is the only software vendor in the Community and Economic Development industry that have Windows based products that interface directly into the HUD IDIS System utilizing the HUD approved EDI format.

HDS is proud to have eight clients directly exchanging data utilizing the HDS IDIS EDI functionality with the HUD IDIS System. We are adding eleven additional clients to this list over the next six months.

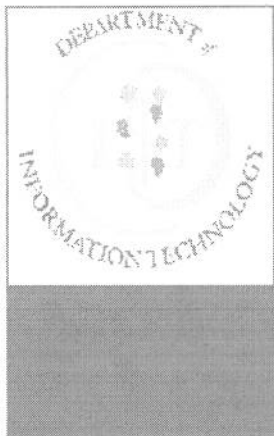
HDS is fortunate to have an unusual level of expertise with IDIS and we are proposing to convert your HUD IDIS data into the Grant Management and Housing Project Portfolio Systems. Additionally, having HDS participate at key points in your IDIS conversion and training will ensure an even smoother fit between the HDS products and HUD IDIS.

HDS also guarantees that if the Connecticut Department of Economic and Community Development (CDECD) is not satisfied with the software system, HDS will refund the Department all license fees paid to HDS. This guarantee is unprecedented in this industry.

Should you have any questions regarding the information in this letter, please do not hesitate to call me at (888) 326-7680 or (954) 816-2003 or e-mail me at matt.gilson@hdsoftware.com

Sincerely,

Matt Gilson
President



STATE OF CONNECTICUT
DEPARTMENT OF INFORMATION TECHNOLOGY
101 East River Drive
East Hartford, CT 06108
Contracts and Purchasing Division

Holly Miller-Sullivan, Director

Holly Miller-Sullivan

MEMO

July 25, 2002

James Passier, Chief of Procurement
Department of Administrative Services

RE: Contract with Housing & Development Software, LLC (HDS) for federal grant software
SP-10 # 017170 Contract Value is \$119,100.00 on behalf of DECD

The attached documentation is being forwarded to you for "Review and appropriate action" through the Standardization Committee established under Section 4a-58 of the Connecticut General Statutes.

This office recommends approval of a sole source contract arrangement with Housing & Development Software, LLC (HDS), Inc. through a Standardization Transaction for the purchase of Grant Management and Housing Project software, on-site training, implementation and maintenance of the purchased software.

BACKGROUND

Approval is being requested on behalf of the Department of Economic and Community Development (DECD) based on the following:

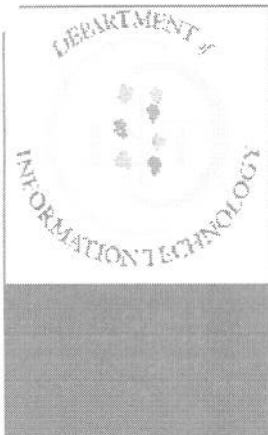
1. The HDS software is the only "off the shelf" software that has successfully negotiated with the US Department of Housing and Urban Development (HUD) to interface with the federal Integrated Disbursement and Information System (IDIS). The software will give DECD the ability to provide HUD with performance reports relative to their Annual Action Plan.
2. A number of other solutions were researched extensively by DECD. No viable alternative was located. Both Arizona and Wisconsin have successfully used the HDS product for similar purposes.
3. Please see the SP-10, sole source justification memorandum and supporting documentation attached for additional detail on this matter.

Please contact me at 622-2246 should you have questions or require additional information.

Approval of this request will ensure that the business needs of the Connecticut Department of Economic and Community Development are met in a cost-effective and federally-compliant manner.

Upon completion of action by the Standardization Committee, this office respectfully requests that the attached documentation be returned for appropriate disposition.

Encl.



STATE OF CONNECTICUT
DEPARTMENT OF INFORMATION TECHNOLOGY
101 East River Drive
East Hartford, CT 06108-3274
Contracts and Purchasing Division

August 7, 2002

To: Jose Salinas
Assistant Attorney General
Office of the Attorney General
55 Elm Street
Hartford, CT 06106

From: Holly Miller-Sullivan
Director, IT Contracts and Purchasing
Department of Information Technology
101 East River Drive
East Hartford, CT 06108

Re: Contract with Housing & Development Software, LLC

8-9-02
JC to Matt Gilson
re corp. authority.
- told Matt I needed evidence
of his auth. to sign from the
org'l or MGT of. He said
he'd talk to his acty to
get it.

H. Miller-Sullivan

Attached to this memorandum you will find a contract between the Connecticut Department of Economic and Community Development and Housing and Development Software, LLC. This is a Master Software License Agreement for the purchase of software that is required by the Department of Economic and Community Development.

Specifically I have attached:

1. Form B-204
2. Standardization Transaction #3568 issued by Department of Administrative Services on July 26, 2002;
3. The Housing and Development Master Software License Agreement which is the standard DOIT agreement, signed by Housing and Development Software, LLC essentially without alteration;
4. The appropriate authorization for contract execution by Housing and Development Software, LLC., marked by a blue tab behind the agreement;
5. The Housing and Development Software, LLC Product Schedule.

Please contact me at 622-2246 if you should require additional information in order to approve this agreement.
Thank you.