

CONTRACT SUPPLEMENT  
SP-37 Rev. 01/02

Purchasing Contact:  
**Jacqueline Shirley**

Telephone Number:  
**(860) 622-2327**

**STATE OF CONNECTICUT**  
**DEPARTMENT OF INFORMATION TECHNOLOGY**  
**CONTRACTS & PURCHASING DIVISION**  
**101 EAST RIVER DRIVE, 4<sup>th</sup> Floor**  
**EAST HARTFORD, CT 06108-3274**

Contract Award Number <b>06ITZ0068</b>
Contract Award Date <b>August 1, 2006</b>
SUPPLEMENT DATE <b>July 28, 2010</b>

**CONTRACT AWARD SUPPLEMENT #4**

**IMPORTANT:** This is NOT a Purchase Order. Do NOT Produce or Ship without an Agency Purchase Order.

**COMMODITY CLASS/SUBCLASS & DESCRIPTION: 5018, 5020, 5022 - Ballot Marking Device for accessibility by individuals with disabilities including Equipment, Products, Supplies and Services**

FOR: **Secretary of the State's Office**  
**210 Capitol Avenue**  
**Hartford, CT 06106**

TERM OF CONTRACT:

**One Year (1 Year) Contract Term with Extension Options at the State's Sole Discretion**

*"All other Terms and Conditions remain the same."*

AGENCY REQUISITION NUMBER: **SOS0000016**

**NOTICE TO CONTRACTORS:** This Contract Award Supplement is not an order to ship. The using agency or agencies on whose behalf the contract is made will furnish purchase orders against contracts. Send invoices directly to the using/ordering agency per instructions on the purchase order.

**Supplement #4 Adds/Changes the following:**

- o Extends the Contract Expiration Date to: July 30, 2011**

*All Other Terms, Conditions and Pricing Remain the Same*

**APPROVED**

Date Issued: **July 28, 2010**

**Jacqueline Shirley**  
**Director of Contract & Purchasing Division**  
(Original Signature on Document in Procurement Files)

CONTRACT SUPPLEMENT  
SP-37 Rev. 01/02

Purchasing Contact:  
**Jacqueline Shirley**

Telephone Number:  
**(860) 622-2327**

**STATE OF CONNECTICUT**  
**DEPARTMENT OF INFORMATION TECHNOLOGY**  
**CONTRACTS & PURCHASING DIVISION**  
**101 EAST RIVER DRIVE, 4<sup>th</sup> Floor**  
**EAST HARTFORD, CT 06108-3274**

Contract Award Number <b>06ITZ0068</b>
Contract Award Date <b>August 1, 2006</b>
SUPPLEMENT DATE <b>July 8, 2009</b>

**CONTRACT AWARD SUPPLEMENT #3**

**IMPORTANT:** This is NOT a Purchase Order. Do NOT Produce or Ship without an Agency Purchase Order.

**COMMODITY CLASS/SUBCLASS & DESCRIPTION: 5018, 5020, 5022 - Ballot Marking Device for accessibility by individuals with disabilities including Equipment, Products, Supplies and Services**

FOR: **Secretary of the State's Office**  
**210 Capitol Avenue**  
**Hartford, CT 06106**

TERM OF CONTRACT:  
**One Year (1 Year)Contract Term with Extension**  
**Options at the State's Sole Discretion**

*"All other Terms and Conditions remain the same."*

AGENCY REQUISITION NUMBER: **SOS0000016**

**NOTICE TO CONTRACTORS:** This Contract Award Supplement is not an order to ship. The using agency or agencies on whose behalf the contract is made will furnish purchase orders against contracts. Send invoices directly to the using/ordering agency per instructions on the purchase order.

**Supplement #3 Adds/Changes the following:**

- o Extends the Contract Expiration Date to July 30, 2010**

*All Other Terms, Conditions and Pricing Remain the Same*

**APPROVED**

**Date Issued: July 8, 2009**

**Jacqueline Shirley**  
**Director of Contract & Purchasing Division**  
(Original Signature on Document in Procurement Files)

CONTRACT SUPPLEMENT  
SP-37 Rev. 01/02

Purchasing Contact:  
**Jacqueline Shirley**

Telephone Number:  
**(860) 622-2327**

**STATE OF CONNECTICUT**  
**DEPARTMENT OF INFORMATION TECHNOLOGY**  
**CONTRACTS & PURCHASING DIVISION**  
**101 EAST RIVER DRIVE, 4<sup>th</sup> Floor**  
**EAST HARTFORD, CT 06108-3274**

Contract Award Number <b>06ITZ0068</b>
Contract Award Date <b>August 1, 2006</b>
SUPPLEMENT DATE <b>July 15, 2008</b>

**CONTRACT AWARD SUPPLEMENT # 2**

**IMPORTANT:** This is NOT a Purchase Order. Do NOT Produce or Ship without an Agency Purchase Order.

**COMMODITY CLASS/SUBCLASS & DESCRIPTION: 5018, 5020, 5022 - Ballot Marking Device for accessibility by individuals with disabilities including Equipment, Products, Supplies and Services**

FOR: **Secretary of the State's Office**  
**210 Capitol Avenue**  
**Hartford, CT 06106**

TERM OF CONTRACT:  
**One Year (1 Year)Contract Term with Extension**  
**Options at the State's Sole Discretion**

*"All other Terms and Conditions remain the same."*

AGENCY REQUISITION NUMBER: **SOS0000016**

**NOTICE TO CONTRACTORS:** This Contract Award Supplement is not an order to ship. The using agency or agencies on whose behalf the contract is made will furnish purchase orders against contracts. Send invoices directly to the using/ordering agency per instructions on the purchase order.

**Supplement #2 Adds/Changes the following:**

- **Extends the Contract Expiration Date to July 30, 2009**

**APPROVED**

Date Issued: **July 15, 2008**

**Jacqueline Shirley**  
**Director of Contract & Purchasing Division**  
(Original Signature on Document in Procurement Files)

CONTRACT SUPPLEMENT  
SP-37 Rev. 01/02

Purchasing Contact:  
**Jacqueline Shirley**

Telephone Number:  
**(860) 622-2327**

**STATE OF CONNECTICUT**  
**DEPARTMENT OF INFORMATION TECHNOLOGY**  
**CONTRACTS & PURCHASING DIVISION**  
**101 EAST RIVER DRIVE, 4<sup>th</sup> Floor**  
**EAST HARTFORD, CT 06108-3274**

Contract Award Number <b>06ITZ0068</b>
Contract Award Date <b>August 1, 2006</b>
SUPPLEMENT DATE <b>July 31, 2007</b>

**CONTRACT AWARD SUPPLEMENT # 1**

**IMPORTANT:** This is NOT a Purchase Order. Do NOT Produce or Ship without an Agency Purchase Order.

**COMMODITY CLASS/SUBCLASS & DESCRIPTION: 5018, 5020, 5022 - Ballot Marking Device for accessibility by individuals with disabilities including Equipment, Products, Supplies and Services**

FOR: **Secretary of the State's Office**  
**210 Capitol Avenue**  
**Hartford, CT 06106**

TERM OF CONTRACT:

**One Year (1 Year)Contract Term with Extension Options at the State's Sole Discretion**

*"All other Terms and Conditions remain the same."*

AGENCY REQUISITION NUMBER: **SOS0000016**

**NOTICE TO CONTRACTORS:** This Contract Award Supplement is not an order to ship. The using agency or agencies on whose behalf the contract is made will furnish purchase orders against contracts. Send invoices directly to the using/ordering agency per instructions on the purchase order.

**Supplement #1 Adds/Changes the following:**

- **Extends the Contract Expiration Date to July 30, 2008**

**APPROVED**

Date Issued: **July 31, 2007**

**Jacqueline Shirley**  
**Director of Contract & Purchasing Division**  
(Original Signature on Document in Procurement Files)

CONTRACT AWARD  
SP-38 Rev. 03/06

Purchasing Contact:  
**Jacqueline Shirley**

Telephone Number:  
**(860) 622-2327**

**STATE OF CONNECTICUT**  
**DEPARTMENT OF INFORMATION TECHNOLOGY**  
**CONTRACTS & PURCHASING DIVISION**  
**101 EAST RIVER DRIVE, 4<sup>th</sup> Floor**  
**EAST HARTFORD, CT 06108-3274**

Contract Award #

**06ITZ0068**

Contract Award Date

**August 1, 2006**

Expiration Date

**July 31, 2007**

**CONTRACT AWARD**

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

COMMODITY CLASS/SUBCLASS & DESCRIPTION: **5018, 5020, 5022 - Ballot Marking Device for accessibility by individuals with disabilities including Equipment, Products, Supplies and Services**

FOR:	<b>Secretary of the State's Office</b> <b>210 Capitol Avenue</b> <b>Hartford, CT 06106</b>	DELIVERY DATE REQ'D: <b>60 Days A.R.O.</b>	
		TERM OF CONTRACT: <b>One Year (1 Year) Contract Term with Extension Options at the State's Sole Discretion</b>	
		AGENCY REQUISITION NUMBER: <b>SOS00000016</b>	
IN STATE (NON-SB) CONTRACT VALUE	DAS CERTIFIED SMALL BUSINESS CONTRACT VALUE	OUT OF STATE CONTRACT VALUE	TOTAL CONTRACT AWARD VALUE
—	—	<b>\$880,000.00</b>	<b>\$880,000.00</b>

**NOTICE TO CONTRACTORS:** This notice of award is not an order to ship. The using agency or agencies on whose behalf the contract is made will furnish purchase orders against contracts. Send invoices directly to the using/ordering agency per instructions on purchase order.

**NOTE:** Dollar amounts listed next to each contractor are possible award amounts, however, they do not reflect any expected purchase amounts (actual or implied). They are for CHRO use only.

**NOTICE TO AGENCIES:** A complete explanatory report shall be furnished promptly to the Director concerning items delivered and/or services rendered on orders placed against awards listed herein which are found not to comply with the specifications or which are otherwise unsatisfactory from the agency's viewpoint, as well as failure of the contractor to deliver within a reasonable period of time specified. Please issue orders and process invoices promptly.

- ▶ **CASH DISCOUNTS:** Cash discounts, if any, shall be given SPECIAL ATTENTION, but such cash discount shall not be taken unless payment is made within the discount period.
- ▶ **PRICE BASIS:** Unless otherwise noted, prices include delivery and transportation charges fully prepaid f.o.b. agency. No extra charge is to be made for packing or packages.

**CONTRACTOR INFORMATION:**

Company Name: **IVS LLC**

Address: **10001 Linn Station Road, Suite 205, Louisville, Kentucky 40223**

Tel. No.: **(502) 426-7905**

Fax No.: **(502) 425-9549**

Contract Value: **\$880,000.00**

**(888) 888-6952 (Toll Free)**

Contact Person: **Gail Hart**

Vendor ID #: **0000088342**

Delivery: **60 Days ARO**

Certification Type: **None**

Terms: **Net 45 Days**

Supply to Political Sub-Divisions: **No**

(SBE, MBE, WBE or None)

Company E-mail Address: **[GHart@IVSLLC.com](mailto:GHart@IVSLLC.com)**

**APPROVED**

**Jacqueline Shirley**

**Director of IT Contracts & Purchasing Division**

(Original Signature on Document in Procurement Files)

**Date Issued: August 1, 2006**

**STATE OF CONNECTICUT**  
**DOIT - CONTRACTS & PURCHASING DIVISION**

<b>Award Number</b> <b>06ITZ0068</b>
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Purchasing Contact:  
**Jacqueline Shirley**

Telephone Number:  
**(860) 622-2327**

E-Mail Address:  
[Jacqueline.Shirley@ct.gov](mailto:Jacqueline.Shirley@ct.gov)

<b>CONTRACT AWARD SCHEDULE</b>  <b>06ITZ0068</b>
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CONTRACT AWARD DATE <b>August 1, 2006</b>	
DELIVERY <b>60 Days A.R.O.</b>	
PAYMENT TERMS <b>Net 45 Days</b>	CASH DISCOUNT -- % -- Days

**Pricing includes all transportation charges FOB State Agency.**

**Page 1 OF 2**

VENDOR NAME: <b>IVS LLC</b>
VENDOR ID#: <b>0000088342</b>

**Department of Information Technology is issuing this contract award for  
The Secretary of the State's Office  
for  
A Ballot Marking Device for accessibility by individuals with disabilities  
Price includes: Equipment, Products, Supplies and Services**

DETAILED LISTING OF ALL EQUIPMENT, PRODUCTS, SUPPLIES AND SERVICES	QTY	UNIT OF MEASURE	UNIT PRICE	TOTAL PRICE
1) Start-Up Fee (Programming, Testing, Hardware and Software Installation, Telecom Installation at the Central Location.	1	Each	\$495,000.00	\$495,000.00
2) Annual Service Fee (Programming, Ballot Set-Up and Testing, Audio Recording, Hardware and Software Maintenance, Repairs, Telecom Installation and Services at Central Location, Toll Free 800 Numbers for all Polling Sites to call the System.	1	Each	\$385,000.00	\$385,000.00

**This will be a Total Award of \$880,000.00**

**Vendor Contact:** Gail Hart

Address: 10001 Linn Station Road, Suite 205, Louisville, Kentucky 40223

Phone: (502) 426-7905 or (888) 888-6952 FAX: (502) 425-9549 E-mail: [GHart@IVSLLC.com](mailto:GHart@IVSLLC.com)

**Representative that will Service Ballot Marking Devices:**

Name: Laura Ried

Address: 10001 Linn Station Road, Suite 205, Louisville, Kentucky 40223

Phone: (502) 426-7905 or (888) 888-6952 FAX: (502) 425-9549 E-mail: [LRied@IVSLLC.com](mailto:LRied@IVSLLC.com)

**NOTES:**

1. Vendor must comply with the Standard & Special Bid and Contract Terms and Conditions
2. Prices include equipment, installation including all software/cards/memory necessary, cables, delivery, and warranty. All hardware components and software must be installed and configured before delivery. Everything must be Year 2000 Compliant.

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**All correspondence regarding this contract award must be in writing and submitted to:**

Jacqueline Shirley, Contract Award # **06ITZ0068**  
DOIT - Contract & Purchasing Division  
101 East River Drive, 4<sup>th</sup> Floor  
East Hartford, CT 06108

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**STATE OF CONNECTICUT**  
**DEPARTMENT OF INFORMATION TECHNOLOGY**  
**CONTRACTS & PURCHASING DIVISION**  
**101 EAST RIVER DRIVE, 4<sup>th</sup> Floor**  
**EAST HARTFORD, CT 06108-3274**  
[www.ct.gov/doit](http://www.ct.gov/doit)

<b>AWARD NUMBER</b> <b>06ITZ0068</b>
<b>Purchasing Contact:</b> Jacqueline Shirley
<b>E-mail Address:</b> <a href="mailto:Jacqueline.Shirley@ct.gov">Jacqueline.Shirley@ct.gov</a>
<b>Fax:</b> (860) 610-0857

<b>SPECIAL TERMS AND CONDITIONS</b> Rev. 03/06	<b>STATE OF CONNECTICUT</b> <b>DEPARTMENT OF INFORMATION TECHNOLOGY</b> <b>CONTRACTS &amp; PURCHASING DIVISION</b> <b>101 EAST RIVER DRIVE, 4<sup>th</sup> Floor</b>  <b>EAST HARTFORD, CT 06108-3274</b>	<b>Award Number</b> <b>06ITZ0068</b>
<i>Purchasing Contact:</i> <b>Jacqueline Shirley</b>		<i>Page 1 of 2</i>
<i>Telephone Number:</i> <b>(860) 622-2327</b>		

**SPECIAL TERMS AND CONDITIONS**

- Contractor's proposed device must be delivered, tested, and ready for operation as well as having necessary personnel trained in the use of the machines prior to the general elections in November, 2006.
- Bidders must supply their earliest guaranteed delivery time (A.R.O.) and be specific.
- Bidders must include all ancillary costs associated with the acquisition of a product or service in their bid. Failure to include specific reference to an applicable cost will be interpreted as that cost being included in the product or service price.
- Bidders must be able, at the State's option, to demonstrate any/all proposed hardware/software products. Any required benchmark demonstration must be provided at a site approved by the State and without cost to the State.
- Bidders must certify that their bid is good for the term of the contract award.
- Bidders agree to accept purchase orders for additional quantities beyond that specified in this document for a period of 6 months after an award unless further extended by mutual consent or equipment is no longer available.
- The State reserves the right to request complete documentation for any item proposed. Failure to provide said documentation upon request might result in disqualification from an award.
- Notwithstanding any provision or language in this contract to the contrary, the Chief Information Officer may terminate this contract whenever he/she determines in his/her sole discretion that such termination is in the best interests of the State. Any such termination shall be effected by delivery to the Contractor of a written notice of termination. The notice of termination shall be sent by registered mail to the Contractor address furnished to the State for purposes of correspondence or by hand delivery. Upon receipt of such notice, the Contractor shall both immediately discontinue all services affected (unless the notice directs otherwise) and deliver to the State all data, drawings, specifications, reports, estimates, summaries, and such other information and materials as may have been accumulated by the Contractor in performing his duties under this contract, whether completed or in progress. All such documents, information, and materials shall become the property of the State. In the event of such termination, the Contractor shall be entitled to reasonable compensation as determined by the Chief Information Officer of the Department of Information Technology, however, no compensation for lost profits shall be allowed.

## **SPECIAL TERMS AND CONDITIONS**

(Page 2 of 5)

### **9. TANGIBLE PERSONAL PROPERTY PROVISION**

For the entire term of the Agreement and any and all of its extensions, the Contractor, on its own behalf and on behalf of all of its Affiliates, shall comply fully with the provisions of Conn. Gen. Stat. §12-411b, including, but not limited to, the following:

- (1) The Contractor and its Affiliates shall collect and remit to the State of Connecticut, Department of Revenue Services, on behalf of its customers any Connecticut use tax due under the provisions of Chapter 219 of the Connecticut General Statutes for items of tangible personal property sold by the Contractor or by any of its Affiliates in the same manner as if the Contractor and such Affiliates were engaged in the business of selling tangible personal property for use in Connecticut and had sufficient nexus under the provisions of Chapter 219 to be required to collect Connecticut use tax;
- (2) A customer's payment of a use tax to the Contractor or its Affiliates relieves the customer of liability for the use tax;
- (3) The Contractor and its Affiliates shall remit all use taxes they collect from customers no later than the last day of the month of the calendar quarter that follows the effective date of this Agreement or the last day of the tax collection period during which the tax was collected, whichever is later. Notwithstanding the previous sentence, if the Agreement provides for an earlier date, then that earlier date shall control;
- (4) The Contractor and its Affiliates are not liable for use tax billed by them but not paid to them by a customer; and
- (5) If the Contractor or its Affiliates fail to remit use taxes collected on behalf of their customers by the date required above, then they shall be subject to the interest and penalties provided for persons required to collect sales tax under Chapter 219 of the Connecticut General Statutes.

For purposes of this section of the Agreement, the word "Affiliate" means any person, as defined in Conn. Gen. Stat. §12-1, that controls, is controlled by, or is under common control with another person. A person controls another person if the person owns, directly or indirectly, more than ten per cent of the voting securities of the other person. The word "voting security" means a security that confers upon the holder the right to vote for the election of members of the board of directors or similar governing body of the business, or that is convertible into, or entitles the holder to receive, upon its exercise, a security that confers such a right to vote. "Voting security" includes a general partnership interest.

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

**10. Bidders must bid on all new equipment only.**

**11. Bidders cannot substitute for a manufacturer's installed components.**

## **SPECIAL TERMS AND CONDITIONS**

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12. Bidders must provide an annual price for maintenance of hardware and software. Bidders offering various maintenance plans must submit descriptions and pricing on all available plans. In describing your company's maintenance plans include: location of support center and guaranteed response times. Any award for said maintenance would be at the option of the state.
13. Bidder awards normally are made utilizing the Purchasing Division STANDARD BID AND CONTRACT TERMS AND CONDITIONS (SP-7A) or as specifically amended by the Special Bid and Contract Terms and Conditions contained herein.

If other than the aforementioned terms and conditions are to be utilized, i.e. an existing agreement or other specifically negotiated terms and conditions they must be clearly stated in the bid. The State reserves the right to reject any bid that does not comply with the State's contractual requirements.

## **ENERGY STAR REQUIREMENTS**

14. All personal computers, notebook (laptop) computers, monitors, and desktop printers must meet U. S. Environmental Protection Agency Energy Star requirements for energy efficiency. Printers intended for high volume use in LAN environments are exempt from this requirement.
15. Personal computer, notebook computer and monitor recovery times from low power state to full power shall take no more than five seconds.
16. Personal computers, notebook computers and monitors must support (be compliant with) VESA DPMS and should support a minimum of three energy saving or operational modes: normal, standby and low power.
17. The Bidder must ship all personal computers, notebook computers, monitors, and desktop printers with the Energy Star low power feature activated or enabled.
18. All Systems MUST be DMI 2.0 Compliant with appropriate BIOS extensions, wired for Management WFM 2.0, remote wake on LAN capable, multiple remote boot protocol supported.

### **19. LICENSING:**

The Contractor shall grant to the State or its successors, a perpetual, non-exclusive, non-transferable, royalty-free license in the State's name to use all software, documentation and other deliverables that are proprietary to Contractor or proprietary to any third parties.

### **20. TRAINING MATERIALS AND USER MANUALS:**

User manuals and other training materials, in printed and/or electronic format, prepared by the Contractor for use of the ballot marking device by poll workers and voters, is required to be submitted with each bid. This shall include samples or brochures and related materials specific to other jurisdictions where the device has been implemented.

### **21. TRAINING/INSTRUCTION OF PERSONNEL:**

Within five business days of delivery of product, the contractor shall provide instruction by qualified personnel sufficient to ensure that the product is operated and operator maintained so as to perform to the full extent of its design capabilities. The Office of the Secretary of the State shall designate personnel that are to receive instruction.

Contractor shall provide training for designated personnel in the following areas:

1. Prior to delivery, training on unpacking, assembling and acceptance testing of the equipment;

## **SPECIAL TERMS AND CONDITIONS**

(Page 4 of 5)

2. Training for proper use of the equipment, including maintenance, storage and transportation procedures;
3. Training in procedures to be used to accomplish ballot programming and/or installation; and
4. Instruction manuals that include procedures to be followed by poll workers. The Contractor shall allow duplication of these manuals, or shall supply sufficient copies for distribution to all election officials.

### **22. PRODUCT INSTRUCTION MANUALS:**

Simultaneous with delivery, the contractor shall furnish to the authorized user a complete instruction manual for the product and for each components supplied. The manual shall include complete instructions for unpacking, inspecting, installing, adjusting, aligning, and operating the product, together with layout and interconnection diagrams, schematic and wiring diagrams, preventive and corrective maintenance procedures, and complete parts lists, manufacturer's catalog numbers, and ordering information, if applicable. This requirement is separate from and in addition to materials previously provided with the bid.

### **23. TRAVEL EXPENSES:**

Travel will be reimbursed only if the travel is approved in advance by the contracting agency.

Reimbursement for per diem Contractor travel will be handled as follows:

- Mileage will be reimbursed at the rate paid to State Managers. In-state travel will be reimbursed using the standard Department of Transportation mileage charts. Interstate travel will be reimbursed based upon mileage calculations readily available on a common Internet site (i.e., Yahoo, Lycos and similar sites). Tolls, taxi, shuttle service, parking and other travel charges will require receipts for reimbursement.
- Meals will be reimbursed at the rate paid to State Managers, using Connecticut rules. Tax and gratuity will be added to the meal reimbursement.
- Travel by air or rail will be reimbursed at the most economical available rate. Receipts must be provided to support charges.
- Lodging will be reimbursed at the most economical available rate. Receipts must be provided to support charges.

### **24. DELIVERY:**

Delivery of the voting systems shall include but not be limited to all software, hardware, and documentation that is needed to support election activities. The Contractor shall deliver, at its sole cost and expense, the ballot marking device, software, documentation and supplies, as detailed below, to specific locations at times designated by the State.

Contractor must coordinate delivery of the ballot marking device, software, documentation and supplies with each city and town as listed herein.

Such services shall include but not be limited to:

1. Training of personnel identified by the Secretary of the State;
2. Warranty, support, and maintenance of equipment and software;
3. System software upgrades;
4. Election administration support;
5. Ballot programming and administration; and
6. Complete system installation, set-up and testing (including software and hardware installation and set-up) at one central location.

## **SPECIAL TERMS AND CONDITIONS**

(Page 5 of 5)

### **25. 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. Department ordered de-installation, relocation and reinstallation of any Product previously installed which requires Supplier assistance shall be at a Department's at a mutually agreed upon price.

### **26. 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 non-designated third parties that have need to know and agree to abide by the terms of this Section 13.) 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 13. shall survive the termination of this Agreement.

<b>TERMS &amp; CONDITIONS</b> SP-7A (IT) Rev. 03/06	<b>STATE OF CONNECTICUT</b> <b>DOIT – CONTRACTS &amp; PURCHASING DIVISION</b> 101 EAST RIVER DRIVE EAST HARTFORD, CT 06108-3274  <b>STANDARD BID AND CONTRACT TERMS AND CONDITIONS</b>	<b>Award Number</b>  <b>06ITZ0068</b>  <b>Page 1 of 6</b>
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**SCOPE**

These Standard Bid and Contract Terms and Conditions are a part of each Invitation to Bid and Contract Award. Unless otherwise stated or the context clearly so indicates, these terms and conditions apply in like force to contracts for the purchase of personal property and contractual services.

All Invitations to Bids issued by the Department of Information Technology's Contracts & Purchasing Division will bind Bidders to the terms and conditions herein set forth, **except** as specifically qualified in *Special Bid and Contract Terms and Conditions* issued in connection with any individual Invitation to Bid.

**DEFINITIONS**

*As used herein, as well as in all specifications, Invitation to Bids, awards, contracts, etc., issued by the Contracts & Purchasing Division the following definitions shall apply, unless otherwise indicated:*

**State:** The State of Connecticut

**Contracts Division:** Department of Information Technology, Contracts & Purchasing Division of the State of CT

**Agency:** Any or all State Departments, Institutions and Agencies,

**Bidder:** Any Individual, Firm or Corporation submitting bids on an invitation to Bid issued by the Contracts & Purchasing Division

**Contractor:** Any Individual, Firm or Corporation to which a contract is awarded against a bid submitted

**Invitation to Bid:** The document, which states, for the information of prospective suppliers, the terms and conditions under which a specified procurement will be made in a particular instance

**Bid:** An offer submitted in response to an Invitation to Bid, to furnish supplies or services to the State under certain prescribed conditions, at a stated price

**Lowest Responsible Qualified Bidder:** The bidder whose bid is the lowest of those bidders possessing the skill, ability and integrity necessary for faithful performance of the work based on criteria set forth in the bid proposal and considering past performance and financial responsibility

**Contract:** The acceptance by the State of an offer by a bidder to furnish supplies or services at a stated price in response to an invitation for bids

Any alleged oral Contract or arrangement made by a Bidder or Contractor with any State Agency, the Contracts & Purchasing Division, or an employee of the Division, will be disregarded.

**SUBMISSION OF BIDS**

1. Bids must be submitted on and in accordance with forms supplied by the Contracts Division. Telephone or facsimile bids will not be accepted under any circumstances in response to a sealed Invitation to Bid.

2. The time and date bids are to be opened is given in each bid issued. Bids received after the specified time and date of bid opening shall not be considered. All bids must be sealed in envelopes supplied by the Bidder. All bids must be addressed to the State of Connecticut, Dept. of Information Technology, Contracts & Purchasing Division, 101 East River Drive, East Hartford, Connecticut 06108-3274. Sealed Bid envelopes must clearly indicate the bid number as well as the date and time of the opening of the bid. The name and address of the Bidder should appear in the upper left-hand corner of the envelope.

3. Bidders are cautioned to verify their bids, before submission, as amendments to bids submitted, if received by the Contracts Division after time specified for opening of bids, shall not be considered. This applies to bids sent by mail and those delivered in person. An original and one (1) copy of the bid shall be returned to the Contracts and Purchasing Division. Bids shall be handwritten in ink, typewritten, or computer prepared. Bids submitted in pencil shall be rejected. A person duly authorized to sign bids on behalf of the bidder shall sign all bids. **Unsigned bids shall be rejected. All signatures shall be original signatures**, unless there is specific authorization from the Contracts and Purchasing Division for the use of non-manual forms of signature. **Bidders are cautioned that the person signing form SP-26, Bid Proposal page or his authorized**

**designee must initial errors, alterations or corrections on both the original and copy of form SP-16, Bid Schedule page.** This includes erasures; alterations, corrections, whiteout, or any "cover up method" to change the unit price, total price, quantity, unit and description of commodities and/or services. Failure to do so shall **result in automatic rejection of the bid**. In the event an authorized designee initials the correction, there must be written authorization from the person signing the Bid Proposal.

4. All information required in the bid documents must be submitted to constitute a formal bid. Failure to provide such information and incomplete bid forms may result in disqualification of bid. Any Addendum issued after the bid posting and before bid closure, must be signed by an authorized representative of the bidder and returned with the bid or before the bid opening. Failure to sign and return any addendum will result in rejection of the bid.

5. Conditional bids are subject to rejection in whole or in part. A conditional bid is defined as one which limits, modifies, expands, or supplements any of the terms and conditions and/or specifications of the Invitation to Bid.

6. Bids may be submitted for all or any part of total quantities or for any or all agency requirements listed in the bid, unless otherwise specifically indicated.

7. Alternate bids will not be considered unless specifically called for in the Invitation to Bid. An alternate bid is defined as one that is submitted in addition to the bidder's primary response to the specified bid. Multiple bid(s) shall not be considered for any item unless specifically requested in the bid. A multiple bid is defined as more than one response to the same Bid by the same bidder whether on a separate bid form or attached to initial bid response.

8. Unless limited by the term "no substitute," the use of the name of a manufacturer or of any particular make, model, or brand in describing an item, does not restrict bidders to that manufacturer or specific article. This means it is being used simply to indicate the character or quality of the article so described: but the article offered must be of such character and quality and include any applicable options, accessories, etc. That it will serve the purpose for which it is to be used equally as well as that specified, and shall be deemed by the State to be so warranted by the bidder. Bids on comparable items must clearly state the exact article being offered including any and all applicable options, accessories, etc., and bidder shall furnish such other information concerning the article being, offered as will be helpful in evaluating its acceptability for the purpose intended. If the bidder does not indicate that the article he offers is other than as specified, it will be understood that the bidder is offering, the article exactly as specified.

9. Prices should be extended in decimals, not fractions; to be net, and shall include transportation and delivery charges fully prepaid by the contractor to the destination specified in the bid, and subject only to cash discount.

10. In accordance with section 12-412 of the Connecticut General Statutes, the State of Connecticut is exempt from the payment of excise, transportation and sales taxes imposed by the Federal Government and/or the State. Such taxes must not be included in bid prices.

11. In the event of a discrepancy between the unit price and the extension, the unit price shall govern. Any discrepancy between the two copies of the bid schedule submitted shall result in rejection of bids for items so affected, except in the event of bids awarded on a total basis, in which case the lower total price will be considered in making the award.

12. Bidder declares that the bid is not made in connection with any other Bidder submitting, a bid for same commodity or commodities, and is in all respects fair and without collusion or fraud. Whenever a non-collusive bid statement form is issued as part of an invitation for bids, such statement must be completed in every detail or bid may be subject to rejection.

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13. All bids will be opened and read publicly, unless stated otherwise. Bidders may be present or be represented at all openings. Upon award, bids are subject to public inspection by appointment during normal business hours of the Contracts and Purchasing Division. Summaries of bids received are not distributed by the Contracts and Purchasing Division nor given out by telephone.

14. The Contracts Division reserves the right to amend or cancel an Invitation to Bid prior to the date and time of bid opening.

**GUARANTY OR SURETY**

15. A guaranty that bidder will execute contract and furnish performance surety, when requested and within ten (10) days after execution date of contract, shall, if required, be submitted with bid. Guaranty may be submitted in any one of the following forms:

- a. Annual bid bond in the amount of \$5,000.00 to cover all bids up to \$50,000.00 submitted within one year.
- b. Individual bid bond for up to ten (10) percent of the total amount of each separate bid.
- c. Certified check made payable to "Treasurer, State of Connecticut," for up to ten (10) percent of the total amount of each separate bid.

16. Performance surety binding the Contractor faithfully to fulfill the obligations of his bid as accepted may be required. Such surety in an amount up to one hundred (100) percent of each separate award, may be submitted in the form of a performance bond, of a licensed surety company, certified check or irrevocable letter of credit from a Commercial Banking Institution.

17. Bonds must meet the following requirements:

- a. Corporation: An official of the corporation above his official title must sign the Bond and the corporate seal must be affixed over his signature.
- b. Firm or Partnership: All the partners must sign the bond and indicate they are "Doing Business As (name of firm)".
- c. Individual: The Individual owning the business and indicated "Owner" must sign the bond.
- d. The surety company executing the bond must be licensed to do business in the State of Connecticut, or a company so licensed must countersign bond.
- e. An official of the surety company must sign the bond and the corporate seal must be affixed over his signature.
- f. Signatures of two witnesses for both the principal and the surety must appear on the bond.
- g. Power of Attorney for the official signing the bond for the surety company must be submitted with the bond, unless such Power of Attorney has previously been filed with the Division.

**SAMPLES**

18. All specifications are minimum standards. Accepted bid samples do not supersede specifications for quality. However, if any accepted bid sample is superior in quality to the specifications. All deliveries shall have the same identity and quality as the accepted bid sample.

19. Samples, when required, must be submitted strictly in accordance with instructions: otherwise bid may not be considered. If samples are requested subsequent to opening, of bids, they shall be delivered as specified in bid. Samples must be furnished free of charge and must be accompanied by descriptive memorandum indicating if the Bidder desires their return, provided they have not been used or made useless by test. Samples may be held for comparison with deliveries. Bidders may retrieve samples at the Contracts & Purchasing Division.

20. When the bid indicates that an item is to be equivalent to a sample, such samples will be on display at the Contracts and Purchasing Division unless another location is specified. Failure on the part of a Bidder to examine sample shall not entitle him to any relief from the conditions imposed by the Invitation to Bid.

**AWARD**

21. Award will be made to the lowest, responsible, qualified Bidder. Past performance and financial responsibility shall always be factors in making this determination. The quality of the articles or services to be supplied, their conformity with specifications, their suitability to the requirements of the State, the delivery terms and administrative costs of the State as currently prescribed by the Contracts & Purchasing Division, will be taken into consideration in making the award.

22. The Contracts & Purchasing Division reserves the right to award by item, or part thereof, groups of items, or all items of the bid; to reject any and all bids in whole or in part; to waive minor irregularities and omissions if, in the Contracts and Purchasing Division's judgment, the best interest of the State will be served.

23. The Contracts & Purchasing Division reserves the right to make awards within thirty (30) days or an earlier date specified by a Bidder in his bid, such awards shall be conditioned upon Bidder's acceptance.

24. A Bidder, if requested, must be prepared to present evidence of experience, ability, service facilities, factory authorization and financial standing necessary to meet satisfactorily the requirements set forth or implied in the bid.

25. The quantities listed in the bid schedule may be increased or decreased by the Contracts & Purchasing Division to meet new or amended requirements of state agencies between the time the bid is issued and the time award is made, subject to the Bidder's acceptance.

26. All other factors being equal, preference may be given to resident Bidders of the State and to commodities produced or manufactured in the State.

27. Bidders may offer cash discount for prompt payment, but such cash discount will not be taken into consideration in determining low bidder except in the case of tie bids.

28. The Contracts & Purchasing Division reserves the right to reject the bid of any bidder in default of any prior contract or guilty of misrepresentation, or of any company having as its sales agent or representative, or member of the firm, an Individual in default or guilty of misrepresentation

29. The Contracts & Purchasing Division reserves the right to correct inaccurate awards resulting from their clerical or administrative errors.

**CONTRACT**

30. Each bid will be received with the understanding that the acceptance in writing, by the Contracts & Purchasing Division of the offer to furnish any or all of the commodities or services described therein, shall constitute a contract between the Bidder and the State, which shall bind the Bidder on his part to furnish and deliver the commodities and/or services at the prices given and in accordance with conditions of said accepted bid and specification and Standard Bid and Contract Terms and Conditions form SP-7A of current issue and the State on its part to order the commodities and/or services from such contractor, except for causes beyond reasonable control, and subject to the availability of appropriated funds, and to pay for at the contract prices, all commodities or services ordered and delivered. The State reserves the right to order up to ten (10) percent more or less than the quantity listed in the bid or as amended in the award, excludes estimated quantities. C.H.R.O. figures are for reporting purposes only and shall not be part of the contract. Contract acceptance is not an order to ship. See No. 40.

31. Subject to the acceptance of the contractor quantities may be ordered against contracts by State Agencies not originally or specifically mentioned. Quantities may also be transferred between agencies under an adjustment in transportation costs providing such transportation costs are based on separately determined delivery costs to individual agencies.

32. No alterations or variations of the terms of contract shall be valid or binding upon the State unless made in writing and signed by the Contracts & Purchasing Division.

33. Contracts will remain in force for the full period specified unless:

- a. Terminated prior to expiration by satisfactory delivery against orders of entire quantities contracted for.

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**STANDARD BID AND CONTRACT TERMS AND CONDITIONS**

b. Extended upon written authorization of the Contracts & Purchasing Division and accepted by Contractor, to permit ordering of unordered balances or additional quantities at contract price and in accordance with contract terms.

34. It is mutually understood and agreed that the Contractor shall not assign, transfer, convey, sublet, or otherwise dispose of his contract or his right, title or interest therein, or his power to execute such contract, to any other person, firm or corporation, without the previous written consent of the Contracts & Purchasing Division.

35. Emailing or faxing a notice of award to a bidder will constitute notice of acceptance of contract. If any bidder refuses to accept, a contract awarded to him within ten (10) days of said notice, such contract may be awarded to the next lowest responsible qualified bidder, and so on until such contract is awarded and accepted. Refusal to accept a contract after the ten (10) day period shall not be considered and such bidder shall be subject to the provisions of paragraph 38.

36. Notwithstanding any provisions of language in this contract to the contrary, the Chief Information Officer may terminate this contract whenever he/she determines in his/her sole discretion that such termination is in the best interests of the State. Any such termination shall be effected by delivery to the Contractor of a written notice of termination. The notice of termination shall be sent by registered mail to the Contractor address furnished to the State for purposes of correspondence or by hand delivery. Upon receipt of such notice, the Contractor shall both immediately discontinue all services affected (unless the notice directs otherwise) and deliver to the State all data, drawings, specifications, reports, estimates, summaries, and such other information and materials as may have been accumulated by the Contractor in performing his duties under this contract, whether completes or in progress. All such documents, information and materials shall become the property of the State. In the event of such termination, the Contractor shall be entitled to reasonable compensation as determined by the Chief Information Officer of the Department of Information Technology, however, no compensation for lost profits shall be allowed.

37. The contract may be canceled or annulled by the Contracts & Purchasing Division upon nonperformance of contract terms or failure of the Contractor to furnish performance surety within ten (10) days from date of request. Any unfulfilled deliveries against such contract may be purchased from other sources at the Contractor's expense.

38. Failure of a Contractor to deliver articles or perform services within the time specified on his bid proposal, or as amended by the Contractor and accepted by the Contracts & Purchasing Division, or within reasonable time as interpreted by the Contracts & Purchasing Division, or failure to make replacement of rejected commodities or fulfill unperformed services when so requested, immediately or as directed by the Contracts & Purchasing Division, will constitute authority for the Contracts & Purchasing Division to purchase on the open market, commodities or services to replace those which have been rejected, not delivered, or not performed. The Contracts & Purchasing Division reserves the right to authorize immediate purchases on the open market against rejections on any contract when necessary. On all such purchases, the Contractor agrees to promptly reimburse the State for excess cost occasioned by such purchases. Such purchases will be deducted from the contract quantities. However, should public necessity demand it, the State reserves the right to use or consume commodities delivered which are substandard in quality, subject to an adjustment in price to be determined by the Contracts & Purchasing Division.

39. When commodities must be removed by the Contractor from the premises of the Agency within forty-eight (48) hours after notification, unless public health and safety require immediate destruction or other disposal of such rejected delivery. Rejected items left longer than forty-eight (48) hours will be considered as abandoned and the State shall have the right to dispose of them as its own property.

40. Contract acceptance is not an order to ship. Purchase Orders against contracts will be placed by Agencies directly with the Contractor. All orders must be in writing and must bear the contract number and approval of the State Comptroller. Contractor making delivery without formal written order does so at his own risk.

41. The Contracts & Purchasing Division reserves the right to disqualify/make ineligible remove from mailing list for future bids for an indeterminate period, the name of any Bidder for failure to accept contract, (after 10 days notice as defined in par. 36) or the name of any Contractor for unsatisfactory performance of contract or failure to reimburse the State for open market purchases made to contractor or default as outlined in paragraph 38.

*CONTRACT GUARANTY*

42. Contractor hereby agrees to:

- a. Perform contract in accordance with the specifications and bid under which the contract was awarded.
- b. Save the state, its agents, or employees harmless from liability of any kind for the use of any copyrighted composition, secret process, patented invention, article or appliance furnished or used in the performance of the contract of which the contractor is not the patentee, assignee, or licensee.
- c. Guarantee products against defective material or workmanship and to repair or replace any damage or marring occasioned In transit.
- d. Furnish adequate protection from damage for all work and to repair damages of any kind, for which he or his workmen are responsible, to the premises or equipment, to his own work or to the work of other contractors.
- e. With respect to contracts for the provision of services to pay for all permits, licenses, and fees, and to give all notices and comply with all applicable laws, ordinances, rules and regulations of the city or town in which the service is to be provided, of the State of Connecticut and of the federal government.
- f. With respect to contracts for the provision of services to carry proper insurance to protect the State from loss.

*DELIVERY*

43. It shall be understood and agreed that any and all commodities furnished shall comply fully with all applicable Federal and State laws and regulations.

44. Any equipment delivered must be standard new equipment, latest model, except as otherwise specifically stated in bid. Where any part or nominal appurtenances of equipment are not described, it shall be understood that all the equipment and appurtenances which are usually provided in the manufacturer's stock model shall be furnished.

45. Materials and supplies delivered must be new items except as otherwise specifically stated in bid.

46. Delivery must be made as ordered and in accordance with bid. Unless otherwise specified in the bid, delivery shall be to agency loading, dock or receiving, platform. Contractor or contractor's shipping designee shall be responsible for removal of goods from the carrier and placement on agency loading dock or receiving platform. State receiving personnel are not required to assist in this process. The decision of the Contracts & Purchasing Division as to reasonable compliance with delivery terms shall be final. Burden of proof of delay in receipt of order shall rest with the contractor.

47. Any request for extension of time of delivery from that specified must be approved by the State, such extension applying only to the particular item or shipment.

48. Commodities shall be securely and properly packed for shipment, according to accepted standard commercial practice, without extra charge for packing cases, baling or sacks, the containers to remain the property of the State unless otherwise stated in the Invitation to Bid.

*INSPECTIONS AND TESTS*

49. The Inspection of all commodities and the making of chemical and physical tests of samples submitted with bids and samples of deliveries to determine whether or not the specifications are being complied with shall be made in the manner prescribed by the Contracts & Purchasing Division.

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50. Any item that fails in any way to meet the terms of the contract is subject to rejection or to be paid for at an adjusted price basis. The decision of the Contracts & Purchasing Division shall be final.

**PAYMENT**

51. Unless otherwise specified in the Bid Schedule, payment for all accepted commodities and services, shall be due within forty-five (45) days after receipt of such commodities or services. Bids submitted that require payment in less than forty-five (45) days are subject to rejection. Where there is a question of non performance of contract, payment in whole or in part may be withheld provided the contractor is notified in writing prior to the ending date of the forty-five (45) day payment period. In the event a cash discount for prompt payment is invoiced, the withholding of payments as provided for in this paragraph, shall not deprive the State of the right to take such cash discount.

52. All invoices shall be sent directly to the ordering agency. All inquiries regarding the status of unpaid invoices shall also be directed to the ordering agency. In cases where there is any defect or impropriety in the Contractor's claim, the State agency shall contact the vendors within ten (10) days. If the contractor corrects the defect or impropriety within five (5) business days of being so contacted, and within the forty-five (45) day payment period, it shall not result in the contractor being paid after the expiration of the forty-five day payment period.

53. Contractor shall be allowed to charge interest at a rate of one percent (1%) per month on amounts due whenever any State agency fails to make timely payment in accordance with the provisions of paragraphs 51 and 52 above. Any amount of interest penalty that remains unpaid at the end of any thirty-day period shall be added to the principal amount of the debt and thereafter, interest penalties shall accrue on that amount. The contractor must submit a separate invoice for interest charges.

54. All charges against a Contractor shall be deducted from current obligations that are due or may become due. In the event that collection is not made in this manner, the Contractor shall pay the State, on demand, the amount of such charges. All remittances shall be made payable to Treasurer, State of Connecticut.

55. Payment for the used portion of an inferior delivery will be made by the State on an adjusted price basis determined by the Contracts & Purchasing Division.

**SAVING CLAUSE**

56. It is understood and agreed that the Contractor shall not be held liable for any losses resulting in the fulfillment of the terms of the contract which shall be delayed or prevented by wars, acts of public enemies, strikes, fires, floods, acts of God, or for any other acts not within the control of the Contractor and which by the exercise of reasonable diligence, the Contractor is unable to prevent.

57. Should the performance of any contract be delayed or prevented as set forth in paragraph 56. The Contractor agrees to give immediate written notice and explanation of the cause and probable duration of any such delay.

**ADVERTISING**

58. Reference by suppliers to sales to the State for advertising and promotional purposes without prior approval of the Contracts & Purchasing Division is expressly prohibited.

**RIGHTS**

59. It is expressly stipulated and understood that the State shall have and retain sole and exclusive right and title in and to the (forms) (maps) (material) produced for the State, including all rights to use, distribute, sell, reprint, or otherwise dispose of same. It is further expressly stipulated and understood that the (contractor) (printer) shall not copyright, register, distribute or claim any rights in or to said (forms) (maps) (materials) or the work produced under his contract.

60. The contractor or subcontractor offers and agrees to assign to the public purchasing body all right(s), title and interest in and to all causes of action it may have under Section 4 of the Clayton Act, 15 U.S.C. 15. or under Chapter 624 of the general statutes, arising from the purchase of services, property or intangibles of any kind pursuant to a public purchase contract or subcontract; this assignment shall be made and become

effective at the time the public purchasing body awards or accepts such contract, without further acknowledgment by the parties.

**PACKAGING**

61. All purchases will be in compliance with Public Act 89-227. Effective January 1, 1991 no product shall be shipped or packaged in POLYSTYRENE FOAM if such foam is manufactured using any "controlled substances" as defined under Annex A, Group 1 of the Montreal Protocol on Substances that Deplete the Ozone Layer.

**AMERICANS WITH DISABILITIES ACT**

62. This clause applies to those contractors who are or will be responsible for compliance with the terms of the Americans with Disabilities Act of 1990 ("Act"), Public Law 101-336, during the term of this contract. Contractor represents and warrants that it is familiar with the terms of the Act and that it is in compliance with the Act. Failure of the Contractor to satisfy this standard as the same applies to performance under this contract as it may be amended, will render the contract voidable at the option of the State upon notice to the Contractor, which notice shall be upon such terms and conditions as the state shall determine in its sole discretion. Contractor represents and warrants that it will hold the State, its employees, agents, representatives, officers, successors and assigns harmless and indemnify them from and against any losses, costs, expenses (including, without limitation, attorneys' and other professionals' fees and expenses), legal and equitable damages and liabilities which may arise, directly or indirectly, out of any act of commission or omission of the Contractor concerning compliance with the Act, as the same applies to performance under this contract.

**MANDATES**

63. Everything herein shall comply in every respect with all applicable laws of the Federal Government and/or the State of Connecticut.

Bidders and the awarded contractor will ensure, in good faith, that their participation in the bid process will not raise a question of conflict of interest or a breach of ethics issue under the provisions of the State Ethics Code, specifically §1-84 and §1-85 of the Connecticut General Statutes.

Bidders may not participate in any *ex parte* communications with any of the manufacturers, dealers or other respondents who are responding to an Invitation to Bid. Bidders may not contact the requesting agency or its employees regarding this ITB, unless permitted (in writing) by the Director of the Department of Information Technology or her designee.

Contractor will be in compliance with all applicable federal, state, and local laws and regulations, including but not limited to Connecticut General Statute sections 4a-60 and 4a-60a on nondiscrimination and affirmative action provisions, as well as:

- ▶ Affirmative Action Policy Statement: <http://www.state.ct.us/governor/aapolicy.htm>
- ▶ Sexual Harassment Policy Statement: <http://www.state.ct.us/governor/sexualharasspolicy.htm>
- ▶ Section 16 of P.A. 91-58 nondiscrimination provisions regarding sexual orientation

**EXECUTIVE ORDERS.**

64. The Contract is subject to the provisions of Executive Order No. 7B of Governor M. Jodi Rell, promulgated November 16, 2005, concerning contracting reforms, Executive Order No. Three of Governor Thomas J. Meskill, promulgated June 16, 1971, concerning labor employment practices, Executive Order No. Seventeen of Governor Thomas J. Meskill, promulgated February 15, 1973, concerning the listing of employment openings and Executive Order No. Sixteen of Governor John G. Rowland promulgated August 4, 1999, concerning violence in the workplace, all of which are incorporated into and are made a part of the Contract as if they had been fully set forth in it. At the Contractor's request, DOIT shall provide a copy of these orders to the Contractor. The Contractor agrees that it will hold the State harmless and indemnify the State from any action, which may arise out of any act by the contractor concerning lack of compliance with the laws and regulations stated herein.

Incorporated by reference is Section 4-61dd(g)(1) and 4-61dd(30 and (f) of the Connecticut General Statutes which prohibits bidders and contractors

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from taking adverse action against the State or its employees for disclosing information to the Auditors of Public Accounts or the Attorney General.

***RECORDS, FILES, AND INFORMATION***

65. Incorporated by reference into this contract and Pursuant to Public Act No.01-169, Each contract in excess of two million five hundred thousand dollars between a public agency and a person for the performance of a governmental function shall (1) provide that the public agency is entitled to receive a copy of records and files related to the performance of the governmental function and (2) indicate that such records and files are subject to the Freedom of Information Act and may be disclosed by the public agency pursuant to the Freedom of Information Act.

66. Incorporated by reference into this contract is section 4-61dd(g)(1) and 4-61dd(3) and (f) of the Connecticut General Statutes which prohibits contractors from taking adverse action against employees who disclosed information to the auditors of Public Accounts of the Attorney General.

***HEALTH INSURANCE PORTABILITY AND ACCOUNTABILITY ACT (HIPAA)***

67. Under the Health Insurance Portability and Accountability act (HIPAA) of 1996, Bidders are expected to adhere to the same standards as the stage agency / covered entity as to Protected Health Information (PHI), to maintain compliance with Title 45 CFR Part 164.504, Uses and Disclosures: Organizational Requirements, Bidder Contracts. Protected Health Information (PHI) includes information related to claims, health services, federal and state tax information, financials, criminal / court related information and other personally identifiable records. Bidder agrees that it shall be prohibited from using or disclosing the PHI provided of made available by the state agency / covered entity or viewed while on the premises for any purpose other than as expressly permitted or required by this Contract. These uses and disclosures must be within the scope of the Bidder's services provided to the state agency / covered entity. Bidders shall establish and maintain reasonable safeguards to prevent any use or disclosure of the PHI, other than as specified in this Contract or required by law. Bidder agrees that anytime PHI is provided or made available to any subcontractors or agents, Bidder must enter into a subcontract, which contains the same terms, conditions and restrictions on the use and disclosure of PHI as contained in this Contract. Bidder agrees to make available and provide a right of access to PHI by the individual for whom the information was created and disclosed. Bidder agrees to make information available as required to provide an accounting of disclosures. Bidder agrees to make its internal practices, books, and records relating to the use or disclosure of PHI received from, or created or received by Bidder on behalf of the state agency / covered entity, available to the Secretary of Health and Human Services (HHS) for purpose of determining compliance with the HHS Privacy Regulations. At termination of this contract, Bidder agrees to return or destroy all PHI received from, or created by the state agency / covered entity. If not feasible, extend the protections of this Contract to the PHI an limit further uses and disclosures. Bidder will have procedures in place for mitigating any harmful effects from the use or disclosure of PHI in a manner contrary to this Contract or the HHS Privacy Regulations. Bidder must develop and implement a system of sanctions for any employee, subcontractor or agent who violates this Contract or the HHS Privacy Regulations. The PHI shall be and remain the resources of the state agency / covered entity. Bidder agrees that it acquires no title or rights to the information, including any de-identified information, as a result of this Contract. Bidder Agrees that the stage agency / covered entity has the right to immediately terminate this Contract if the state agency / covered entity determines that Bidder has violated a material term of this HIPAA Compliance Contract above.

# AGENCY SPECIFICATIONS

## **BACKGROUND:**

The Connecticut Secretary of the State's Office is seeking to contract with a firm capable of providing a ballot-marking device that will provide accessibility to the voting process for individuals with disabilities in each of the 779 polling places in the State of Connecticut. The devices need to be delivered, tested and ready for operation as well as having necessary personnel trained in the use of the machines prior to the general elections in November 2006.

## **FEDERAL STANDARDS:**

Pursuant to the Help America Vote Act of 2002, each ballot-marking device shall permit the voter to verify, in a private and independent manner, the votes selected by the voter on the ballot before the ballot is cast. In addition, each ballot-marking device shall provide the voter with the opportunity to change the ballot or correct any error before the ballot is cast. Finally, each ballot-marking device shall notify or prevent a voter from voting for more candidates than a voter is entitled to vote for before the ballot is cast.

Each ballot-marking device shall produce a permanent paper record with a manual audit capacity for such device. The ballot-marking device shall provide the voter with an opportunity to change the ballot or correct any error before the permanent paper record is produced.

Each ballot-marking device shall be accessible for individuals with disabilities, including nonvisual accessibility for the blind and visually impaired, in a manner that provides the same opportunity for access and participation, including privacy and independence, as for other voters. The ballot-marking device shall provide alternative language accessibility (Spanish) for approximately 47 different ballot styles pursuant to the requirements of the Voting Rights Act of 1965 (42 U.S.C. 1973aa-1a).

## **DETAILED LISTING OF ALL EQUIPMENT, PRODUCTS, SUPPLIES AND SERVICES:**

Contractor must list in detail all equipment, products, supplies and services which will be necessary to provide a turnkey, fully functioning operational ballot marking system for use in every voting precinct in the State of Connecticut. Contractor must list each item's Make/Model Number, Description Unit Price, quantity and total price for each item.

## **USE OF STATE OF CONNECTICUT CONTRACTS FOR LISTED ITEMS:**

Contractor must agree to the following. Should the State of Connecticut have a Contractor listed item under contract with a third party and such item could be purchased by the State for a less unit cost than that listed by the Contractor then (1) the Contractor may reduce their item cost to match the existing contract pricing or (2) Agree to work cooperatively with the third party contractor to incorporate such third party items in its solution as if Contractor supplied such items under this Invitation to Bid. Contractor must agree that the State has the right to utilize its contracts to the advantage of the State either by cost or by services. Further should the State decide to utilize a third party contract, as in (2) above, for a third party item Contractor shall reduce its bid total amount by the amount stated in its bid for such item.

## **CONTRACT PERIOD:**

It is the intention of the State to enter into a contract for a term or one (1) year with extension options at the State's sole discretion.

## **DELIVERY:**

Delivery of the voting systems shall include but not be limited to all software, hardware, and documentation that is needed to support election activities. The Contractor shall deliver, at its sole cost and expense, the ballot marking device, software, documentation and supplies, as detailed below, to specific locations at times designated by the State.

Contractor must coordinate delivery of the ballot marking device, software, documentation and supplies with each city and town as listed herein.

Such services shall include but not be limited to:

1. Training of personnel identified by the Secretary of the State;
2. Warranty, support, and maintenance of equipment and software;
3. System software upgrades;
4. Election administration support;
5. Ballot programming and administration; and
6. Complete system installation, set-up and testing (including software and hardware installation and set-up) at one central location.

## **MAINTENANCE:**

For maintenance, bidders will provide an annual price. Bidders offering various maintenance plans must submit descriptions and pricing on all available plans.

**TRAINING MATERIALS AND USER MANUALS:**

User manuals and other training materials, in printed and/or electronic format, prepared by the Contractor for use of the ballot marking device by poll workers and voters, is required to be submitted with each bid. This shall include samples or brochures and related materials specific to other jurisdictions where the device has been implemented.

**TRAINING/INSTRUCTION OF PERSONNEL:**

Within five business days of delivery of product, the contractor shall provide instruction by qualified personnel sufficient to ensure that the product is operated and operator maintained so as to perform to the full extent of its design capabilities. The Office of the Secretary of the State shall designate personnel that are to receive instruction.

Contractor shall provide training for designated personnel in the following areas:

5. Prior to delivery, training on unpacking, assembling and acceptance testing of the equipment;
6. Training for proper use of the equipment, including maintenance, storage and transportation procedures;
7. Training in procedures to be used to accomplish ballot programming and/or installation; and
8. Instruction manuals that include procedures to be followed by poll workers. The Contractor shall allow duplication of these manuals, or shall supply sufficient copies for distribution to all election officials.

**PRODUCT INSTRUCTION MANUALS:**

Simultaneous with delivery, the contractor shall furnish to the authorized user a complete instruction manual for the product and for each components supplied. The manual shall include complete instructions for unpacking, inspecting, installing, adjusting, aligning, and operating the product, together with layout and interconnection diagrams, schematic and wiring diagrams, preventive and corrective maintenance procedures, and complete parts lists, manufacturer's catalog numbers, and ordering information, if applicable. This requirement is separate from and in addition to materials previously provided with the bid.

**DETAILED SPECIFICATIONS:**

The ballot-marking device must be able to be accessible to individuals with disabilities.

The Office of the Secretary of the State may require that the ballot-marking device be tested by a third party such as the University of Connecticut. Contractor shall be required to provide a ballot marking device and associated equipment, at times determined by the Secretary of the State, after an award pursuant to this bid, to the University of Connecticut or such other testing facility as designated by the Secretary of the State. Such testing of these devices may include evaluation of firewalls, virus protections and other security components; and the manual casting of ballots on the device, in sufficient quantities to demonstrate the device's ability to mark ballots accurately and to accurately verify ballots cast.

All devices proposed must meet the following criteria. Failure for a proposed system to **NOT** meet any of the criteria listed will result in disqualification of the bid response. Bidders must explain in writing the manner in which the proposed device meets all the following criteria. All proposed devices **MUST**:

1. Mark a ballot;
2. Produce a voter verifiable paper ballot that can be manually tabulated;
3. Allow the voter to review their ballot choices prior to casting their vote;
4. Allow the voter to verify the accuracy of a ballot, and provide an opportunity to spoil the ballot and cast another one;
5. Provide sufficient area to allow access to voters who use wheelchairs if the device is contained in a voting booth;
6. If appropriate, stipulate minimum font sizes and background color contrast options;
7. Allow for its use with a maximum of privacy for the voter;
8. Be adaptable for voters with disabilities either through adjustability of the device or the voting booth or inclusion of an auxiliary device. The auxiliary device should also be lightweight and removable making it portable for use on a voter's lap or provide an alternative solution;

9. Allow the ballot(s) to be programmed at a central location and shall not require each individual unit used in each polling location to be programmed;
10. Permit each voter to vote on a unit without the voter having to use an activation card;
11. Present, or accommodate, a ballot that is easy to understand, intuitive and follows a logical progression. The Equipment must accommodate a process that makes clear to the voter how to cast a ballot, such that the voter has minimal risk of doing so accidentally, but when the voter intends to cast the ballot, the action can be easily performed;
12. Permit each voter to vote for all contests and for as many candidates allowed by law and to vote upon all questions allowed by law without restriction. Equipment shall equally restrict voters from voting in contests and upon questions for which they are not entitled to vote;
13. Contain provisions for verifying proper preparation for an election (including proper ballot set up and programming) and for verifying that both the hardware and the software are functioning correctly. These tests and diagnostic procedures may be executed manually or automatically to validate the proper execution of individually selected equipment functions;
14. Provide for ballots that indicate the name of every candidate, the ballot designation and every question on the ballot on which the voter is entitled to vote;
15. Provide instructions and a means by which the voter may indicate ballot preferences with respect to the selection of candidates or answers to ballot questions prior to casting a ballot;
16. Over-Voting - The Equipment shall not permit a voter to over-vote a contest and shall enable the voter to correct his or her selections.
17. Under-Voting - The Equipment shall warn a voter that they have under-voted a contest and permit them to correct or accept the under-vote.
18. Write-In Voting - The Equipment shall provide a means of recording the votes cast for write-in candidates for any contest that allows write-in candidates. This capability shall allow the entry of as many names of candidates as the voter is entitled to select for each contest in compliance with Connecticut Election Law.
19. Allow the voter to review and/or modify his or her selections before final casting of the votes.
20. Accommodate a substantial number of different ballot styles/configurations (between 350-400). This includes both the Contractor's ability to program the different ballot styles/configurations and the device's ability to host the various ballot styles/configurations.
21. Must be accessible and functional at the time a voter is ready to vote. There shall be no delay either by a system busy, line busy, device delay, line hold or any other cause which would prevent a voter from immediate use of the voting device.
22. The equipment bid must be sized in proper quantity and function to support all voting precincts in the State of Connecticut.

**PRIOR EXPERIENCE:**

Contractor must have successfully administered an election or primary under the supervision of one or more election jurisdictions (state or local). Contractor must submit a list of prior jurisdictions which utilized the equipment bid by the Contractor. Such list must include contact person title, jurisdiction, address, and number of voting precincts which utilized the equipment bid.

**TECHNICAL SUPPORT:**

Contractor shall provide technical support for each election and primary for which the machine is used. Such support shall include but is not limited to ballot preparation and set-up, software installation and configuration (at central location), hardware installation and configuration (at central location), telecommunication line installation (at central location), pre-election and primary day maintenance and support, and election and primary day system support.

**SECURITY:**

The Contractor shall detail the procedures necessary to prevent unauthorized physical and wired/wireless communication access to Equipment. The Equipment shall include and support operational features to prevent both inadvertent and deliberate operations that could result in the disruption of the election process and corruption of election administrative and voting data.

**LICENSE:**

The Contractor shall grant to the State or its successors, a perpetual, non-exclusive, non-transferable, royalty-free license in the State's name to use all software, documentation and other deliverables that are proprietary to Contractor or proprietary to any third parties.

**VOTING DISTRICTS BY MUNICIPALITY:**

The following list of voting districts by municipality is provided for informational purposes for bidders.

Andover	1
Ansonia	7
Ashford	1
Avon	3
Barkhamsted	2
Beacon Falls	1
Berlin	5
Bethany	1
Bethel	5
Bethlehem	1
Bloomfield	6
Bolton	1
Bozrah	1
Branford	7
Bridgeport	25
Bridgewater	1
Bristol	10
Brookfield	2
Brooklyn	1
Burlington	1
Canaan	1
Canterbury	1
Canton	1
Chaplin	1
Cheshire	9
Chester	1
Clinton	1
Colchester	1
Colebrook	1

Columbia	1
Cornwall	1
Coventry	2
Cromwell	1
Danbury	16
Darien	6
Deep River	1
Derby	2
Durham	2
Eastford	1
East Granby	2
East Haddam	1
East Hampton	1
East Hartford	7
East Haven	7
East Lyme	3
Easton	1
East Windsor	2
Ellington	2
Enfield	9
Essex	2
Fairfield	10
Farmington	6
Franklin	1
Glastonbury	9
Goshen	1
Granby	2
Greenwich	21
Griswold	2

Groton	8
Guilford	4
Haddam	3
Hamden	11
Hampton	1
Hartford	23
Hartland	1
Harwinton	2
Hebron	1
Kent	1
Killingly	8
Killingworth	1
Lebanon	1
Ledyard	2
Lisbon	1
Litchfield	4
Lyme	1
Madison	2
Manchester	10
Mansfield	3
Marlborough	1
Meriden	17
Middlebury	1
Middlefield	1
Middletown	14
Milford	10
Monroe	4
Montville	6
Morris	1

Naugatuck	10
New Britain	17
New Canaan	3
New Fairfield	2
New Hartford	2
New Haven	51
Newington	8
New London	7
New Milford	7
Newtown	4
Norfolk	1
North Branford	2
North Canaan	1
North Haven	5
North Stonington	1
Norwalk	14
Norwich	10
Old Lyme	1
Old Saybrook	2
Orange	2
Oxford	1
Plainfield	5
Plainville	4
Plymouth	2
Pomfret	1
Portland	1
Preston	1
Prospect	2
Putnam	2

Redding	2
Ridgefield	3
Rocky Hill	3
Roxbury	1
Salem	1
Salisbury	1
Scotland	1
Seymour	3
Sharon	1
Shelton	6
Sherman	1
Simsbury	4
Somers	1
Southbury	5
Southington	12
South Windsor	5
Sprague	1
Stafford	3
Stamford	23
Sterling	1
Stonington	5
Stratford	12
Suffield	1
Thomaston	1
Thompson	4
Tolland	2
Torrington	8
Trumbull	10
Union	1

Vernon	6
Voluntown	1
Wallingford	9
Warren	1
Washington	1
Waterbury	23
Waterford	4
Watertown	4
Westbrook	2
West Hartford	20
West Haven	10
Weston	1
Westport	6
Wethersfield	10
Willington	1
Wilton	3
Winchester	1
Windham	5
Windsor	7
Windsor Locks	2
Wolcott	3
Woodbridge	1
Woodbury	2
Woodstock	1
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