CONTRACT SUPPLEMENT
SP-37 Rev. 01/02

Purchasing Contact:
Elizabeth Basso, AFAO

Telephone Number:
(860) 622-2037

STATE OF CONNECTICUT

DEPARTMENT OF INFORMATION TECHNOLOGY
CONTRACTS & PURCHASING DIVISION
101 EAST RIVER DRIVE, 4th Floor
EAST HARTFORD, CT 06108-3274

Contract Award Number
07ITZ0040
Contract Award Date
July 13, 2007
SUPPLEMENT DATE
June 28, 2010

CONTRACT AWARD SUPPLEMENT # 7

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

COMMODITY CLASS/SUBCLASS & DESCRIPTION: 5022-760, CORE-CT Oracle/PeopleSoft IT Consultant Services

FOR:	TERM OF CONTRACT:
Office of State Comptroller **55 Elm Street** **Hartford, CT 06106**	**Extended to July 12, 2011**
	"All other Terms and Conditions remain the same."
	AGENCY REQUISITION NUMBER:

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 # 7 Changes / Updates the following:

1. **Updates contractor information for RCM Technologies, Inc.**

All other terms and conditions remain the same.

APPROVED_____

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

Date Issued: June 28, 2010

AWARD SCHEDULE
SP-16A Rev. 03/06

STATE OF CONNECTICUT
DOIT – CONTRACTS & PURCHASING DIVISION

Award Number
07ITZ0040

Company Name: ***RCM TECHNOLOGIES, INC.***

Address: ***400 Frank W. Burr Blvd., Teaneck, NJ 07666***

Remit to: 9 Polito Avenue, Suite 950, Lyndhurst, NJ 07071

Tel. No.: ***512.906.1780 (office/fax) or 973.615.4275 (cell)***

Fax No.:

Est. Contract Value: **$500,000.00**

Contact Person: ***Sharon Edwards***

Vendor ID #: ***0000105670***

Delivery: n/a

Certification Type: none
(SBE,MBE, WBE or None)

Terms: ***Net 45 Days***

Supply to Political Sub-Divisions: ***YES***

Company E-mail Address: ***sharon.edwards@rcmt.com*** ***www.rcmt.com/ehs***

CONTRACT SUPPLEMENT
SP-37 Rev. 01/02

Purchasing Contact:
Elizabeth Basso, AFAO

Telephone Number:
(860) 622-2037

STATE OF CONNECTICUT

DEPARTMENT OF INFORMATION TECHNOLOGY
CONTRACTS & PURCHASING DIVISION
101 EAST RIVER DRIVE, 4th Floor
EAST HARTFORD, CT 06108-3274

Contract Award Number
07ITZ0040
Contract Award Date
July 13, 2007
SUPPLEMENT DATE
May 19, 2010

CONTRACT AWARD SUPPLEMENT # 6

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

COMMODITY CLASS/SUBCLASS & DESCRIPTION: 5022-760, CORE-CT Oracle/PeopleSoft IT Consultant Services

FOR:	TERM OF CONTRACT:
Office of State Comptroller **55 Elm Street** **Hartford, CT 06106**	**Extended to July 12, 2011**
	"All other Terms and Conditions remain the same."
	AGENCY REQUISITION NUMBER:

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 # 6 Changes / Updates the following:

1. **Extends contract term through July 12, 2011.**
2. **Updates contractor information.**

All other terms and conditions remain the same.

APPROVED_____

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

Date Issued: May 19, 2010

AWARD SCHEDULE
SP-16A Rev. 03/06

STATE OF CONNECTICUT
DOIT – CONTRACTS & PURCHASING DIVISION

Award Number
07ITZ0040

Company Name: ***iTech Solutions, Inc.***

Address: ***8 Hidden Oak Drive, Farmington, CT 06032***

Tel. No.: ***860.674.1636 x201 or 800.709.4740 x711*** *Fax No.:* ***860.371.2317*** *Est. Contract Value:* **$500,000.00**

Contact Person: ***Kay Lukas*** *Vendor ID #:* ***0000013083*** *Delivery: n/a*

Certification Type: WBE *Terms:* ***Net 45 Days*** *Supply to Political Sub-Divisions:* ***YES***
(SBE,MBE, WBE or None)

Company E-mail Address: ***klukas@itechsolutions.com*** ***www.itechsolutions.com***

Company Name: ***RCM TECHNOLOGIES, INC.***

Address: ***400 Frank W. Burr Blvd., Teaneck, NJ 07666***

Remit to: 9 Polito Avenue, Suite 950, Lyndhurst, NJ 07071

Tel. No.: ***267.253.1505*** *Fax No.:* ***973.588.8391*** *Est. Contract Value:* **$500,000.00**

Contact Person: ***Craig Mauer*** *Vendor ID #:* ***0000105670*** *Delivery: n/a*

Certification Type: none *Terms:* ***Net 45 Days*** *Supply to Political Sub-Divisions:* ***YES***
(SBE,MBE, WBE or None)

Company E-mail Address: ***cmauer@rcmt.com*** ***www.mbhsolutions.com***

Company Name: ***On-Line Systems Inc.***

Address: ***790 Farmington Avenue, Suite 3D, Farmington, CT 06032***

Remit to: P.O. Box 445, Farmington, CT 06034

Tel. No.: ***860.678.1300 or 888.578.1300*** *Fax No.:* ***860.678.1919*** *Est. Contract Value:* **$500,000.00**

Contact Person: ***Jamie Martin*** *Vendor ID #:* ***0000010340*** *Delivery: n/a*

Certification Type: none *Terms:* ***Net 45 Days*** *Supply to Political Sub-Divisions:* ***NO***
(SBE,MBE, WBE or None)

Company E-mail Address: ***Jamie@on-linesystems.com*** ***www.on-linesystems.com***

Company Name: ***SVAM International, Inc.***

Address: ***233 East Shore Road, Great Neck, NY 11023***

Tel. No.: ***516.466.6655 or 800.903.6716*** *Fax No.:* ***516.466.8260*** *Est. Contract Value:* **$500,000.00**

Contact Person: ***Allen Goldin*** *Vendor ID #:* ***0000013843*** *Delivery: n/a*

Certification Type: none *Terms:* ***Net 45 Days*** *Supply to Political Sub-Divisions:*
(SBE,MBE, WBE or None)

Company E-mail Address: ***allen@svam.com*** ***www.svam.com***

Company Name: ***Systel Inc. of Delaware***

Address: ***39555 Orchard Hill Place, Suite 600, Novi, MI 48375***

Tel. No.: ***248.842.7676*** *Fax No.:* ***248.348.5760*** *Est. Contract Value:* **$500,000.00**

Contact Person: *Vendor ID #:* ***0000096570*** *Delivery: n/a*

Certification Type: none *Terms:* ***Net 45 Days*** *Supply to Political Sub-Divisions:*
(SBE,MBE, WBE or None)

Company E-mail Address: ***brajn@systelinc.com*** ***www.systelinc.com***

Company Name: ***Technology Resources, Incorporated***

Address: ***416 New London Turnpike, Glastonbury, CT 06033***

Tel. No.: ***860.659.9960*** *Fax No.:* ***860.659.9961*** *Est. Contract Value:* **$500,000.00**

Contact Person: ***Robert L. Marchetti*** *Vendor ID #:* ***0000012134*** *Delivery: n/a*

Certification Type: none *Terms:* ***Net 45 Days*** *Supply to Political Sub-Divisions:* ***YES***
(SBE,MBE, WBE or None)

Company E-mail Address: ***rlm@triservices.com*** ***www.triservices.com***

CONTRACT SUPPLEMENT
SP-37 Rev. 01/02

Purchasing Contact:
Elizabeth Basso, AFAO

Telephone Number:
(860) 622-2037

STATE OF CONNECTICUT

DEPARTMENT OF INFORMATION TECHNOLOGY
CONTRACTS & PURCHASING DIVISION
101 EAST RIVER DRIVE, 4th Floor
EAST HARTFORD, CT 06108-3274

Contract Award Number
07ITZ0040
Contract Award Date
July 13, 2007
SUPPLEMENT DATE
June 3, 2009

CONTRACT AWARD SUPPLEMENT # 5

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

COMMODITY CLASS/SUBCLASS & DESCRIPTION: 5022-760, CORE-CT Oracle/PeopleSoft IT Consultant Services

FOR:	TERM OF CONTRACT:
Office of State Comptroller **55 Elm Street** **Hartford, CT 06106**	**Extended to July 12, 2010**
	"All other Terms and Conditions remain the same."
	AGENCY REQUISITION NUMBER:

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 # 5 Changes / Updates the following:

- **Contract rate reduction for Tek Systems:**

Description of Service	Old Daily Rate	New Daily Rate
HIPAA Security Project Manager	$896.00	$793.00
HIPAA Security Analyst	$896.00	$793.00

All other terms and conditions remain the same.

APPROVED_____

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

Date Issued: June 3, 2009

CONTRACT SUPPLEMENT
SP-37 Rev. 01/02

Purchasing Contact:
Elizabeth Basso, AFAO

Telephone Number:
(860) 622-2037

STATE OF CONNECTICUT

DEPARTMENT OF INFORMATION TECHNOLOGY
CONTRACTS & PURCHASING DIVISION
101 EAST RIVER DRIVE, 4th Floor
EAST HARTFORD, CT 06108-3274

Contract Award Number
07ITZ0040
Contract Award Date
July 13, 2007
SUPPLEMENT DATE
June 1, 2009

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: 5022-760, CORE-CT Oracle/PeopleSoft IT Consultant Services

FOR:	TERM OF CONTRACT:
Office of State Comptroller **55 Elm Street** **Hartford, CT 06106**	**Extended to July 12, 2010**
	"All other Terms and Conditions remain the same."
	AGENCY REQUISITION NUMBER:

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 Changes / Updates the following:

- **This contract award has been extended one year through July 12, 2010.**

  All other terms and conditions remain the same.

Date Issued: June 1, 2009

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

CONTRACT SUPPLEMENT
SP-37 Rev. 01/02

Purchasing Contact:
Elizabeth Basso, PSO II

Telephone Number:
(860) 622-2037

STATE OF CONNECTICUT

DEPARTMENT OF INFORMATION TECHNOLOGY
CONTRACTS & PURCHASING DIVISION
101 EAST RIVER DRIVE, 4th Floor
EAST HARTFORD, CT 06108-3274

Contract Award Number
07ITZ0040
Contract Award Date
July 13, 2007
SUPPLEMENT DATE
May 1, 2009

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: 5022-760, CORE-CT Oracle/PeopleSoft IT Consultant Services

FOR:	TERM OF CONTRACT:
Office of State Comptroller **55 Elm Street** **Hartford, CT 06106**	**Expires July 12, 2009**
	"All other Terms and Conditions remain the same."
	AGENCY REQUISITION NUMBER:

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 Changes / Updates the following:

- **Contract rate reduction for SVAM International, Inc. effective May 1, 2009:**

Classification	Hourly Rate	Daily Rate
Class. 1.2, PS Systems Analyst/Designer	112.50	900.00

Date Issued: **May 1, 2009**

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

CONTRACT SUPPLEMENT
SP-37 Rev. 01/02

Purchasing Contact:
Elizabeth Basso, AFAO

Telephone Number:
(860) 622-2037

STATE OF CONNECTICUT

DEPARTMENT OF INFORMATION TECHNOLOGY
CONTRACTS & PURCHASING DIVISION
101 EAST RIVER DRIVE, 4th Floor
EAST HARTFORD, CT 06108-3274

Contract Award Number
07ITZ0040
Contract Award Date
July 13, 2007
SUPPLEMENT DATE
August 7, 2008

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: 5022-760, CORE-CT Oracle/PeopleSoft IT Consultant Services

FOR:	TERM OF CONTRACT:
Office of State Comptroller **55 Elm Street** **Hartford, CT 06106**	**Expires July 12, 2009**
	"All other Terms and Conditions remain the same."
	AGENCY REQUISITION NUMBER:

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 Changes / Updates the following:

- **MBH Solutions, Inc. has been acquired by RCM Technologies.**
  Following is the updated company information:

  RCM Technologies
  CORE ID #0000105670
  20 Waterview Boulevard
  4th Floor
  Parsippany, NJ 07054

  Remit to:
  400 Frank W. Burr Boulevard
  2nd Floor, Suite 75
  Teaneck, NJ 07666

  Contact: Craig Mauer craig.mauer@rcmt.com Tele. (201) 287-0901

APPROVED_____

Date Issued: August 7, 2008

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

CONTRACT SUPPLEMENT
SP-37 Rev. 01/02

Purchasing Contact:
Elizabeth Basso, PSO II

Telephone Number:
(860) 622-2037

STATE OF CONNECTICUT

DEPARTMENT OF INFORMATION TECHNOLOGY
CONTRACTS & PURCHASING DIVISION
101 EAST RIVER DRIVE, 4th Floor
EAST HARTFORD, CT 06108-3274

Contract Award Number
07ITZ0040
Contract Award Date
July 13, 2007
SUPPLEMENT DATE
Sept. 18, 2007

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: 5022-760, CORE-CT Oracle/PeopleSoft IT Consultant Services

FOR:	TERM OF CONTRACT:
Office of State Comptroller **55 Elm Street** **Hartford, CT 06106**	**Expires July 12, 2009**
	"All other Terms and Conditions remain the same."
	AGENCY REQUISITION NUMBER:

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 Changes / Updates the following:

- **Contract rate reduction for MBH Solutions, Inc. effective immediately:**

Vendor	Hourly Rate	Daily Rate
Class. 1.0, PS Project Manager	$165.00	$1,320.00
Class. 1.2, PS Systems Analyst/Designer	120.00	960.00
Class. 1.4, Senior PS Fin. Functional	145.00	1,160.00
Class. 1.6, Senior PS Fin. Developer	115.00	920.00
Class. 1.8, Senior PS HRMS Functional	135.00	1,080.00
Class. 2.0, Senior PS HR Developer	115.00	920.00
Class. 2.4, PS Administrator	105.00	840.00
Class. 2.6, PS Oracle DBA	120.00	960.00
Class. 3.2, Technical Architect	145.00	1,160.00
Class. 3.4, Senior Technical Architect	165.00	1,320.00
Class. 4.0, Developers/Trainers	120.00	960.00

APPROVED_____

Date Issued: Sept. 18, 2007

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

CONTRACT AWARD
SP-38 Rev. 03/06

Purchasing Contact:
Elizabeth Basso, PSO II

Telephone Number:
(860) 622-2037

STATE OF CONNECTICUT

DEPARTMENT OF INFORMATION TECHNOLOGY
CONTRACTS & PURCHASING DIVISION
101 EAST RIVER DRIVE, 4th Floor
EAST HARTFORD, CT 06108-3274

Contract Award #
07ITZ0040
Contract Award Date
July 13, 2007
Expiration Date
July 12, 2009

CONTRACT AWARD

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

COMMODITY CLASS/SUBCLASS & DESCRIPTION: 5022-760, CORE-CT Oracle/PeopleSoft IT Consultant Services

FOR: **Office of State Comptroller**
55 Elm Street
Hartford, CT 06106

DELIVERY DATE REQ'D: n/a

TERM OF CONTRACT:
July 13, 2007 through July 12, 2009
Two Years with two one-year renewal options at the State's sole discretion

AGENCY REQUISITION NUMBER:

IN STATE (NON-SB) CONTRACT VALUE	DAS *CERTIFIED* SMALL BUSINESS CONTRACT VALUE	OUT OF STATE CONTRACT VALUE	TOTAL CONTRACT AWARD VALUE
$500,000.00	**$1,000,000.00**	**$1,500,000.00**	**$3,000,000.00**

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:

(Contractors are listed on next page)

)

APPROVED_____
Diane S. Wallace
Chief Information Officer
(Original Signature on Document in Procurement Files)

Date Issued: July 13, 2007

AWARD SCHEDULE
SP-16A Rev. 03/06

STATE OF CONNECTICUT
DOIT – CONTRACTS & PURCHASING DIVISION

Award Number
07ITZ0040

Company Name: ***iTech Solutions, Inc.***

Address: ***8 Hidden Oak Drive, Farmington, CT 06032***

Tel. No.: ***860.674.1636 x201 or 800.709.4740 x711*** *Fax No.:* ***860.371.2317*** *Est. Contract Value:* **$500,000.00**

Contact Person: ***Kay Lukas*** *Vendor ID #:* ***0000013083*** *Delivery:* n/a

Certification Type: WBE (SBE,MBE, WBE or None) *Terms:* ***Net 45 Days*** *Supply to Political Sub-Divisions:* ***YES***

Company E-mail Address: ***klukas@itechsolutions.com*** ***www.itechsolutions.com***

Company Name: ***MBH Solutions, Inc.***

Address: ***400 Frank W. Burr Blvd., Teaneck, NJ 07666***

Tel. No.: ***267.253.1505*** *Fax No.:* ***201.353.2597*** *Est. Contract Value:* **$500,000.00**

Contact Person: ***Craig Mauer*** *Vendor ID #:* ***0000096555*** *Delivery:* n/a

Certification Type: none (SBE,MBE, WBE or None) *Terms:* ***Net 45 Days*** *Supply to Political Sub-Divisions:* ***YES***

Company E-mail Address: ***cmauer@mbhsolutions.com*** ***www.mbhsolutions.com***

Company Name: ***On-Line Systems Inc.***

Address: ***790 Farmington Avenue, Suite 3D, Farmington, CT 06032***

Remit to: P.O. Box 445, Farmington, CT 06034

Tel. No.: ***860.678.1300 or 888.578.1300*** *Fax No.:* ***860.678.1919*** *Est. Contract Value:* **$500,000.00**

Contact Person: ***Jamie Martin*** *Vendor ID #:* ***0000010340*** *Delivery:* n/a

Certification Type: none (SBE,MBE, WBE or None) *Terms:* ***Net 45 Days*** *Supply to Political Sub-Divisions:* ***NO***

Company E-mail Address: ***Jamie@on-linesystems.com*** ***www.on-linesystems.com***

Company Name: ***SVAM International, Inc.***

Address: ***233 East Shore Road, Great Neck, NY 11023***

Tel. No.: ***516.466.6655 or 800.903.6716*** *Fax No.:* ***516.466.8260*** *Est. Contract Value:* **$500,000.00**

Contact Person: ***Allen Goldin*** *Vendor ID #:* ***0000013843*** *Delivery:* n/a

Certification Type: none (SBE,MBE, WBE or None) *Terms:* ***Net 45 Days*** *Supply to Political Sub-Divisions:*

Company E-mail Address: ***allen@svam.com*** ***www.svam.com***

Company Name: ***Systel Inc. of Delaware***

Address: ***39555 Orchard Hill Place, Suite 600, Novi, MI 48375***

Tel. No.: ***248.613.9365*** *Fax No.:* ***248.348.5760*** *Est. Contract Value:* **$500,000.00**

Contact Person: ***Rohit Bardaiyar*** *Vendor ID #:* ***0000096570*** *Delivery:* n/a

Certification Type: none (SBE,MBE, WBE or None) *Terms:* ***Net 45 Days*** *Supply to Political Sub-Divisions:*

Company E-mail Address: ***rohitb@systelinc.com*** ***www.systelinc.com***

Company Name: ***Technology Resources, Incorporated***

Address: ***416 New London Turnpike, Glastonbury, CT 06033***

Tel. No.: ***860.659.9960*** *Fax No.:* ***860.659.9961*** *Est. Contract Value:* **$500,000.00**

Contact Person: ***Robert L. Marchetti*** *Vendor ID #:* ***0000012134*** *Delivery:* n/a

Certification Type: SBE (SBE,MBE, WBE or None) *Terms:* ***Net 45 Days*** *Supply to Political Sub-Divisions:* ***YES***

Company E-mail Address: ***rlm@triservices.com*** ***www.triservices.com***

DEPARTMENT OF
INFORMATION TECHNOLOGY

Consultant Selection Process

AGENCY

1. Consultant Requirements:

   a) **Projects** - Issue Statement of Work. (Determine class, type, quantity and duration)

   b) **Staff Augmentation** – Select Lowest Qualified Vendor. (Determine class, type, quantity and duration)

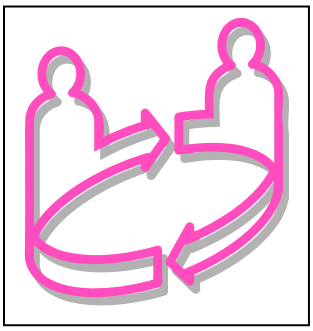
2. Obtain resumes from qualified vendor(s) in order of lowest rate until required quantity is satisfied.

3. Evaluate resumes **to ensure that the candidates meet all of the requirements for the requested classification** and interview candidates.

4. If a consultant is required for Web Site Design or Internet Applications, refer to State of Connecticut eligibility list for qualified vendors/consultants who have been trained in universal web accessibility. (A link to the list is located on the Contracts & Purchasing web page.)

5. Select candidates; prepare & submit to DOIT Purchasing Service Officer (via agency Business Development Director) the following:
   - DOIT-10 - DOITs Electronic State Purchasing Requisition/DCP2S
   - DOIT-2 Interview/Selection for Data Processing Consultant Form
   - Identification in the form of a Valid Drivers License or Form I9 (Employment Eligibility Verification Form)

DOIT Purchasing Service Officer



1. Review documentation submitted for compliance.
2. Promote to Director for final approval

AGENCY

- Issue purchase order to vendor once electronic notification received through DCP2S

Revised – 07/07

DEPARTMENT OF INFORMATION TECHNOLOGY

Interview/Selection for ITConsultants

Agency Name			Agency Number	
Consultant Classification Requested	**Vendor Name**	**No. of Days**	**Per Day Rate**	**Total Price**
Overtime	**Hours per Week**	**Total Hours**	**Per Hour Rate**	**Total OT Cost**
			Total Price	

PROJECT NAME		**Consultant**
START DATE	**END DATE**	**Interviewer**

QUALIFIED DOIT PERSONNEL AVAILABLE ☐ **Yes** ☐ **No**

SMALL BUSINESS SET-ASIDE PROGRAM ☐ **Yes** ☐ **No**

MOST COST-EFFECTIVE VENDOR SELECTION ☐ **Yes** ☐ **No**
(If "No," please explain):

REFERENCES CHECKED ☐ **Yes** ☐ **No**

***Web/Internet Consultant Eligibility** ☐ **N/A** ☐ **Yes** ☐ **No**

It has been determined that there are no qualified SEBAC/Re-Employment Candidates for this position. ☐ **Yes** ☐ **No**

Candidate for this position has been made aware of the State Code of Ethics as it applies to vendors conducting business with the State of Connecticut. ☐ **Yes** ☐ **No**

Does the candidate have other contracts with the state? ☐ **Yes** ☐ **No**
If yes, Contract Award/Master Agreement #

Does the candidate have any immediate family member employed by the state? ☐ **Yes** ☐ **No**
If yes, provide employee name and agency.

I attest, under penalty of perjury, that I am (Check one of the following):

☐ **A citizen or national of the United States _____ (Attach copy of Driver License, Birth Cert.., SS)**
☐ **A Lawful Permanent Resident (Alien # A _____) (Attach copy of Permanent Resident Green Card)**
☐ **An Alien authorized to work until _____**
Alien # or Admission # _____ (Attach copy of authorization)

_____ _____

Signature of Consultant **Certified By Agency** **Date**

DOIT-2
Revised 10/19/04-kma

AWARD SCHEDULE
SP-16A Rev. 03/06

STATE OF CONNECTICUT
DOIT – CONTRACTS & PURCHASING DIVISION

Award Number
07ITZ0040

Purchasing Contact:
Elizabeth Basso, PSOII

Telephone Number:
(860) 622-2037

E-Mail Address:

elizabeth.basso@ct.gov

CONTRACT AWARD SCHEDULE

07ITZ0040

CONTRACT AWARD DATE	
July 13, 2007	
DELIVERY	
PAYMENT TERMS	CASH DISCOUNT
Net 45 Days	-- % -- Days

Pricing includes all transportation charges FOB State Agency.

Department of Information Technology is issuing this contract award on behalf of the Office of State Comptroller for Oracle/PeopleSoft IT Consultant Services

DEFINITIONS

Number of Employees – The maximum number of consultants the Contractor will commit to, at any one time, during the term of the Contract Award. Upon request contractors may supply more than the committed number.

Hourly Rate – The rate per hour, which will constitute full payment for per/hour or overtime services requested.

Daily Rate 8-hour day. – The rate per day and basis for award, which will constitute full payment for the daily services requested for a consultant. Consultants are not paid for travel or meals, unless requested & authorized in advanced by customer. An 8-hour day consists of 8 hours of work plus any time taken for travel and meals.

NOTES:

1. Vendor must comply with the Standard & Special Bid and Contract Terms and Conditions

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All correspondence regarding this contract award must be in writing and submitted to:
Elizabeth Basso, PSO II, Contract Award # **07ITZ0040**
DOIT - Contract & Purchasing Division
101 East River Drive, 4th Floor
East Hartford, CT 06108

AWARD SCHEDULE
SP-16A Rev. 03/06

STATE OF CONNECTICUT
DOIT – CONTRACTS & PURCHASING DIVISION

Award Number
07ITZ0040

Classification 1.0
PEOPLESOFT PROJECT MANAGER

Vendor	Number of Employees	Hourly Rate	Daily Rate
iTech Solutions, Inc.	10	$110.00	$880.00
On-Line Systems, Inc.	3	112.00	896.00
Systel, Inc.	6	120.00	960.00
Technology Resources, Inc.	5	170.00	1,360.00
MBH Solutions, Inc.	3	175.00	1,400.00
SVAM International, Inc.	N/A		

Classification 1.2
PEOPLESOFT SYSTEMS ANALYST/DESIGNER

Vendor	Number of Employees	Hourly Rate	Daily Rate
On-Line Systems, Inc.	2	$86.00	$688.00
iTech Solutions, Inc.	10	99.00	792.00
SVAM International, Inc.	1	125.00	1,000.00
Technology Resources, Inc.	5	125.00	1,000.00
MBH Solutions, Inc.	5	155.00	1,240.00
Systel, Inc.	N/A		

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DOIT – CONTRACTS & PURCHASING DIVISION

Award Number
07ITZ0040

Classification 1.4
SENIOR PEOPLESOFT FINANCIAL FUNCTIONAL CONSULTANT

Vendor	Number of Employees	Hourly Rate	Daily Rate
iTech Solutions, Inc.	10	$95.00	$760.00
Systel, Inc.	13	95.00	760.00
On-Line Systems, Inc.	2	98.00	784.00
Technology Resources, Inc.	5	150.00	1,200.00
MBH Solutions, Inc.	5	165.00	1,320.00
SVAM International, Inc.	N/A		

Classification 1.6
SENIOR PEOPLESOFT FINANCIAL DEVELOPER

Vendor	Number of Employees	Hourly Rate	Daily Rate
Systel, Inc.	12	$85.00	$680.00
On-Line Systems, Inc.	2	88.50	708.00
iTech Solutions, Inc.	31	104.00	832.00
Technology Resources, Inc.	5	120.00	960.00
MBH Solutions, Inc.	5	165.00	1,320.00
SVAM International, Inc.	N/A		

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Award Number
07ITZ0040

Classification 1.8
SENIOR PEOPLESOFT HRMS FUNCTIONAL CONSULTANT

Vendor	Number of Employees	Hourly Rate	Daily Rate
Systel, Inc.	10	$95.00	$760.00
On-Line Systems, Inc.	3	96.00	768.00
iTech Solutions, Inc.	10	101.00	808.00
SVAM International, Inc.	1	125.00	1,000.00
Technology Resources, Inc.	5	140.00	1,120.00
MBH Solutions, Inc.	5	165.00	1,320.00

Classification 2.0
SENIOR PEOPLESOFT HUMAN RESOURCE DEVELOPER

Vendor	Number of Employees	Hourly Rate	Daily Rate
Systel, Inc.	12	$85.00	$680.00
On-Line Systems, Inc.	2	86.50	692.00
iTech Solutions, Inc.	30	106.00	848.00
SVAM International, Inc.	1	115.00	920.00
Technology Resources, Inc.	5	120.00	960.00
MBH Solutions, Inc.	5	165.00	1,320.00

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Classification 2.2
PEOPLESOFT EPM TECHNICAL ANALYST

Vendor	Number of Employees	Hourly Rate	Daily Rate
Systel, Inc.	4	$105.00	$840.00
On-Line Systems, Inc.	2	107.00	856.00
iTech Solutions, Inc.	10	117.00	936.00
Technology Resources, Inc.	5	125.00	1,000.00
MBH Solutions, Inc.	N/A		
SVAM International, Inc.	N/A		

Classification 2.4
PEOPLESOFT ADMINISTRATOR

Vendor	Number of Employees	Hourly Rate	Daily Rate
Systel, Inc.	8	$85.00	$680.00
SVAM International, Inc.	1	100.00	800.00
Technology Resources, Inc.	5	100.00	800.00
On-Line Systems, Inc.	2	103.00	824.00
iTech Solutions, Inc.	8	110.00	880.00
MBH Solutions, Inc.	3	175.00	1,400.00

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DOIT – CONTRACTS & PURCHASING DIVISION

Award Number
07ITZ0040

Classification 2.6
PEOPLESOFT ORACLE DBA

Vendor	Number of Employees	Hourly Rate	Daily Rate
Systel, Inc.	8	$80.00	$640.00
On-Line Systems, Inc.	2	98.00	784.00
SVAM International, Inc.	1	100.00	800.00
iTech Solutions, Inc.	8	110.00	880.00
Technology Resources, Inc.	5	125.00	1,000.00
MBH Solutions, Inc.	3	180.00	1,440.00

Classification 2.8
UNIX SYSTEM ADMINISTRATOR

Vendor	Number of Employees	Hourly Rate	Daily Rate
Systel, Inc.	12	$65.00	$520.00
On-Line Systems, Inc.	2	75.00	600.00
iTech Solutions, Inc.	10	90.00	720.00
Technology Resources, Inc.	5	90.00	720.00
SVAM International, Inc.	1	115.00	920.00
MBH Solutions, Inc.	N/A		

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DOIT – CONTRACTS & PURCHASING DIVISION

Award Number
07ITZ0040

Classification 3.0
WINDOWS 2000/2003 SYSTEM ADMINISTRATOR

Vendor	Number of Employees	Hourly Rate	Daily Rate
Systel, Inc.	15	$60.00	$480.00
iTech Solutions, Inc.	20	65.00	520.00
On-Line Systems, Inc.	2	76.50	612.00
SVAM International, Inc.	1	85.00	680.00
Technology Resources, Inc.	5	90.00	720.00
MBH Solutions, Inc.	N/A		

Classification 3.2
TECHNICAL ARCHITECT

Vendor	Number of Employees	Hourly Rate	Daily Rate
On-Line Systems, Inc.	2	$90.00	$720.00
iTech Solutions, Inc.	10	113.00	904.00
Technology Resources, Inc.	5	140.00	1,120.00
SVAM International, Inc.	1	150.00	1,200.00
MBH Solutions, Inc.	3	175.00	1,400.00
Systel, Inc.	N/A		

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Award Number
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Classification 3.4
SENIOR TECHNICAL ARCHITECT

Vendor	Number of Employees	Hourly Rate	Daily Rate
On-Line Systems, Inc.	2	$103.00	$824.00
Systel, Inc.	6	110.00	880.00
iTech Solutions, Inc.	10	130.00	1,040.00
Technology Resources, Inc.	5	170.00	1,360.00
MBH Solutions, Inc.	3	180.00	1,440.00
SVAM International, Inc.	N/A		

Classification 3.6
PEOPLESOFT SECURITY ANALYST/ENGINEER

Vendor	Number of Employees	Hourly Rate	Daily Rate
On-Line Systems, Inc.	3	$87.50	$700.00
iTech Solutions, Inc.	5	130.00	1,040.00
Technology Resources, Inc.	5	140.00	1,120.00
SVAM International, Inc.	1	150.00	1,200.00
MBH Solutions, Inc.	N/A		
Systel, Inc.	N/A		

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DOIT – CONTRACTS & PURCHASING DIVISION

Award Number
07ITZ0040

Classification 3.8
SAN ADMINISTRATOR

Vendor	Number of Employees	Hourly Rate	Daily Rate
Systel, Inc.	5	$70.00	$560.00
On-Line Systems, Inc.	2	85.00	680.00
Technology Resources, Inc.	5	90.00	720.00
SVAM International, Inc.	1	110.00	880.00
iTech Solutions, Inc.	10	115.00	920.00
MBH Solutions, Inc.	N/A		

Classification 4.0
TRAINING DEVELOPERS/TRAINERS

Vendor	Number of Employees	Hourly Rate	Daily Rate
On-Line Systems, Inc.	2	$75.00	$600.00
Technology Resources, Inc.	5	85.00	680.00
iTech Solutions, Inc.	10	89.00	712.00
SVAM International, Inc.	2	125.00	1,000.00
MBH Solutions, Inc.	3	190.00	1,520.00
Systel, Inc.	N/A		

This will be an Estimated Total Award of $4,000,000.00

Staffing Profiles and Credentials

Classification 1.0

PeopleSoft Project Manager

The PeopleSoft Project Manager will provide management of projects that are strategic to Core-CT and typically have a high degree of complexity and executive focus.

Activities:

- Define and document project scope and objectives, product/service deliverables in collaboration with customer.
- Work closely with customers to collect and document business, functional, technical requirements and constraints
- Identify and document performance criteria.
- Identify, estimate, and document key resource requirements.
- Work with the Core-CT Director to create a budget baseline and consistently monitor and communicate variances during the course of the project.
- Work with various teams to create a baseline project schedule, identifying milestones throughout the project and reporting status to executive management.
- Develop and manage comprehensive project plans.
- Monitor and control project schedule, scope, quality and costs.
- Conduct business process review and Fit/Gap analysis.
- Facilitation of project meetings and work sessions and keep track of issues and major issue resolutions.
- Performance of detail risk analysis and mitigation strategies.
- Guide the design and architecture of PeopleSoft solution.
- Manage the activities of the functional, technical and user agency personnel in the completion of work plan tasks.
- Lead project team to successfully deliver on time on cost project objectives.

Pre-Requisites:

- 5+ Years experience in Project Management experience with regard to customization and implementation of PeopleSoft / Oracle technologies.
- Experience in all phases of project implementation lifecycle.
- Knowledge of software implementation methodology.
- Ability to negotiate consensus among diverse groups.
- Excellent time management skills with demonstrated experience in managing project teams.
- Detail orientation with strong organization skills.
- Experience with MS Enterprise Project is preferred.
- Experience leading a PeopleSoft module implementation or major upgrade may be required.
- Experience leading an upgrade for PeopleSoft Enterprise Performance Management may be required.
- Experience leading implementation of PeopleSoft Business Analytical Reporting may be required.

Staffing Profiles and Credentials

Classification 1.2

PeopleSoft Systems Analyst/Designer

A PeopleSoft Systems Analyst / Designer will be responsible for translating functional requirements into general and detail design documents and working with the development team to complete application enhancements.

Activities:

- Analyses of business system requirements and create the general and detailed design specifications, systems components, SQL select statements and testing scenarios
- Review and receive approval on general and detailed design with key stakeholders
- Executes tests and analyzes results. As part of the testing process, identifies, diagnoses and documents problems and errors in specific components of the systems.
- Documents the software in a manner that it can be interpreted, maintained and enhanced by others.
- Provide guidance and instruction to State of Connecticut personnel to assure they can assume support & maintenance for PeopleSoft Human Resource & Financial applications or the PeopleSoft Enterprise Resources Planning data warehouse.

Pre-Requisites:

- A *minimum of five (5) years experience* supporting PeopleSoft applications, of which *at least 3 years must include* requirements analysis, design & development of online and batch functionality.
- Experience working on 1 or more PeopleSoft implementations is required.
- Development experience with PeopleTools, PeopleCode, SQR, AppMessaging, AppEngine, Component Interface and SQL is required.
- Experience in Java is desired.
- Analytical problem solving and excellent written/oral communication skills are also required.
- Detailed knowledge of PeopleSoft financials and/or human resources modules and module integration is required.
- Experience with PeopleSoft version 8 development toolsets is required.
- Experience with PeopleSoft EPM data warehouse and Informatica is desirable.
- Experience developing interfaces between PeopleSoft and customer sub-systems is desirable.
- PeopleSoft certification is desirable.

Staffing Profiles and Credentials

Classification 1.4

Senior PeopleSoft Financial Functional Consultant

The PeopleSoft Senior Financial Functional consultant will assist with the implementation of new PeopleSoft modules, functionality, or enhancements, or the support of modules or functionality already in production.

Activities:

- Perform analysis, planning, and requirements definition for implementation of new functionality.
- Perform functional modeling and develop functional architectures to meet new requirements.
- Perform process improvement reviews including system functionality, operations, logistics and personnel
- Map business process activities to the functionality of the system that supports them
- Validate that the application meets overall business process needs and work with process owners to resolve any issues
- Define the flow of data between the processes that must be integrated
- Facilitate requirements gathering and user design sessions
- Work closely with application designers in completing designs for enhancements
- Design reports as required for financial users
- Participate in testing of new functionality and enhancements, including end-to-end testing of new processes and system integration testing
- Assist the team lead in defining the approach, staffing, responsibilities, and schedule for system enhancements
- Identify cross-team issues and coordinate issue resolution.

Pre-Requisites:

- At least 5+ years of functional experience in PeopleSoft Financials v8 or higher environment.
- Experience with two or more of the following PS modules (GL, AP, AR, Budgets, PO, Billing, Contracts, Asset Management and Projects).
- Must have experience in full life cycle implementations (design, build, configuration, test, implement).
- Ability to transform customer requirements into a workable design at the functional and/or technical levels
- Ability to identify, clarify, and resolve issues and risks, escalating them as needed
- State Government experience a plus.
- Excellent communications, interpersonal, project planning and issue resolution skills.
- Ability to review project deliverables for completeness, quality, and compliance with established project standards

Staffing Profiles and Credentials

Classification 1.6

Senior PeopleSoft Financial Developer

A Senior PeopleSoft Developer will be responsible for the design, development, enhancements and implementation of PeopleSoft financial applications.

Activities:

- Perform design, development and modifications to PeopleSoft pages, SQR's, PeopleCode and Crystal reports.
- Develop interfaces between PeopleSoft and customer sub-systems.
- Unit test and implement new PeopleSoft solutions.
- Perform analysis and trouble shoot production problems.
- Document the software in a manner that it can be interpreted, maintained and enhanced by others.
- Provide guidance and instruction to State of Connecticut personnel to assure they can assume support & maintenance of PeopleSoft Financial applications.

Pre-Requisites:

- *A minimum of five (5)* years of PeopleSoft financials development experience is required, of which at least one year must include experience developing general and detail design specifications.
- Extensive development experience with 3 or more of the following is required: PeopleTools, PeopleCode, SQR, PSQuery, AppEngine and SQL.
- Experience in Java is desired.
- Development experience in COBOL maybe required depending on the assignment.
- Analytical problem solving and excellent written/oral communication skills are also required.
- Detailed functional knowledge of PeopleSoft financial modules (General Ledger, Purchasing, Accounts Receivable, Billing, Accounts Payable, E-Procurement, Catalog Management, Inventory, and Assets) is preferred.
- Development experience with PeopleTools version 8+ is required.
- Experience developing interfaces between PeopleSoft and customer sub-systems is preferred.
- Experience mapping customer legacy data elements to PeopleSoft data elements is desirable.
- Experience in applying bundles, patches and maintenance packs is desired.
- PeopleSoft Certification is desirable.

Staffing Profiles and Credentials

Classification 1.8

Senior PeopleSoft HRMS Functional Consultant

The PeopleSoft Senior HRMS Functional consultant will assist with the implementation of new PeopleSoft modules, functionality, or enhancements, or the support of modules or functionality already in production.

Activities:

- Perform analysis, planning, and requirements definition for implementation of new functionality.
- Perform functional modeling and develop functional architectures to meet new requirements.
- Perform process improvement reviews including system functionality, operations, logistics and personnel
- Map business process activities to the functionality of the system that supports them
- Validate that the application meets overall business process needs and work with process owners to resolve any issues
- Define the flow of data between the processes that must be integrated
- Facilitate requirements gathering and user design sessions
- Work closely with application designers in completing designs for enhancements
- Design reports as required for HRMS users
- Participate in testing of new functionality and enhancements, including end-to-end testing of new processes and system integration testing
- Assist the team lead in defining the approach, staffing, responsibilities, and schedule for system enhancements
- Identify and communicate cross-team issues; coordinate issue resolution.

Pre-Requisites:

- At least 5+ years of functional experience in PeopleSoft HRMS v8 or higher environment.
- Extensive experience with two or more of the following PS modules (Human Resources, Benefits Administration, Time & Labor, and Payroll for North America)
- Must have experience in full life cycle implementations (design, build, configuration, test, implement).
- Ability to transform customer requirements into a workable design at the functional and/or technical levels
- Ability to identify, clarify, and resolve issues and risks, escalating them as needed
- State Government experience a plus.
- Excellent communications, interpersonal, project planning and issue resolution skills.
- Ability to review project deliverables for completeness, quality, and compliance with established project standards

Staffing Profiles and Credentials

Classification 2.0

Senior PeopleSoft Human Resource Developer

A Senior PeopleSoft Developer will be responsible for the design, development, enhancements and implementation of PeopleSoft human resource applications.

Activities:

- Perform design, development and modifications to PeopleSoft pages, SQR's, PeopleCode and Crystal reports.
- Develop interfaces between PeopleSoft and customer sub-systems.
- Unit test and implement new PeopleSoft solutions.
- Perform analysis and trouble shoot production problems.
- Document the software in a manner that it can be interpreted, maintained and enhanced by others.
- Provide guidance and instruction to State of Connecticut personnel to assure they can assume support & maintenance of PeopleSoft Human Resource applications.

Pre-Requisites:

- *A minimum of five (5))* years PeopleSoft human resource development experience is required, of which at least 1 year must include creating general and detail design specifications.
- Extensive development experience with 3 or more of the following is required: PeopleTools, PeopleCode, SQR, SQL, PSQuery and AppEngine...
- Experience in Java is desired.
- Development experience in COBOL maybe required depending on the assignment.
- Analytical problem solving and excellent written/oral communication skills are also required.
- Detailed functional knowledge of PeopleSoft human resource modules (Human Resources, Payroll, Benefits Admin. and Time & Labor) and module integration is preferred.
- Development experience with PeopleTools version 8+ is required.
- Experience developing interfaces between PeopleSoft and customer sub-systems is preferred.
- Experience mapping customer legacy data elements to PeopleSoft data elements is desirable.
- Experience in applying bundles, patches and maintenance packs is desired.
- PeopleSoft Certification is desirable.

Staffing Profiles and Credentials

Classification 2.2

PeopleSoft EPM Technical Analyst

The PeopleSoft technical analyst will be responsible for design, development and test modifications to optimize the PeopleSoft EPM data staging, reporting and BI environments and troubleshooting production issues.

Activities:

- Analysis, development and maintenance of staging/reporting/views tables, data maps, data loaders and public queries
- Develop Cybermation batch job control scripts
- Develop and performance tune SQL statements
- Troubleshoot PeopleSoft EPM production issues.
- Analyze and install PeopleSoft updates, fixes and bundles.
- Participate in upgrade of EPM 8.9 to 9.0 and conversion of Information ETLs into Ascential.
- Participate in implementation of PeopleSoft EPM business intelligence and analytical reporting.
- Perform conversion of historical data to retire legacy information systems.
- Develop reporting approach to provide access to information from retired systems.
- Work with developers to determine optimal ETL and PSQuery performance.

Required Skills/Qualifications:

- A minimum of 3 years experience working with Oracle/PeopleSoft EPM8.x is required.
- A minimum of 3 years experience working with PeopleTools 8.x
- Strong ETL experience in Informatica and/or Ascential is required.
- Advanced PL/SQL skills are required.
- Analytical problem solving and excellent written/oral communication skills are also required.
- Experience developing EPM business intelligence and analytical reporting is desired.

Staffing Profiles and Credentials

Classification 2.4

PeopleSoft Administrator

The PeopleSoft Administrator will be responsible for configuration, administration, maintenance, tuning and troubleshooting of all PeopleSoft technical components across web, application, database, reporting and file servers across all PeopleSoft environments. Responsible for applying PeopleSoft and associated software patches, updates and fixes as necessary. Perform and provide support for object compares and code migrations.

Activities

- Perform PeopleSoft administration related to upgrades, applying fixes/patches and migrations for multiple environments
- Provide technical support with application problem diagnosis, web and application server administration and security administration.
- Provide technical support of PeopleTools, PS/Query, nVision and similar tools.
- Research patches and fixes on Customer Connection with recommendations to the application development teams.
- Perform and provide support for object compares and code migrations.
- Provide guidance and instruction to State of Connecticut personnel to assure they can assume support for PeopleSoft Administration.

Pre-Requisites:

- *A minimum of five (5) years* PeopleSoft Administration experience is required. Most recent experience should include implementing and supporting at least one of the following PeopleSoft 8.x and PeopleTools 8.4x environments (HRMS 8.9, Financials 8.9, EPM 8.8).
- Experience maintaining multiple versions of PeopleTools and PeopleSoft applications is required.
- Broad working knowledge of PeopleSoft products and tools and related technologies.
- Experience with AIX and Windows 200/2003 environments is required.
- Experience with setup, configuration and tuning of application servers, process schedulers and web servers.
- Experience with applying PeopleSoft patches/fixes.
- Experience with migrating PeopleSoft and file objects through development environments to production.
- Research and analyze patches and fixes on PeopleSoft Customer Connection website. Download fixes as needed.
- Ability to develop and document standards and procedures.
- Strong analytical thinking and structured problem solving.
- Solid organizational, time and task management skills.
- Strong multitasking skills.
- Ability to debug complex infrastructure, application and database-related issues is required.
- Experience with Quest Stat or other third party migration change control tool is desirable.
- Experience with Informatica and/or Ascential is desirable.
- Experience with Cybermation or other third party scheduling tool is desirable.

Staffing Profiles and Credentials

Classification 2.6

PeopleSoft Oracle DBA

The Oracle DBA will create, configure, monitor and administer the Oracle database environment. The DBA must be able to work independently to provide all aspects of Oracle database administration.

Activities:

- Responsible for Oracle database design and support.
- Perform capacity planning activities as related to database storage.
- Assist in database performance monitoring, tuning and optimization.
- Suggest and implement departmental standards and procedures for database administration.
- Work with database vendors and external support on issues such as upgrades, technical problems and solutions.
- Install and configure Oracle software and maintain software release levels.
- Develop, test and implement backup and recovery strategy.
- Follow change control and application deployment and access control procedures.
- Develop database monitoring procedures and utilities.
- Coordinate with other DBA team members on infrastructure enhancement or large development projects.
- Experience with Oracle 10g is preferred.

Pre-Requisites:

- *A minimum of five (5) years* of Oracle DBA experience in all phases of Oracle/PeopleSoft DBA support and PeopleSoft release upgrades.
- Experience with Oracle 10g RAC and ASM is preferred.
- Must be able to perform database backup and recovery, exports, imports, cloning, database refreshes, database monitoring, performance tuning.
- In -depth knowledge of Oracle databases and strong system level (AIX) and infrastructure (EMC SAN attached storage/RAID configuration, etc.) understanding.
- Proficient in UNIX scripting.
- Experience in resolving software integration problems.
- Excellent analytical ability, strong consultative and communication skills.

Staffing Profiles and Credentials

Classification 2.8

Unix System Administrator

The System Administrator position would provide a high level of technical support for UNIX/AIX system hardware, operating system and system software. This position would also assist with network administration functions and assure adequate connectivity to the network.

Activities:

- Handle server/software installations, upgrades, configuration and administration of Unix/AIX system.
- Monitor, analyze and tune system for performance.
- Capacity planning.
- Coordinate service level management and hardware maintenance / installation.
- Troubleshoot hardware, software and network issues. Determine areas requiring maintenance, repairs and upgrades.

Pre-Requisites:

- *A minimum of five (5) years* experience with providing system administration in a Unix large scale Enterprise environment is required.
- In-depth working knowledge and experience with Unix/AIX operating system is required.
- Working knowledge of GPFS/HA is required.
- Experience in planning, designing, configuring, patching, tuning and troubleshooting servers within this environment is required.
- Strong Perl or other scripting experience is required.
- Working knowledge and experience with EMC/SAN attached storage is required.
- Working knowledge and experience with EMC's SRDF/A replication and BCV technologies is required.
- Experience with large-scale PeopleSoft 8.x environments is preferred.

Staffing Profiles and Credentials

Classification 3.0

Windows 2000/2003 System Administrator

The System Administrator position would provide a high level of technical support for Windows 2000/2003 server hardware, operating system and system software on web, application, file and reporting servers. Position also provides technical support for VMWare ESX virtual server environment and server configuration management.

Activities:

- Plan, evaluate and apply server upgrades, patches and fixes.
- Provide support for Windows Active Directory.
- Handle server administration, configuration and installation issues with Windows 2000/2003 and VMWare ESX servers.
- Monitor, analyze and tune system for performance.
- Coordinate service level management and hardware maintenance / installation.
- Troubleshoot hardware, software and network issues. Determine areas requiring maintenance, repairs and upgrades.

Pre-Requisites:

- *A minimum of three (3) years* experience with providing system administration in a Windows Enterprise environment is required.
- Working knowledge and experience working with Windows 2000/2003 operating systems is required.
- Working knowledge, administration, implementation and configuration of VMWare ESX server and Virtual Center is required.
- Experience in planning, designing, configuring, patching, tuning and troubleshooting servers within these environments is required.
- Strong scripting skills is preferred.
- Working knowledge and experience with EMC SAN attached storage is preferred.
- Experience with large-scale systems and PeopleSoft 8.x environments is preferred.

Staffing Profiles and Credentials

Classification 3.2

Technical Architect

The Technical Architect will be responsible for analysis, design, development and enhancement of the technical architecture and infrastructure to support the State of Connecticut implementation of PeopleSoft.

Activities:

- Participate in the design and ongoing development of the technical architecture and infrastructure for the State of Connecticut PeopleSoft implementation.
- Assist in capacity and resource planning of network and/or platform facilities.
- Recommend and implement software, hardware and configuration changes to improve system performance.
- Analyze and design security procedures to proactively ensure overall security of the State of Connecticut PIA implementation.
- Troubleshoot infrastructure to identify errors or deficiencies and make recommendations on possible solutions.
- Review and analyze any reoccurring issues to identify possible problem triggers or best resolution tactics.
- Make recommendations for changes to the architecture as needed and assist with its development and implementation.
- Assist in the development of disaster recovery and restoration plans.
- Mentor State of Connecticut employees on PeopleSoft technical architecture and infrastructure requirements.

Pre-Requisites:

- *A minimum of five (5) years experience* in analysis, design, development and implementation of PeopleSoft 8.x technical architecture and infrastructure is required.
- Experience in designing multi-platform distributed processing environments is required.
- Experience with Unix/AIX, Oracle 9i/10g and Windows 2000/2003 environments are preferred.
- Knowledge of the broader impact of PeopleSoft HRMS, Financials, and EPM across architectural system components and critical business processes and applications is preferred.
- Experience with designing and implementation of a technical architecture and infrastructure to support PeopleSoft EPM Business Analytics may also be desired.
- Knowledge of State government business practices in regards to personnel and finance is desirable.
- Knowledge of State of Connecticut hardware/software/communications infrastructure is desirable.

Staffing Profiles and Credentials

Classification 3.4

Senior Technical Architect

The Senior Technical Architect will be responsible for in-depth analysis, design, development and enhancement of the technical architecture and infrastructure to support the State of Connecticut implementation of PeopleSoft.

Activities:

- Participate in the detailed design and on going development of the technical architecture and infrastructure for the State of Connecticut PeopleSoft implementation.
- Assist in capacity and resource planning of network and/or platform facilities.
- Recommend and implement software, hardware and configuration changes to improve system performance.
- Analyze and design security procedures to proactively ensure overall security of the State of Connecticut PIA implementation.
- In-depth infrastructure and technical component troubleshooting ability to identify errors or deficiencies and make recommendations on possible solutions.
- Review and analyze any reoccurring issues to identify possible problem triggers or best resolution tactics.
- Make recommendations for changes to the architecture as needed and assist with its development and implementation.
- Assist in the development of detailed disaster recovery and restoration plans.
- Mentor State of Connecticut employees on PeopleSoft technical architecture and infrastructure requirements.

Pre-Requisites:

- *A minimum of eight (8) years broad and in-depth experience* in analysis, design, development and implementation of PeopleSoft 8.x technical architecture and infrastructure is required.
- Experience in designing multi-platform distributed processing environments is required.
- Broad and proficient experience with PeopleSoft related technologies: Application Designer, Data Mover, Crystal, SQR, Application Engine, PeopleCode, Application Messaging.
- Hands on experience with Unix/AIX, Oracle 9i/10g and Windows 2000/2003 environments are preferred.
- Knowledge of the broader impact of PeopleSoft HRMS, Financials, and EPM across architectural system components and critical business processes and applications is preferred.
- Experience with detailed designing and implementation of a technical architecture and infrastructure to support PeopleSoft EPM Business Analytics may also be desired.
- Knowledge of State government business practices in regards to personnel and finance is desirable.
- Knowledge of State of Connecticut hardware/software/communications infrastructure is desirable.

Staffing Profiles and Credentials

Classification 3.6

PeopleSoft Security Analyst/Engineer

A PeopleSoft Security Analyst / Engineer will be responsible for the evaluation, analysis and design of PS Security configuration and processes across the Oracle/Peoplesoft ERP.

Activities:

- Conduct review and analysis of existing PS security configuration, practices and procedures across HRMS, Financials, EPM and Portal applications.
- Use knowledge of PS Security to maximize features and functionality.
- Work with project and security teams to define and communicate PS security strategies across HRMS, Financials, EPM and Portal.
- Make recommendations to improve, streamline and automate PS Security.
- Document PS Security recommendations and approach.
- Configure/develop PS Security objects.
- Implement, test, troubleshoot and document security strategies.
- Administer PS Security in all applications using On-line Application and Peopletools.
- Document PS Security in a manner that it can be interpreted, maintained and enhanced by others.
- Provide guidance and instruction to State of Connecticut personnel to assure they can assume support & maintenance for PS security across all applications.

Pre-Requisites:

- A *minimum of five (5) years experience* supporting PeopleSoft applications, of which *at least 3 years must include* working in PS Security Administration in PS modules including Portal Administration.
- Experience working on 1 or more PeopleSoft implementations is required.
- Experience utilizing SQL in ORACLE to audit and identify/correct security issues within an integrated Portal/HRMS/Finance and EPM environment utilizing Application messaging to synchronize users within the different environments, including creating queries to assist with proactive maintenance with a large scale multi database production environment.
- Strong background in implementing and upgrading PeopleSoft environments with respect to the testing methodologies and working with development teams to regression test system environments prior to go live.
- Experience working with the Creation and Migration of Security Projects to work in conjunction with the implementation of new releases by the respective development teams within the Test and Production environments.
- Development experience with PeopleTools, PeopleCode, SQR, AppMessaging, AppEngine, Component Interface and SQL is required.
- Analytical problem solving and excellent written/oral communication skills are also required.
- Detailed knowledge of PeopleSoft security in financials, human resources and portal integration is required.
- Experience with PeopleSoft version 8 development toolsets is required.
- PeopleSoft certification is desirable.

Staffing Profiles and Credentials

Classification 3.8

SAN Administrator

The SAN Administrator will be responsible for administering, configuring, maintaining, monitoring, upgrading, supporting, documenting and implementing the shared Storage/ SAN arrays and fabrics in a shared UNIX/AIX and Windows environment.

Activities:

- Design, configure, implement, maintain and support all SAN hardware, software & supporting fabric.
- Support and maintain SRDF/A replication.
- Support and maintain BCVs.
- SAN implementation and storage provisioning/LUN allocation, zoning and LUN masking.
- SAN capacity and performance monitoring/trending; disk growth. Create and distribute utilization, capacity, trending & analysis reports
- Monitor and track health of SAN and storage infrastructure. Provide detailed troubleshooting of SAN and storage device status to ensure support for critical services.
- Perform hardware/software upgrades in conjunction with vendor staff.
- Provide backup software configuration support.
- Ability to develop, maintain & enhance scripted solutions.

Pre-Requisites:

- *A minimum of five (5) years experience* in an EMC SAN environment; EMC Symmetrix DMX enterprise class hardware and software products.
- Experience with Storage Area Networks; FC switches, FC HBAs, SAN protocols.
- Experience with EMC's SAN management monitoring tools, automated storage problem detection/notification/resolution.
- Experience with EMC Control Center software.
- Experience with EMC Solutions Enabler (SYMCLI) commands
- Experience with EMC SYMCLI Configuration Manager
- Experience with EMC Powerpath software.
- Solid experience with BCVs and SRDF/A replication technologies.
- Strong scripting experience.
- Knowledge of State of Connecticut hardware/software/communications infrastructure is desirable.

Staffing Profiles and Credentials

Classification 4.0

Training Developers / Trainers

Trainers will be responsible for designing, developing and delivery of training to the State's end users. Agency business offices throughout the State of Connecticut require training on how to perform the State's business processes and reporting using PeopleSoft's Human Resources, Financial and EPM applications.

Activities:

- Design and develop/modify all assigned training materials, including business process workshop materials.
- Manage the design and organization of a 'computer lab' (sandbox or training environment).
- Develop and / or modify any needed instructor aids for use in classroom training and / or 'computer lab' setting.
- Deliver Core-CT training to end-users.
- Evaluate end user competency of the system after attending training.
- Conduct remedial or make-up training sessions, as required.
- Work with the programming/test team leads to ensure training manuals are updated appropriately with changes.

Pre-Requisites:

- A minimum of 3 years experience developing and delivering end user training is required.
- Experience in developing and delivering PeopleSoft end user training is required.
- Demonstrated knowledge of PeopleSoft is required.
- Demonstrated knowledge of instructional design methodology is required.
- Demonstrated knowledge of effective training delivery techniques is required.
- Strong communication and facilitation skills are also required.
- PeopleSoft help desk experience is desirable.
- Experience with RapidBuilder and Oracle's User Productivity Kit (UPK) is desired.

TERMS & CONDITIONS SP-7A (IT) Rev. 01/07	**STATE OF CONNECTICUT** **DOIT – CONTRACTS & PURCHASING DIVISION** **101 EAST RIVER DRIVE** **EAST HARTFORD, CT 06108-3274** **SPECIAL BID AND CONTRACT TERMS AND CONDITIONS**	**Bid Number** **07ITZ0040**

SPECIAL TERMS AND CONDITIONS

1. **SCOPE**

The State is seeking vendors to provide Oracle/PeopleSoft IT Consultants for The Office of the State Comptroller. This will be a two (2) year contract with two (2) possible one (1) year extension options at the State's sole discretion.

2. **INSURANCE REQUIREMENTS**

The contractor will carry sufficient insurance to cover the nature of work to be performed to indemnify and hold the State of Connecticut harmless from any insurable cause whatsoever. Upon Request, the contractor will furnish a current Certificate of Insurance evidencing General Liability, including products and completed operations coverage, Workers' Compensation and Automobile Liability coverage, naming the State of Connecticut as additional insured.

3. **PRICING RATES & PAYMENT TERMS**

Bidders will quote the number of employees, the number of payroll employees, the hourly rates and the daily rates. Payment terms are Net 45 days. The State will make payment within 45 days after parts acceptance, and receipt of a properly submitted invoice. Contractors may offer discounts for early payments.

4. **BASIS OF AWARD**

An award will be issued to multiple qualified vendors, who are in compliance with the Bid/Contract Terms and Conditions. The State reserves the right to make awards in a manner deemed in the best interest of the State.

5. **PRICE INCREASES**

Pricing Rates quoted under this contract shall remain firm for a period of one (1) year from effective date of contract award. Thereafter, the Bidders will be permitted to supply new rates not to exceed 5% or the Current Overall CPI.

The Contractor must submit a formal request for any price increase to the Department of Information Technology, Contracts & Purchasing Division, no later than thirty (30) days prior to the effective price increase date. The increase request shall contain the date the increase takes effect. No retroactive increase will be allowed. The State reserves the right to reject any requests deemed excessive.

6. CANCELLATION

The State reserves the right to cancel this invitation to bid, contract award, or specific line item without penalty for any reason it deems appropriate. The state reserves the right to cancel any unfulfilled portion of the contract if the Department of Information Technology or the Agency deems the service and/or replacement parts provided by the contractor are unsatisfactory or inconsistent with the bid/contract terms and conditions.

7. **CONTRACTOR INFORMATION**

In the event that the awarded contractor's information changes (i.e. name, address, telephone), it is the contractor's responsibility to notify the DOIT, Contracts & Purchasing Division, of such changes in writing. The State will not be held responsible for payments or purchase orders that are delayed due to additional routing caused by the lack of notification on the contractor's part.

8. **PURCHASE ORDERS & INVOICES**
The ordering State Agency will issue purchase orders. Questions regarding purchase orders and invoicing should be directed in accordance with the instructions contained in the boilerplate of the purchase order. Payments may be delayed if the State invoice form is not properly completed in accordance with the instructions contained on the purchase order.

9. **CONSULTANTS**
Upon acceptance of a valid Purchase Order issued by an agency of the Customer, the Vendor receiving such Purchase Order, hereinafter referred to as "Supplier," shall provide to the agency the data processing consultant(s), hereinafter referred to as "CONSULTANT," as noted in the CLASSIFICATION TITLES for the rates listed in the SCHEDULE OF RATES, and shall provide said CONSULTANT(S) in accordance with these Terms and Conditions and in accordance with the provisions set forth in such Purchase Order. Any such Purchase Order shall contain, as a minimum, the following:

a) Name of each CONSULTANT
b) Classification title
c) Rate of payment and not to exceed amount
d) Duration of required services of each CONSULTANT (start date, end date)
e) Project title and agency location at which each CONSULTANT will generally perform
f) Statement of Work
g) Agency official or representative from whom supervision shall be received
h) Address for submission of invoices
i) Reference to the Contract Award

10. **TERMINATION OF CONSULTANTS AND AMENDMENTS**
a. Upon thirty (30) days' notice to the Supplier, by the issuance of a Purchase Order Amendment, the agency may reasonably amend any Purchase Order and/or may terminate any CONSULTANT noted in any Purchase Order based upon sp-10 approval from the office of DOIT/CPD.

b. Completion of any services of any CONSULTANT provided hereunder, or the Customer's failure to issue any Purchase Order hereunder, shall not terminate these Terms and Conditions; the intent of the parties being to leave these Terms and Conditions in effect for the term specified in Section 2.

11. **PERFORMANCE CRITERIA**
a. The Supplier when responding to a request to provide a CONSULTANT to any agency shall be provided a Statement of Work by said agency. This Statement of Work, unless modified in writing by the agency, shall be the performance guide to be used by both the Supplier and agency.
b. The Supplier shall concur with any agency requirement for status reporting, management methodologies, related documentation, computer operations, standards, practices, and published security procedures.

c. The services of a CONSULTANT shall not be deemed completed until all aspects of the Statement of Work have been completed to the agency's satisfaction (including implementation and post audit).

12. **CONSULTANT SELECTION CRITERIA**
The agency shall have the opportunity to interview and accept or reject any CONSULTANT recommended by the Supplier to provide services to that agency.

13. **CONSULTANT DATES OF SERVICE**
No CONSULTANT services shall be provided to any agency prior to the start date specified in the Purchase Order nor shall the services of a CONSULTANT continue beyond the end date specified in the Purchase Order unless such Purchase Order has been duly amended. No employee, officer, or representative of the Customer, including the agency, or the Supplier may circumvent the intent of this section.

14. **FINANCIAL CONSIDERATIONS**

a. **Work Day**
The work day of the agency is eight (8) hours unless otherwise stated in the Purchase Order.

b. **Computing Payments**
The agency shall allow billing for one-half (1/2) hour increments up to eight (8) hours in any one day. However, the time in excess of the standard work day requires prior agency written approval.

c. **Overtime**
The contracted hourly rate shall be the only rate paid by the Customer unless otherwise stated in the Purchase Order and approved by the Department of Information Technology, Contracts & Purchasing Division, hereinafter referred to as the "DOIT/CPD."

d. **Travel Time**
The Customer shall not pay the Supplier for travel time between the CONSULTANT'S place of residence and the place of work.

e. **Travel Allowance**
The Customer shall not pay the Supplier any out-of-pocket expenses incurred by a CONSULTANT for travel to the place of work. Reimbursement of travel expenses incurred at the agency's request must be authorized beforehand, in writing, by the agency. Payments shall not exceed the Customer's present prevailing rates for Customer employees.

f. **Enhanced Training**
The agency shall not allow a CONSULTANT to attend training courses at the expense of the agency, unless such courses are in the best interests of the agency. Any such courses must be requested, justified, and authorized beforehand, in writing, by both the agency and DOIT/CPD.

g. **Personnel Movement Costs**
The Customer assumes no liability, financial or otherwise, for the transportation of Supplier's personnel and their possessions into or out of the State of Connecticut.

h. **Experience of CONSULTANTS**
There shall not be more than one upward reclassification of a CONSULTANT during the term of these Terms and Conditions into a higher experience category for pay purposes. Such reclassification can only occur after completion of twelve consecutive months of duty and after the CONSULTANT has met the stated experience requirements as provided in the LIST OF CONSULTANTS for any such reclassification.

15. **EMPLOYEES OF SUPPLIER**
Subcontractors are not to be utilized by the Supplier in the performance of these Terms and Conditions. The Supplier warrants and represents that all CONSULTANTS assigned to perform under these Terms and Conditions shall be full-time employees of the Supplier. The Supplier agrees to promptly provide specific supportive documentation of employment status as requested.

16. **CONSULTANT COMMITMENT**
a. Unless the agency terminates the CONSULTANT noted in an applicable Purchase Order, by issuance of an amendment or cancellation of the Purchase Order, as may be applicable, any CONSULTANT assignment resulting from such Purchase Order shall remain in force until the Purchase Order specified assignment end date.

b. If the Supplier terminates any CONSULTANT prior to the end date specified in the Purchase Order, the Customer shall be entitled to a credit based upon the following table:

Number of Work Days Worked_by_the_CONSULTANT	Calculation_of_Customer_Credits
1 through 15 days	Credit for total charges plus 10% of such charges to cover Customer's administrative overhead
16 through 30 days	Credit for one half (50%) of total charges
31 through 60 days	Credit for one quarter (25%) of total charges
61 days and thereafter	Credit for one fifth (20%) of total charges

17. **PERFORMANCE FAILURE**
If a CONSULTANT fails to perform as specified in the Statement of Work or the CONSULTANT is found by the agency to lack the basic skills for which she/he was selected, the CONSULTANT shall be immediately terminated and the Customer shall be immediately entitled to a credit based upon the following table:

Number of Work Days Worked by the CONSULTANT	Calculation_of_Customer_Credits
1 through 15 days	Credit for total charges plus 10% of such charges to

cover Customer's administrative overhead

16 through 30 days	Credit for one half (50%) of total charges
31 days and thereafter	Credit for ten (10) work days of charges

18. **CHARGES**

a. The Customer shall pay the Supplier any charges due it under these Terms and Conditions within forty-five (45) days, [thirty (30) days for Set-aside], after the period for which the applicable services of a CONSULTANT have been rendered and a related invoice has been received by the applicable agency.

b. The Supplier, no later than the 15th day after each calendar quarter, shall provide DOIT/CPD a written report stating the total value of Purchase Orders received during each such quarter.

19. **CONFIDENTIALITY**

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

b. All data and/or other information, in whatever form, delivered by the agency or otherwise obtained from the agency by the Supplier pursuant to these Terms and Conditions shall be deemed confidential to the Customer, including the agency. The Supplier shall provide care and safeguards for the Customer's, including the agency's, information and instruct its personnel to keep such information confidential by using such care and discretion as may be necessary. The Supplier shall have no obligation to safeguard such material if the material is publicly available, already in public possession or publicly known, rightfully obtained by the Supplier from third parties, or disclosed by the Supplier as required of the Supplier pursuant to the laws of public disclosure.

20. **OWNERSHIP AND PROPRIETARY RIGHTS**

Any product, whether acceptable or unacceptable, developed under these Terms and Conditions shall be the sole property of the Customer and the Customer shall have sole proprietary rights thereto.

21. **SEPARABILITY**

In the event any provision of these Terms and Conditions is decided by a proper authority to be invalid, the remaining provisions of these Terms and Conditions 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.

22. **HEADINGS**

The headings given to sections of these Terms and Conditions are intended to be used for reference only, and shall not affect the construction or interpretation of these Terms and Conditions.

23. **GENERAL**

a. These Terms and Conditions do not authorize either party to act as the agent or legal representative of the other for any purpose whatsoever. Neither party is granted any express or implied right, obligation or responsibility to bind the other party in any manner or thing whatsoever.

b. The failure of either party at any time 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 provision herein shall not be taken or held by the other party to be a waiver of the provision itself unless such a waiver is expressed in writing by the affected party and signed by an authorized individual of the affected party.
c. These Terms and Conditions 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.

24. **COMMUNICATIONS**
The address for the submission of invoices shall be provided in Purchase Orders. Unless notified otherwise by the other party in writing:

a) Correspondence and notices between the parties to these Terms and Conditions as to general business matters, quarterly reporting of Purchase Orders received, or the terms and conditions herein should be directed to:

Customer - DOIT/Contracts & Purchasing Division
101 E. River Drive
East Hartford, Connecticut 06108
Supplier - As stated in the Contract Award

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

b) All technical, coordination, or day-to-day administrative matters pertaining to these Terms and Conditions should be directed to:

Agency - As specified in the applicable Purchase Order
Supplier - As stated in the Contract Award

25. **SURVIVAL BEYOND COMPLETION**
The provisions of Section 20 and Section 21 shall survive forever.

In consideration of these presents, the Invitation to Bid and the Contract, and for other good and valuable consideration, the receipt and sufficiency of which are acknowledged, the parties agree to these Standard Bid and Contract Terms and Conditions (the "Terms and Conditions"), the terms of the Invitation to Bid and the Contract.

ALL INVITATIONS TO BID ISSUED BY THE DEPARTMENT OF INFORMATION TECHNOLOGY ("DOIT") WILL BIND BIDDERS TO THESE TERMS AND CONDITIONS, WHICH, UNLESS OTHERWISE SPECIFICALLY NOTED, MAY BE ABROGATED, MODIFIED OR SUPPLEMENTED IN WHOLE OR IN PART BY THE SPECIAL BID AND CONTRACT TERMS AND CONDITIONS (THE "SPECIFICATIONS") ISSUED IN CONNECTION WITH ANY INDIVIDUAL INVITATION TO BID. BY SUBMITTING A BID, THE BIDDER REPRESENTS AND WARRANTS THAT IT IS AGREEING TO ALL OF THE PROVISIONS IN THE INVITATION TO BID, INCLUDING THESE TERMS AND CONDITIONS.

1. Definitions. **Unless otherwise indicated, the following definitions shall apply to all Specifications, Invitations to Bid, awards, Contracts, etc., issued by DOIT:**

(a) Agency: Any office, department, board, council, commission, institution or other agency of the State.

(b) Alternate Bids: Bids submitted in addition to the bidder's primary response to the invitation to bid. Such bids are intended to act as an alternative to the primary bid or be exchanged for, take the place of, replace or substitute for the primary bid should such primary bid be rejected.

(c) Bid: An offer submitted in response to an Invitation to Bid.

(d) Bidder: As defined in Section 4a-50, Chapter 58 of the Connecticut General Statutes, and as it may be modified, a person, firm or corporation submitting a competitive bid in response to a solicitation.

(e) Bidder Parties: A Bidder's members, directors, officers, shareholders, partners, managers, principal officers, representatives, agents, servants, consultants, employees or any one of them or any other person or entity with whom the Bidder is in privity of oral or written contract and the Bidder intends for such other person or entity to perform under the Contract in any capacity.

(f) Cancellation: An end to the Contract effected pursuant to a right which the Contract creates due to a breach.

(g) Claims: All actions, suits, claims, demands, investigations and proceedings of any kind, open, pending or threatened, whether mature, unmatured, contingent, known or unknown, at law or in equity, in any forum.

(h) Conditional Bid: Bid that substantially limits or modifies any of the terms and conditions, specifications or requirements of the invitation to bid.

(i) **Contract:** The agreement, as of its effective date, between the Bidder and DOIT for any, or all, Systems, Systems Properties or ALL IP Rights, and any associated services, at the Bid price. The Contract shall include the Invitation to Bid and the Bid.

(j) **Contractor:** A Bidder who accepts or who is deemed to have accepted a Contract.

(k) **Contractor Parties:** A Contractor's members, directors, officers, shareholders, partners, managers, principal officers, representatives, agents, servants, consultants, employees or any one of them or any other person or entity with whom the Contractor is in privity of oral or written contract and the

Contractor intends for such other person or entity to perform under the Contract in any capacity.

(l) **Business Day:** Unless otherwise specifically noted, all calendar days other than Saturdays, Sundays and days designated as national or State of Connecticut holidays.

(m) **Expiration:** An end to the Contract due to the completion in full of the mutual performances of the parties or due to the Contract's term being completed.

(n) **Information Systems:** As defined in Title 4d, Chapter 61 of the Connecticut General Statutes, and as it may be modified, the combination of data processing hardware and software in the collection, processing and distribution of data to and from interactive computer-based systems to meet informational needs.

(o) **Invitation to Bid:** The document through which DOIT solicits sealed competitive Bids for any, or all, Systems and associated services through particular Specifications. The Invitation to Bid shall include these Terms and Conditions, the Specifications and all such other documents that DOIT deems it to be appropriate to include in the solicitation.

(p) **Lowest Responsible Qualified Bidder**: As defined in Title 4a, Chapter 58 of the Connecticut General Statutes, and as it may be modified, the Bidder whose Bid is the lowest of those Bidders possessing the skill, ability and integrity necessary to faithful performance of the work based on objective criteria set forth in the Invitation to Bid and considering past performance and financial responsibility.

(q) **Multiple Bids:** More than one Bid submitted in response to the same invitation to bid by the same bidder, whether on a separate bid form or attached to the initial bid form. Such bids are intended to be separate and distinct from each other and are meant to be evaluated as individual bids without reference to any other bid.

(r) **Records:** All working papers and such other information and materials as may have been accumulated by the Contractor in performing the Contract, including but not limited to, documents, data, plans, books, computations, drawings, specifications, notes, reports, records, estimates, summaries and correspondence, kept or stored in any form.

(s) **State:** The State of Connecticut.

(t) **Systems:** Information Systems and Telecommunication Systems, or separately as the context may require.

(u) **Systems Properties:** Records, source and object programs, documentation, specifications, modifications, designs, models, intellectual property rights, all ideas, concepts, know-how, expressions, and methodologies developed or initially conceived jointly or individually by the parties and the right to obtain and hold patents, copyrights, registrations and other similar protections.

(v) **Telecommunication Systems:** As defined in Title 4d, Chapter 61 of the Connecticut General Statutes, and as it may be modified, the telephone equipment and transmission facilities, either alone or in combination with Information Systems, for the electronic distribution of all forms of information, including voice, data and images.

(w) **Termination:** An end to the Contract effected pursuant to a right which the Contract creates, other than for a breach.

2. Bid Submission Process. Bidders must submit Bids on and in accordance with DOIT forms. DOIT will not accept Telephone or facsimile Bids under any circumstances. The Invitation to Bid sets forth the time and date that DOIT will open Bids. DOIT will not consider Bids arriving after the specified time and date. Bidders must submit Bids in a sealed package to DOIT at such address as the Invitation to Bid specifies. The outside of sealed Bid package must clearly indicate the Invitation to Bid number as well as the date and time of the opening of the Bids. The name and address of the Bidder should appear in the upper left-hand corner of the Bid package. Bids may be submitted for all or any part of total quantities or for any or all agency requirements listed in the Invitation to Bid, unless otherwise specifically indicated.

3. Bid Preparation, Content, Execution and Copies. Bids must include all information required in the Invitation to Bid in order for the Bid to be accepted and not rejected. Failure to provide such information will result in the rejection of the Bid. Bidders must verify the contents of their Bids before submission, as DOIT will not consider amendments to any

STANDARD BID AND CONTRACT TERMS AND CONDITIONS

Bids after the time specified for the opening of Bids. Bidders must submit one original and one copy of the Bid to DOIT. Bids shall be handwritten in ink, typewritten, or computer prepared. DOIT will reject all Bids prepared in pencil. A person duly authorized to sign Bids on behalf of the Bidder shall sign all Bids**. DOIT shall reject all unsigned Bids. All signatures shall be original signatures,** unless there is specific authorization from DOIT for the use of non-manual forms of signature. The person signing the Bid or his authorized designee shall initial and date all erasures, alterations or corrections on both the original and copy of any documentation submitted to DOIT. Failure to do so may result in rejection of the Bid for those items erased, altered or corrected and not initialed

4. Addenda to Invitation to Bid. If DOIT issues any addendum to the Invitation to Bid, the Bidder should sign it and return it with the Bid or before the Bid opening. In the event that it is not, vendors will still be held to the obligation of whatever change/modification is set forth in the Addendum

5. Conditional Bids. **Conditional Bids may be rejected in whole or in part.**

6. Alternate and Multiple Bids. Alternate Bids or Multiple Bids may be rejected in whole or in part.

7. No Substitute Specification. **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 a System, does not restrict Bidders to that manufacturer or specific System or System Properties. Such use simply and only indicates the character or quality of the System in which the State is interested. The System offered must be of similar character and quality and include any applicable options, accessories, etc. and serve the purpose for which it is to be used equally as well as the one specified. By submitting the Bid, the Bidder so warrants the System. Bids on comparable Systems must clearly state the exact System offered including any and all applicable options, accessories, etc., and the Bidder shall furnish such other information concerning the System as will be helpful in evaluating its acceptability for the purposes intended. If the Bidder does not indicate that the System offered is other than as specified, it will be understood that the Bidder is offering the System exactly as specified.**

8. Pricing. Prices must be in decimals, not fractions, net, and shall include transportation and delivery charges fully prepaid by the Contractor, FOB, to the destination specified in the Invitation to Bid. In the event of a discrepancy between the unit price and the extension price, the unit price shall govern. Any discrepancy between the original and the copy of the Bid may result in rejection of the Bids for the System items so affected, except in the event of Bids awarded on a total basis, in which case DOIT shall consider the lower total price in making the award.

9. Tax Exemption. In accordance with section 12-412 of the Connecticut General Statutes, the State 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.

10. Bid Opening. DOIT will open and read all Bids publicly, unless otherwise provided by law. Bidders may be present or be represented at all openings. After DOIT makes the award, Bids are subject to public inspection by appointment during DOIT's normal business hours. DOIT will not prepare, discuss or communicate summaries of Bids in any way.

11. Right to Cancel or Amend. DOIT may amend an Invitation to Bid at any time prior to the date and time of Bid opening. DOIT may cancel an Invitation to Bid at any time prior to the date and time of Contract award. Such cancellation shall not be deemed to be a breach of contract by DOIT.

12. Samples. If the Invitation to Bid requires that Bidders submit samples of Systems, the samples must meet at a minimum all Specifications. Bidders must submit samples when required and strictly in accordance with instructions, or DOIT may reject the Bid. If DOIT accepts a sample that does not meet the Specifications, this does not indicate or mean that DOIT has lowered or modified the Specifications. However, if any Bid sample is superior in quality to the Specifications, all deliveries shall have the same identity and quality as the Bid sample. If DOIT requests samples subsequent to the opening of Bids, the Bidder shall deliver them as specified in the Bid, free of any charges or fees and be accompanied by a descriptive memorandum indicating the Bidder desires for their return. The State shall return any samples in accordance with such memorandum, provided that they have not been used or made useless by testing. The State may hold samples for comparison with deliveries.

13. Rejected Items; Abandonment. If DOIT notifies Bidders that they must retrieve samples, or any other Systems, goods or equipment (collectively, the "Rejected Items") belonging to the Bidder, wherever located, the Bidder must do so within forty-eight (48) hours after notification unless public health and safety require immediate destruction or other disposal of the Rejected Items. The Bidder agrees and acknowledges that its failure to retrieve and remove from any State premises the Rejected Items within such time shall be deemed to be an abandonment of the Rejected Items and, without more required of any party, shall vest authority in DOIT or any Agency to use or dispose of the Rejected Items as if they were the State's own property, as they deem it to be appropriate and in accordance with the law without incurring any liability or obligation to the Bidder or any other party. To the extent that DOIT and/or any Agency incurs any costs or expenses in connection with the Rejected Items, including, but not limited to, disposing of the Rejected Items, the Bidder shall reimburse the appropriate State entity no later than thirty (30) days after the date of invoice for such costs and expenses. All samples will be set up at DOIT unless DOIT indicates another location.

14. Award Criteria. DOIT shall award Contracts to the Lowest Responsible Qualified Bidder, in accordance with the factors set forth in 4a-59 of the Connecticut General Statutes, in the corresponding regulations and in the Invitation to Bid. Past performance, financial responsibility, the quality of the Systems to be supplied, their conformity with Specifications, their suitability to the requirements of the State, the delivery terms and administrative costs to the State shall always be factors in making contract awards.

15. Right to Manage Award. DOIT may award by System item, or part thereof, groups of Systems, or all Systems in the Invitation to Bid;
reject any and all Bids in whole or in part; waive or correct minor irregularities and omissions if, in DOIT's judgment, the best interest of the State will be served; or correct inaccurate awards, as it deems to be appropriate, resulting from clerical or administrative errors. If in the case of an irregularity, omission or mistake, the intended correct Bid is clearly evident on the face of the Bid, the Bidder shall be given an opportunity to correct the Bid to reflect the correct intent. Examples of mistakes that are clearly evident on the face of the Bid include but are not limited to, typographical errors, errors in extending unit prices, transposition errors, and arithmetical errors.

16. Effective Date. The Contract shall be deemed to exist and be effective from the time that the Bidder accepts DOIT's Contract award notice to the Bidder. Bidder acceptance shall occur the earlier of the date of Bidder's written acceptance to DOIT in response to the Contract award notice or, absent such written acceptance, ten (10) days from the date of the Contract award notice. If any Bidder refuses or fails to accept DOIT's Contract award within ten (10) days from the date of the Contract award notice, DOIT may award the Contract to the next Lowest Responsible Qualified Bidder, and so on until the Contract is awarded and accepted. Refusal to accept a Contract after the ten (10) day period shall be deemed to be a breach of Contract and the Contractor shall be subject to the section in these terms and conditions concerning Open Market Purchases.

17. Bidder Obligations Concerning the Bid. A Bidder, if requested, must present evidence of experience, ability, service facilities, factory authorization and financial standing necessary to meet satisfactorily the requirements set forth or implied in the Invitation to Bid.

18. Discounts. Bidders may offer a discount for prompt payment, but such discount will not be taken into consideration in determining lowest price, except in the case of a price tie.

19. Rejection of Bids for Malfeasance. DOIT may, in its sole discretion, reject the Bid of any Bidder if at the time of Bid submittal the Bidder or Bidder Parties is in breach of any of the applicable representations and warranties listed in the Representations and Warranties section of these Terms and Conditions

20. Order and Delivery. The Contract shall bind the Bidder to furnish and deliver the Systems and/or services at the prices set forth in the Bid and in accordance with the Invitation to Bid, including these Terms and Conditions. Subject to the sections in these terms and conditions concerning Force Majeure, Termination, Cancellation and Expiration and Open Market Purchases, the Contract shall bind the State to order the Systems and any associated services from the Contractor, and to pay for the accepted Systems and any associated services at the Contract prices. The State may order and the Contractor shall deliver accordingly up to ten (10) percent more or less than the quantity listed in the Invitation to Bid. Subject to Contractor acceptance, Agencies not originally or specifically mentioned in the Invitation to Bid may purchase Systems and associated services from the Contractor. Agencies mentioned in the Invitation to Bid may transfer Systems and any associated services that they would have ordered to one or more other Agencies and the Contractor shall perform accordingly, subject to an adjustment in transportation costs, if applicable, resulting from any possible change in delivery sites. Provided further that such transportation costs are based on separately determined delivery costs to individual Agencies.

21. Contract Amendments. No alterations or variations of the Contract shall be valid or binding upon the State unless made in writing and signed by both parties.

22. Term. Contracts will remain in force for the full period specified in the Invitation to Bid or until;

a. Terminated or Cancelled in accordance with these Terms and Conditions; or
b. Extended in accordance with section 4a-59a of the Connecticut General Statutes, upon written authorization of the CIO and acceptance by the contractor, to permit ordering of unordered balances or additional quantities at the contract price and in accordance with the contract terms.
c. Expired.

23. Assignment. The Contractor shall not assign any of its rights or obligations under the Contract, voluntarily or otherwise, in any manner without the prior written consent of DOIT. DOIT may void any purported assignment in violation of this section and to declare the Contractor in breach of Contract. If the Contractor assigns its rights or obligations under the Contract without the consent of DOIT, DOIT may Cancel the Contract in accordance with the Termination, Cancellation and Expiration section of these Terms and Conditions, effective as of the assignment's occurrence or such other time as DOIT specifies in the Cancellation notice. Any Cancellation is without prejudice to DOIT's rights or possible Claims.

24. Termination, Cancellation and Expiration.

(a) Notwithstanding any provisions in the Invitation to Bid, including these Terms and Conditions, DOIT's Chief Information Officer ("CIO"), or the CIO's designee, may Terminate or Cancel the Contract whenever the CIO makes a written determination that such Termination or Cancellation is in the best interests of the State. DOIT shall notify the Contractor in writing of Termination or Cancellation pursuant to this section, which notice shall specify the effective date of Termination or Cancellation and the extent to which the Contractor must complete performance under the Contract prior to such date.

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

(c) Upon receipt of a written notice of Termination or Cancellation from the State, the Contractor shall cease operations as directed by the State in the notice, and take all actions that are necessary or appropriate, or that the State may reasonably direct, for the protection and preservation of the Systems, Systems Properties and any other property. Except for any work which DOIT directs the Bidder to perform in the notice prior to the effective date of Termination or Cancellation, and except as otherwise provided in the notice, the Contractor shall terminate or conclude all existing subcontracts and purchase orders and shall not enter into any further subcontracts, purchase orders or commitments.

(d) In the case of any Termination or Cancellation, the State shall, within forty-five (45) days of the effective date of Termination or Cancellation, reimburse the Contractor for its performance rendered and accepted by the State in accordance with the compensation provisions of the Contract, in addition to all actual and reasonable costs incurred after Termination or Cancellation in completing those portions of the performance which the Contractor was required to complete by the notice. However, the Contractor is not entitled to receive and the State is not obligated to tender to the Contractor any payments for anticipated or lost profits. Upon request by the State, the Contractor shall assign to the State, or any replacement contractor which the State designates, all subcontracts, purchase orders and other commitments, deliver to the State all Records and other information pertaining to its performance, and remove from State premises, whether leased or owned, all such equipment, waste material and rubbish related to its performance as the State may request.

(e) For breach or violation of any of the provisions in the section of these Terms and Conditions concerning Representations and

(f) Warranties, the State may Cancel the Contract in accordance with its terms and revoke any consents to assignments given as if the assignments had never been requested or consented to, without liability to the Contractor or Contractor Parties or any third party.

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

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

25. Breach. If either party breaches the Contract in any respect, the non-breaching party shall provide written notice of such breach to the breaching party and afford the breaching party an opportunity to cure the breach within ten (10) days from the date that the breaching party receives such notice, or such other time as provided in the notice, the Invitation to Bid or these Terms and Conditions, whichever is latest. Such right to cure period shall be extended if the non-breaching party is satisfied that the breaching party is making a good faith effort to cure but the nature of the breach is such that it cannot be cured within the right to cure period. The notice may include an effective Contract cancellation date if the breach is not cured by the stated date and, unless otherwise modified by the non-breaching party in writing prior to the cancellation date, no further action shall be required of any party to effect the cancellation as of the stated date. If the notice does not set forth an effective Contract cancellation date, then the non-breaching party may Cancel the Contract by giving the breaching party no less than twenty four (24) hours' prior written notice. If the State believes that the Contractor has not performed according to the Contract, the State may withhold payment in whole or in part pending resolution of the performance issue, provided that DOIT notifies the Contractor in writing prior to the date that the payment would have been due in accordance with the Payment section of these Terms and Conditions. For notice purposes, a lesser payment period shall not apply. If a cash discount for prompt payment is invoiced, the withholding of

payments as provided for in this section shall not deprive the State of the right to take such cash discount.

26. Waiver.

(a) No waiver of any breach of the Contract shall be interpreted or deemed to be a waiver of any other or subsequent breach. All remedies afforded in the Contract shall be taken and construed as cumulative, that is, in addition to every other remedy provided in the Contract or at law or in equity.

(b) A party's failure to insist on strict performance of any provision of the Contract shall only be deemed to be a waiver of rights and remedies concerning that specific instance of performance and shall not be deemed to be a waiver of any subsequent rights, remedies or breach.

27. Open Market Purchases. Except to the extent that the Contractor is performing within a right to cure period, failure of the Contractor to perform within the time specified in the Contract, or failure to replace rejected or substandard Systems or fulfill unperformed services when so requested and as the Contract provides or allows, constitutes a breach of the Contract and as a remedy for such breach, such failure shall constitute authority for DOIT, if it deems it to be necessary or appropriate in its sole discretion, to Cancel the Contract and/or to purchase on the open market, Systems and associated services to replace those which have been rejected, not delivered, or not performed. The State shall invoice the Contractor for all such purchases to the extent that they exceed the costs and expenses in Contractor's Bid and the Contractor shall pay the State's invoice immediately after receiving the invoice. If DOIT does not Cancel the Contract, the State will deduct such open market purchases from the Contract quantities. However, if the CIO deems it to be in the best interest of the State, DOIT may accept and use the Systems delivered which are substandard in quality, subject to an adjustment in price to be determined by DOIT.

28. Purchase Orders. The Contract itself is not an authorization for the Contractor to ship any Systems or to begin performing in any way. The Contractor may begin performing only after it has received a duly issued purchase order against the Contract for performance. The Agency using the Contract will issue a purchase order against the Contract directly to the Contractor. All purchase orders must be in writing, bear the Contract number and comply with all other State requirements, particularly the Agency's requirements concerning procurement. A Contractor making delivery without a formal written purchase order does so at his own risk.

29. Nonresponsibility. If (a) a Bidder fails to accept a Contract within ten (10) days, as specified in the Effective Date section of these terms and conditions; (b) a Contractor suffers an unexcused material breach of the Contract and fails to cure that breach in accordance with the procedures set forth in the Breach section of these terms and conditions; or (c) a Contractor fails to reimburse the State for open market purchases as set forth in the Open Market Purchases section of these terms and conditions, then DOIT will take that into consideration in future Invitations to Bid when evaluating the Bidder's responsibility. The consideration of this factor may lead to a "not responsible" finding against the Bidder and make a Bidder ineligible to receive one or more future contract awards.

30. Indemnification.

a. The Contractor shall indemnify, defend and hold harmless the State and its officers, representatives, agents, servants, employees, successors and assigns from and against any and all (1) Claims arising, directly or indirectly, in connection with the Contract, including the acts of commission or omission (collectively, the "Acts") of the Contractor or Contractor Parties; and (2) liabilities, damages, losses, costs and expenses, including but not limited to, attorneys' and other professionals' fees, arising, directly or indirectly, in connection with Claims, Acts or the Contract. The Contractor shall use counsel reasonably acceptable to the State and without charge to the State in carrying out its obligations under this section. The Contractor's obligations under this section to indemnify, defend and hold harmless against Claims includes Claims concerning any intellectual property rights, other proprietary rights of any person or entity, copyrighted or uncopyrighted compositions, secret processes, patented or unpatented inventions, articles or appliances furnished or used in the performance of the Contract.

b. The Contractor shall reimburse the State for any and all damages to the real or personal property of the State caused by the Acts of the Contractor or any Contractor Parties. The State shall give the Contractor reasonable notice of any such Claims.

c. The Contractor's duties under this section shall remain fully in effect and binding in accordance with the terms and conditions of the Contract, without being lessened or compromised in any way, even where the Contractor is alleged or is found to have merely contributed in part to the Acts giving rise to the Claims and/or where the State is alleged or is found to have contributed to the Acts giving rise to the Claims.

d. The Contractor shall carry and maintain at all times during the term of the Contract, and during the time that any provisions survive the term of the Contract, sufficient general liability insurance to satisfy its obligations under this section. The Contractor shall name the State as an additional insured on the policy.

e. The rights provided in this section for the benefit of the State shall encompass the recovery of attorneys' and other professionals' fees expended in pursuing a Claim against a third party.

This section shall survive the Termination, Cancellation or Expiration of the Contract, and shall not be limited by reason of any insurance coverage.

31. Forum and Choice of Law. The Contract shall be deemed to have been made in the City of Hartford, State of Connecticut. Both Parties agree that it is fair and reasonable for the validity and construction of the Contract to be, and it shall be, governed by the laws and court decisions of the State of Connecticut, without giving effect to its principles of conflicts of laws. To the extent that any immunities provided by Federal law or the laws of the State of Connecticut do not bar an action against the State, and to the extent that these courts are courts of competent jurisdiction, for the purpose of venue, the complaint shall be made returnable to the Judicial District of Hartford only or shall be brought in the United States District Court for the District of Connecticut only, and shall not be transferred to any other court, provided, however, that nothing here constitutes a waiver or compromise of the sovereign immunity of the State of Connecticut. The Contractor waives any objection which it may now have or will have to the laying of venue of any Claims in any forum and further irrevocably submits to such jurisdiction in any suit, action or proceeding.

32. Contractor Guaranties. Contractor shall:

a. Perform fully under the Contract, the Invitation to Bid and the Bid in accordance with their terms.

b. Guarantee the Systems and, as applicable, Systems Properties, against defective material or workmanship and to repair any damage or marring occasioned in transit or, at the State's option, replace them;

c. Furnish adequate protection from damage for all work and to repair damage of any kind, for which its workers are responsible, to the premises, equipment Systems or System Properties, to the Contractor's work or that of Contractor Parties;

d. With respect to the provision of services, pay for all permits, licenses and fees and give all required or appropriate notices;

e. adhere to all contractual provisions ensuring the confidentiality of Records that the Contractor has access to and are exempt from disclosure under the State's Freedom of Information Act or other applicable law; and

f. Neither disclaim, exclude nor modify the implied warranties of fitness for a particular purpose or of merchantability.

The contractual provisions concerning the confidentiality provisions guarantee in this section shall include civil sanctions for the unauthorized disclosure of the Records. The Contractor and Contractor Parties shall be treated as State employees with respect to any civil or criminal statutes providing for civil or criminal sanctions for unauthorized disclosures.

33. Systems' Standards and Appurtenances. Any Systems delivered must be standard new Systems, latest model, except as otherwise specifically stated in the Invitation to Bid. Where the Invitation to Bid or Bid do not specifically list or describe any part or nominal appurtenances of equipment for the Systems, it shall be understood that the Contractor shall deliver such equipment and appurtenances as are usually provided with the manufacturer's stock model.

34. Delivery.

(a) Any Systems delivered shall be standard new equipment, latest model, except as otherwise stated in the Invitation to Bid. Remanufactured, refurbished or reconditioned equipment may be accepted but only to the extent allowed under the Invitation to Bid. Where any part or nominal appurtenances of equipment are not described, it shall be understood that all equipment and

appurtenances, which are usually provided in the manufacturer's stock model, shall be furnished.

(b) Delivery shall be made as ordered and in accordance with the Invitation to Bid. Unless otherwise specified in the Invitation to Bid, delivery shall be to a loading dock or receiving platform. The Contractor or Contractor's shipping designee shall be responsible for removal of Systems from the carrier and placement on the agency loading dock or receiving platform. State receiving personnel are not required to assist in this process. The decision of the CIO as to reasonable compliance with delivery terms shall be final and binding. The burden of proof of proper receipt of the order shall rest with the Contractor.

(c) In order for the time of delivery to be extended, DOIT must first approve a request for extension from the time specified in the Contract, such extension applying only to the particular item or shipment.

(d) Systems 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 shall remain the property of the State unless otherwise stated in the Bid.

(e) All risk of loss and damage to the Systems and Systems Properties transfers to the State upon Title vesting in the State.

35. System Inspection. DOIT shall determine the manner and prescribe the inspection of all Systems and the tests of all samples submitted to determine whether they comply with all of the Specifications in the Invitation to Bid. If any System fails in any way to meet the Specifications in the Invitation to Bid, DOIT may, in its sole discretion, either reject it and owe nothing or accept it and pay for it on an adjusted price basis, depending on the degree to which the System meets the Specifications. Any decision pertaining to any such failure or rejection shall be final and binding.

36. Payment. Payment shall be made only after the Agency receives the Systems or services and after acceptance of the Systems or services and presentation of a properly completed invoice. Unless otherwise specified in the Invitation to Bid, payment for all accepted Systems and/or associated services shall be due within forty-five (45) days after acceptance of the Systems or services. Bids that require payment in less than forty-five (45) days shall be rejected, unless DOIT determines in its sole discretion that the Bid's requiring a lesser period is not material.

37. Invoicing. The Contractor shall send all invoices directly to the Agency at the address indicated on the purchase order and shall make all inquiries regarding the status of unpaid invoices also only to such ordering Agency.

38. Force Majeure. The State and the Contractor shall not be excused from their duty to perform in accordance with the Contract except in the case of Force Majeure events and as otherwise provided for in the Contract. In the case of any such exception, the nonperforming party shall give immediate written notice to the other, explaining the cause and probable duration of any such nonperformance.

39. Advertising. The Contractor shall not refer to sales to the State for advertising or promotional purposes without DOIT's prior written approval.

40. American with Disabilities Act. The Contractor shall be and remain in compliance with the Americans with Disabilities Act of 1990 ("Act"), to the extent applicable, during the term of the Contract. The State may Cancel the Contract if the Contractor fails to comply with the Act.

41. Representations and Warranties. The Contractor, and the Bidder, as appropriate, represent and warrant to the State for itself and Contractor Parties and Bidder Parties, as appropriate, that:

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

(b) they will comply with all applicable State and Federal laws and municipal ordinances in satisfying their obligations to the State under and pursuant to the Contract, including, but not limited to (1) Connecticut General Statutes Title 1, Chapter 10, concerning the State's Codes of Ethics and (2) Titles 4a and 4d concerning State purchasing, including, but not limited to Sections 4a-60 and 4a-60a, concerning nondiscrimination, 22a-194a concerning the use of polystyrene foam, 4d-32 concerning subcontracts, 4d-34 concerning ownership rights and integrity of public records, 4d-35 concerning applicability of the Connecticut Freedom of Information Act, 4d-36 concerning nondisclosure of public records, 4d-37 concerning prohibition on selling, marketing or profiting from public records and 4d-38 concerning notice to DOIT for violation of certain laws.

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

(d) they are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal or state department or agency;

(e) as applicable, they have not, within the three years preceding the Contract, in any of their current or former jobs, been convicted of, or had a civil judgment rendered against them or against any person who would perform under the Contract, for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, state or local) transaction or contract. This includes, but is not limited to, violation of Federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

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

(g) they have not within the three years preceding the Contract had one or more public transactions (Federal, state or local) cancelled for cause or breach;

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

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

(j) they shall disclose annually on the anniversary date of the effective date of the Contract, any and all Claims involving the Contractor or Contractor Parties that might reasonably be expected to materially adversely affect their businesses, operations, assets, properties, financial stability, business prospects or ability to perform fully under the Contract;

(k) its participation in the Invitation to Bid process is not a conflict of interest or a breach of ethics under the provisions of Title 1, Chapter 10 of the Connecticut General Statutes concerning the State code of ethics;

(l) the Bid is not made in connection or concert with any other person, entity or Bidder, including any affiliate of the Bidder, submitting a Bid for the same Systems, and is in all respects fair and without collusion or fraud;

(m) it has not participated in any communications concerning the Invitation to Bid with any person or entity who submits a Bid, including, but not limited to, any manufacturers and/or dealers;

(n) it is able to perform under the Contract using its own resources or the resources of a party who is not a Bidder;

(o) each Systems or each developed, modified or remediated Systems delivered under the Contract shall: (1) accurately assess, present or process date and 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 and time data when used in combination with other Systems; and (3) perform as a System, if so stipulated in the Contract;

(p) it shall obtain in a written contract all of the representations and warranties in this section from any subcontractor that it contracts with in connection with the Contract and to require that provision to be included in any lower tier subcontracts and purchase orders;

(q) it has paid all applicable workers' compensation second injury fund assessments concerning all previous work done in Connecticut;

(r) it has a record of compliance with Occupational Health and Safety Administration regulations without any unabated, willful or serious violations;

(s) it owes no unemployment compensation contributions;

(t) it is not delinquent in the payment of any taxes owed, or that it has filed a sales tax security bond, and it has, if and as applicable, filed for motor carrier road tax stickers and has paid all outstanding road taxes;

(U) all of its vehicles have current registrations and, unless such vehicles are no longer in service, it shall not allow any such registrations to lapse;

(V) each Contractor Party or Bidder Party has vested in the Contractor and Bidder plenary authority to bind them to the extent necessary or appropriate in any agreement with the State in accordance with these representations and warranties and that they shall also provide, no later than fifteen (days) days after receiving a request from DOIT, such information as DOIT may require to evidence, in the State's sole determination, compliance with this section;

(w) it shall afford the State the lowest rates available for the Systems and any associated services and shall provide an annual written statement that it has complied with such representation and warranty;

(x) except to the extent modified or abrogated in the Specifications, all ownership, title, licenses, rights and interest (including, but not limited to, perpetual use) (collectively, "Title") of and to the Systems and Systems Properties shall pass to the State upon complete installation, testing and acceptance of the Systems and associated services and payment by the State;

(y) if either party Terminates or Cancels the Contract, for any reason, the Contractor shall relinquish to the State all Title to the Systems and Systems Properties delivered, accepted and paid for (except to the extent any invoiced amount is disputed) by the State;

(z) with regard to third party products provided with the Systems, and Systems Properties, the Contractor shall transfer all licenses which it is permitted to transfer in accordance with the applicable third party license;

(aa) the Contractor shall not copyright, register, distribute or claim any rights in or to the Systems and Systems Properties after the effective date of the Contract without DOIT's prior written consent;

(bb) it either owns or has the authority to use all Title of and to the Systems, Systems Properties and that such Title is not the subject of any encumbrances, liens or claims of ownership by any third party;

(cc) the Systems and Systems Properties do not infringe or misappropriate any patent, trade secret or other intellectual property right of a third Party;

(dd) the State's use of any Systems and Systems Properties shall not infringe or misappropriate any patent, trade secret or other intellectual property right of a third Party;

(ee) if the Contractor procures any Systems, Systems Properties Rights, the Contractor shall sub-license such Systems, Systems Properties and that the State shall be afforded the full benefits of any manufacturer or subcontractor licenses for the use of the Systems and Systems Properties;

(ff) the Contractor shall disclose to DOIT all software license and software escrow agreements that it has with any manufacturers or Contractor Parties; and

(gg) the Contractor shall assign or otherwise transfer to DOIT, or afford DOIT the full benefits of any manufacturer's warranty for the Systems, Systems Properties and All IP Rights, to the extent that such warranties are assignable or otherwise transferable to DOIT.

42. Disclosure of Contractor Parties Litigation. The Contractor shall require that all Contractor Parties, as appropriate, disclose to the Contractor annually on the anniversary date of the effective date of the Contract, to the best of their knowledge, any Claims involving the Contractor Parties that might reasonably be expected to materially adversely affect their businesses, operations, assets, properties, financial stability, business prospects or ability to perform fully under the Contract. The Contractor shall provide such information to DOIT no later than ten (10) days after the Contractor receives such information. Disclosure shall be in writing.

43. Bidder Communications with State. The only Agency with which Bidders may communicate concerning the Invitation to Bid and their Bid is DOIT. They may not contact the requesting Agency or any of its employees unless the Bidder has received prior written approval from DOIT. Any alleged oral agreement or arrangement made by a Bidder or Contractor with any Agency or any of its employees shall not bind DOIT or the State.

44. Entirety of Contract. The Contract is the entire agreement between the parties with respect to the its subject matter, and supersedes all prior agreements, proposals, offers, counteroffers and understandings of the parties, whether written or oral. No alteration, modification or interpretation of the Contract shall be valid or binding unless in writing and signed by both parties. The Contract has been entered into after full investigation, neither party relying upon any statement or representation by the other unless such statement or representation is specifically embodied in the Contract.

45. Price Reduction. The parties may agree to a reduction in the Bid price for any part or all of the System and/or associated services after the Contractor begins to perform.

46. Executive Orders. The Contract is subject to the provisions of Executive Order No. Three of Governor Thomas J. Meskill, promulgated June 16, 1971, concerning labor employment practices, Executive Order No. Seventeen of Governor Thomas J. Meskill, promulgated February 15, 1973, concerning the listing of employment openings and Executive Order No. Sixteen of Governor John G. Rowland promulgated August 4, 1999, concerning violence in the workplace, all of which are incorporated into and are made a part of the Contract as if they had been fully set forth in it. At the Contractor's request, the Client Agency shall provide a copy of these orders to the Contractor. The Contract may also be subject to Executive Order No. 7C of Governor M. Jodi Rell, promulgated July 13, 2006, concerning contracting reforms and Executive Order No. 14 of Governor M. Jodi Rell, promulgated April 17, 2006, concerning procurement of cleaning products and services, in accordance with their respective terms and conditions.

47. Non-discrimination. References in this section to "contract" shall mean this Contract and references to "contractor" shall mean the Contractor.

(a) The following subsections are set forth here as required by section 4a-60 of the Connecticut General Statutes:

(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 sections 46a-68e and 46a-68f and with each regulation or relevant order issued by said commission pursuant to 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 section

46a-56.

(b) 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) "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 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.

(d) 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.

(e) The contractor shall develop and maintain adequate documentation, in a manner prescribed by the commission, of its good faith efforts.

(f) The contractor shall include the provisions of section A above 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; 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.

(g) The following subsections are set forth here as required by section 4a-60a of the Connecticut General Statutes:

(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; (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.

(h) The contractor shall include the provisions of section G above 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; 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.

48. Whistleblowing. The Contract is subject to the provisions of §4-61dd of the Connecticut General Statutes. In accordance with this section any person having knowledge of any matter involving corruption, violation of state or federal laws or regulations, gross waste of funds, abuse of authority or danger to the public safety occurring in any large state contract, may transmit all facts and information in his possession concerning such matter to the Auditors of Public Accounts. In accordance with subsection (e) if an officer, employee or appointing authority of a large state contractor takes or threatens to take any personnel action against any employee of the contractor in retaliation for such employee's disclosure of information to the Auditors of Public Accounts or the Attorney General under the provisions of this section, the contractor shall be liable for a civil penalty of not more than five thousand dollars for each offense, up to a maximum of twenty per cent of the value of the contract. Each violation shall be a separate and distinct offense and in the case of a continuing violation each calendar day's continuance of the violation shall be deemed to be a separate and distinct offense. The executive head of the state or quasi- public agency may request the Attorney General to bring a civil action in the Superior Court for the Judicial District of Hartford to seek imposition and recovery of such civil penalty. In accordance with subsection (f) each large state contractor shall post a notice of the provisions of this section relating to large state contractors in a conspicuous place which is readily available for viewing by the employees of the contractor.

49. Headings. The headings given to the Sections in these Terms and Conditions are inserted only for convenience and are in no way to be construed as part of the Contract or as a limitation of the scope of the particular Section to which the heading refers.

50. Number and Gender. Whenever the context so requires, the plural or singular shall include each other and the use of any gender shall include all genders.

51. Parties. To the extent that any Contractor Party or Bidder Party is to participate or perform in any way, directly or indirectly in connection with the Bid or the Contract, any reference in the Invitation to Bid, the Bid and the Contract to “Contractor” or “Bidder” shall also be deemed to include “Contractor Parties” or “Bidder Parties,” respectively, as if such reference had originally specifically included “Contractor Parties” or “Bidder Parties,” since it is the parties’ intent for the terms “Contractor Parties” and “Bidder Parties” to be vested with the same rights and obligations as the terms “Contractor” and “Bidder.”

52. Contractor Changes. The Contractor shall notify DOIT in writing of any change in its certificate of incorporation, a change in more than a controlling interest in the ownership of the Contractor or a change in the individual(s) in charge of the performance to be completed under the Contract. This change shall not relieve the Contractor of any responsibility for the accuracy and completeness of the performance. DOIT, after receiving written notice by the Contractor of any such change, may require such agreements, releases and other instruments evidencing, to DOIT’s satisfaction, that any individuals retiring or otherwise separating from the Contractor have been compensated in full or that provision has been made for compensation in full, for all work performed under terms of the Contract. The Contractor shall deliver such documents to DOIT in accordance with the terms of DOIT’s written request. DOIT may also require, and the Contractor shall deliver, a financial statement showing that solvency of the Contractor is maintained. The death of any Contractor Party, as applicable, shall not release the Contractor from the obligation to perform under the Contract; the surviving Contractor Parties,

as appropriate, must continue to perform under the Contract until it is fully performed.

53. Further Assurances. The parties shall provide such information, execute and deliver any instruments and documents and take such other actions as may be necessary or reasonably requested by the other party which are not inconsistent with the provision of the Contract and which do not involve the assumption of obligations other than those provided for in the Contract, in order to give full effect to the Contract and to carry out the intent of the Contract.

54. Audit and Inspection of Records. The Contractor shall make all of its and the Contractor Parties' Records available at all reasonable hours for audit and inspection by DOIT and any Agency, including, but not limited to, the Connecticut Auditors of Public Accounts, Attorney General and State's Attorney and their respective agents. Requests for any audit or inspection shall be in writing, at least ten (10) days prior to the requested date. All audits and inspections shall be at the State's expense. The State may request an audit or inspection at any time during the Contract term and for three (3) years from Termination, Cancellation or Expiration of the Contract. The Contractor shall cooperate fully with the State and its agents in connection with an audit or inspection. Following any audit or inspection, the State may conduct and the Contractor shall cooperate with an exit conference.

55. Background Checks. The Contractor and Contractor Parties shall be subject to criminal background checks as provided for in the State of Connecticut Department of Public Safety Administration and Operations Manual.

56. Continued Performance. The Contractor and Contractor Parties shall continue to perform their obligations under the Contract while any dispute concerning the Contract is being resolved.

57. Working and Labor Synergies. The Contractor shall be responsible for maintaining a tranquil working relationship between the Contractor work force, the Contractor Parties and their work force, State employees, and any other contractors present at the work site. The contractor shall quickly resolve all labor disputes which result from the Contractor's or Contractor Parties' presence at the work site, or other action under their control. Labor disputes shall not be deemed to be sufficient cause to allow the Contractor to make any claim for additional compensation for cost, expenses or any other loss or damage, nor shall those disputes be deemed to be sufficient reason to relieve the Contractor from any of its obligations under the Contract.

58. Contractor Responsibility. The Contractor shall be required to assume responsibility for the entire performance under the Contract regardless of whether the Contractor itself performs. The Contractor shall be the sole point of contact concerning the management of the Contract, including performance and payment issues. The Contractor is solely and completely responsible for adherence by the Contractor Parties to all applicable provisions of the Contract.

The Contractor shall exercise all reasonable care to avoid damage to the State's property or to property being made ready for the State's use, and to all property adjacent to any work site. The Contractor shall promptly report any damage, regardless of cause, to the State.

59. Severability. If any term or provision of the Contract or its application to any person, entity or circumstance shall, to any extent, be held to be invalid or unenforceable, the remainder of the Contract or the application of such term or provision shall not be affected as to persons, entities or circumstances other than those as to whom or to which it is held to be invalid or unenforceable. Each remaining term and provision of the Contract shall be valid and enforced to the fullest extent possible by law.

60. Most Favored Nation. The terms of all Systems and services in the Contract are equivalent to or better than those for comparable Contractor offerings to any other state or local government under like terms and conditions. If during the term of the Contract the Contractor provides more favorable terms for said offerings to another such state or local government, the Contract shall be deemed to be amended, automatically and without any act required of any party, to provide the same terms to the State.

61. Confidential Information. DOIT will afford due regard to the Bidder's and Contractor's request for the protection of proprietary or confidential information which DOIT receives. However, all materials associated with the Bid and the Contract are subject to the terms of the Connecticut Freedom of Information Act ("FOIA") and all corresponding rules, regulations and interpretations. In making such a request, the Bidder or Contractor may not merely state generally that the materials are proprietary or confidential in nature and not, therefore, subject to release to third parties. Those particular sentences, paragraphs, pages or sections that the vendor believes are exempt from disclosure under the FOIA must be specifically identified as such. Convincing explanation and rationale sufficient to justify each exemption consistent with the FOIA must accompany the request. The rationale and explanation must be stated in terms of the prospective harm to the competitive position of the Bidder or Contractor that would result if the identified material were to be released and the reasons why the materials are legally exempt from release pursuant to the FOIA. To the extent that any other provision or part of the Contract, especially including the Bid and the Specifications, conflicts or is in any way inconsistent with this Section, this Section controls and shall apply.

62. Interpretation. The Contract contains numerous references to statutes and regulations. For purposes of interpretation, conflict resolution and otherwise, the content of those statutes and regulations shall govern over the content of the reference in the Contract to those statutes and regulations.

63. Cross-Default. If the Contractor or Contractor Parties breach, default or in any way fail to perform satisfactorily under the Contract, then the State may, in its sole discretion, without more and without any action whatsoever required of the State, treat any such event as a breach, default or failure to perform under any or all other agreements or arrangements ("Other Agreements") that the Contractor or Contractor Parties have with the State. Accordingly, the State may then exercise at its sole option any and all of its rights or remedies provided for in the Contract or Other Agreements, either selectively or collectively and without such election being deemed to prejudice any rights or remedies of the State, as if the Contractor or Contractor Parties had suffered a breach, default or failure to perform under the Other Agreements.

If the Contractor or Contractor Parties breach, default or in any way fail to perform satisfactorily under any or all other agreements or arrangements ("Other Agreements") that the Contractor or Contractor Parties have with the State, then the State may, in its sole discretion, without more and without any action whatsoever required of the State, treat any such event as a breach, default or failure to perform under the Contract. Accordingly, the State may then exercise at its sole option any and all of its rights or remedies provided for in the Other Agreements or the Contract, either selectively or collectively and without such election being deemed to prejudice any rights or remedies of the State, as if the Contractor or Contractor Parties had suffered a breach, default or failure to perform under the Contract.

64. Disclosure of Records. The Contract may be subject to the provisions of §1-218 of the Connecticut General Statutes. In accordance with this section, each contract in excess of two million five hundred thousand dollars between a public agency and a person for the performance of a governmental function shall (1) provide that the public agency is entitled to receive a copy of records and files related to the performance of the governmental function, and (2) indicate that such records and files are subject to the Freedom of Information Act and may be disclosed by the public agency pursuant to the Freedom of Information Act. No request to inspect or copy such records or files shall be valid unless the request is made to the public agency in accordance with the Freedom of Information Act. Any complaint by a person who is denied the right to inspect or copy such records or files shall be brought to the Freedom of Information Commission in accordance with the provisions of sections 1-205 and 1-206 of the Connecticut General Statutes..

65. Notice of Consulting Affidavit. Section 4a-81 of Connecticut Statutes requires that this solicitation include a notice of the consulting affidavit requirements described in the Statute. Accordingly, pursuant to the Statute, vendors are notified as follows:

No state agency shall execute a contract for the purchase of goods or services, which contract has a total value to the state of fifty thousand dollars or more in any calendar or fiscal year, unless the state agency obtains the written affidavit described in subsection (b) of this section.

(1) The chief official of the vendor awarded a contract described in subsection (a) of this section or the individual awarded such contract who is authorized to execute such contract, shall attest in an affidavit as to whether any consulting agreement has been entered into in connection with such contract. Such affidavit shall be required if any duties of the

consultant included communications concerning business of such state agency, whether or not direct contact with a state agency, state or public official or state employee was expected or made. "Consulting agreement" means any written or oral agreement to retain the services, for a fee, of a consultant for the purposes of (A) providing counsel to a contractor, vendor, consultant or other entity seeking to conduct, or conducting, business with the State, (B) contacting, whether in writing or orally, any executive, judicial, or administrative office of the state, including any department, institution, bureau, board, commission, authority, official or employee for the purpose of solicitation, dispute resolution, introduction or requests for information or (C) any other similar activity related to such contract. "Consulting agreement" does not include any agreements entered into with a consultant who is registered under the provisions of Chapter 10 of the Connecticut General Statutes concerning the State's Codes of Ethics, as of the date such affidavit is submitted. (2) Such affidavit shall be sworn as true to the best knowledge and belief of the person signing the certification on the affidavit and shall be subject to the penalties of false statement. (3) Such affidavit shall include the name of the consultant, the consultant's firm, the basic terms of the consulting agreement, a brief description of the services provided, and an indication as to whether the consultant is a former state employee or public official. If the consultant is a former state employee or public official, such affidavit shall indicate his or her former agency and the date such employment terminated. (4) Such affidavit shall be amended whenever the vendor awarded the contract enters into any new consulting agreement during the term of the contract.

If a vendor refuses to submit the affidavit required under subsection (b) of this section, then the state agency shall not award the Contract to such vendor and shall award the contract to the next highest ranked vendor or the next lowest responsible qualified bidder or seek new bids or proposals.

This section is set forth here only for purposes of providing notice of the requirements of the Act. Accordingly, it is neither intended nor should it be interpreted nor relied upon to be a complete and full reiteration of the Act's contents. Any interpretation or understanding of the Act's requirements or content by any party must come only from reading the full text of the Act itself.

66. Summary of State Ethics Laws. Pursuant to the requirements of Section 1-101qq of Connecticut General Statutes, the summary of State ethics laws developed by the State Ethics Commission pursuant to section 1-81b of the Connecticut General Statutes is incorporated by reference into and made a part of the Contract as if the summary had been fully set forth in the Contract.

67. Sovereign Immunity. The parties acknowledge and agree that nothing in the Invitation to Bid or the Contract shall be construed as a modification, compromise or waiver by the State of any rights or defenses of any immunities provided by Federal law or the laws of the State of Connecticut to the State or any of its officers and employees, which they may have had, now have or will have with respect to all matters arising out of the Contract. To the extent that this section conflicts with any other section, this section shall govern.

68. Time is of the Essence. Time is of the essence with respect to all provisions of this Agreement that specify a time for performance; provided, however, that this provision shall not be construed to limit or deprive a party of the benefits of any grace or use period allowed in this Agreement.

69. Continuity of Systems. This Section is intended to comply with Conn. Gen. Stat. §4d-44. The Contractor acknowledges that the Systems and associated services are important to the function of State government and that they must continue without interruption. Pursuant to Conn. Gen. Stat. §4d-44, if the work under the Contract, any subcontract, or amendment to either, is transferred back to the State or to another contractor at any time for any reason, then the Contractor shall cooperate fully with the State, and do and perform all acts and things that DOIT deems to be necessary or appropriate, to ensure continuity of state agency information system and telecommunication system facilities, equipment and services so that there is no disruption or interruption in performance as required or permitted in the Contract. The Contractor shall not enter into any subcontract for any part of the performance under the Contract without approval of such subcontract by DOIT, as required by Conn. Gen. Stat. §4d-32, and without such subcontract including a provision that obligates the subcontractor to comply fully with Conn. Gen. Stat. §4d-44 as if the subcontractor were in fact the Contractor. The Contractor shall make a full and complete disclosure of and delivery to DOIT or its representatives of all Records and "Public Records," as that term is defined in Conn. Gen. Stat. §4d-33, as it may be amended, in whatever form they exist or are stored and maintained and wherever located, directly or indirectly concerning the Contract.

The parties shall follow the following applicable and respective procedures in order to ensure the orderly transfer to the State of:
(1) such facilities and equipment: N/A;
(2) all software created or modified pursuant to the Contract, subcontract or amendment: N/A; and
(3) all public records, as defined in Conn. Gen. Stat. §4d-33, which the Contractor or Contractor Parties possess or create pursuant to the Contract, subcontract or amendment: N/A,

If the Contractor employs former State employees, the Contractor shall facilitate the exercising of any reemployment rights that such State employees may have with the State, including, but not limited to, affording them all reasonable opportunities during the workday to interview for State jobs. The Contractor shall include language similar to this section in all of its contracts with its subcontractors and applicable Contractor Parties so that they are similarly obligated..

70. Campaign Contribution Restrictions. This section (the "CCR Section") is included here pursuant to Conn. Gen. Stat. § 9-612 and, without limiting its applicability, is made applicable to State Contracts, bid solicitations, request for proposals and prequalification certificates, as the context requires. This CCR Section, without limiting its applicability, is also made applicable to State Agencies, Quasi-public Agencies, the General Assembly, State Contractors, Prospective State Contractors and the holders of valid prequalification certificates, as the context requires.

(a) For purposes of this CCR Section only:

(1) "Quasi-public Agency" means the Connecticut Development Authority, Connecticut Innovations, Incorporated, Connecticut Health and Educational Facilities Authority, Connecticut Higher Education Supplemental Loan Authority, Connecticut Housing Finance Authority, Connecticut Housing Authority, Connecticut Resources Recovery Authority, Connecticut Hazardous Waste Management Service, Capital City Economic Development Authority, Connecticut Lottery Corporation, or as this definition may otherwise be modified by Title 1, Chapter 12 of the Connecticut General Statutes concerning quasi-public agencies.
(2) "State Agency" means any office, department, board, council, commission, institution or other agency in the executive, legislative or judicial branch of State government, or as this definition may otherwise be modified by Title 9, Chapter 155 of the Connecticut General Statutes concerning campaign financing.
(3) "State Contract" means an agreement or contract with the State or any State Agency or any Quasi-public Agency, having a value of fifty thousand dollars or more, or a combination or series of such agreements or contracts having a value of one hundred thousand dollars or more in a fiscal year, for (A) the rendition of personal services, (B) the furnishing of any material, supplies or equipment, (C) the construction, alteration or repair of any public building or public work, (D) the acquisition, sale or lease of any land or building, (E) a licensing arrangement, or (F) a grant, loan or loan guarantee, or as this definition may otherwise be modified by Title 9, Chapter 155 of the Connecticut General Statutes concerning campaign financing.
(4) "State Contractor" means a person, business entity or nonprofit organization that enters into a State Contract. Such person, business entity or nonprofit organization shall be deemed to be a State Contractor until the termination of said contract. "State contractor" does not include a municipality or any other political subdivision of the State or an employee in the executive, legislative or judicial branch of State government or a Quasi-public Agency, whether in the classified or unclassified service and full or part-time, and only in such person's capacity as a State or Quasi-public Agency employee, or as this definition may otherwise be modified by Title 9, Chapter 155 of the Connecticut General Statutes concerning campaign financing.
(5) "Prospective State Contractor" means a person, business entity or nonprofit organization that (A) submits a bid in response to a bid solicitation by the State, a State Agency or a Quasi-public Agency, or a proposal in response to a request for proposals by the State, a State Agency or a Quasi-public Agency, until the State Contract

has been entered into, or (B) holds a valid prequalification certificate issued by the Commissioner of Administrative Services under Section 4a-100 of the Connecticut General Statutes. "Prospective State Contractor" does not include a municipality or any other political subdivision of the State or an employee in the executive, legislative or judicial branch of State government or a Quasi-public Agency, whether in the classified or unclassified service and full or part-time, and only in such person's capacity as a State or Quasi-public Agency employee. Title 9, Chapter 155 of the Connecticut General Statutes concerning campaign financing may modify this definition, which modification shall control.

(6) "Principal of a State Contractor or Prospective State Contractor" (collectively referred to in this CCR Section as "Principal") means (A) an individual who is a member of the board of directors of, or has an ownership interest in, a State Contractor or Prospective State Contractor, which is a business entity, except for an individual who (i) owns less than five per cent of the shares of any such State Contractor or Prospective State Contractor that is a publicly traded corporation, or (ii) is a member of the board of directors of a nonprofit organization qualified under Section 501(c)(3) of the Internal Revenue Code of 1986, or any subsequent corresponding internal revenue code of the United States, as from time to time amended, (B) an individual who is employed by a State Contractor or Prospective State Contractor, which is a business entity, as president, treasurer or executive or senior vice president, (C) an individual who is the chief executive officer of a State Contractor or Prospective State Contractor, which is not a business entity, (D) an employee of any State Contractor or Prospective State Contractor who has managerial or discretionary responsibilities with respect to a State Contract, (E) the spouse or a dependent child of an individual described in this subparagraph, or (F) a political committee established by or on behalf of an individual described in this subparagraph, or as this definition may otherwise be modified by Title 9, Chapter 155 of the Connecticut General Statutes concerning campaign financing.

(b) No State Contractor, Prospective State Contractor or Principal, with regard to a State Contract, bid solicitation or request for proposals with or from a State Agency in the executive branch or a Quasi-public Agency, and no Principal of a holder of a valid prequalification certificate, shall make a contribution to, or solicit contributions on behalf of (1) an exploratory committee or candidate committee established by a candidate for nomination or election to the office of Governor, Lieutenant Governor, Attorney General, State Comptroller, Secretary of the State or State Treasurer, (2) a political committee authorized to make contributions or expenditures to or for the benefit of such candidates, or (3) a party committee.

(c) No State Contractor, Prospective State Contractor or Principal, with regard to a State Contract, bid solicitation or request for proposals with or from the General Assembly, and no Principal of a holder of a valid prequalification certificate, shall make a contribution to, or solicit contributions on behalf of (1) an exploratory committee or candidate committee established by a candidate for nomination or election to the office of State senator or State representative, (2) a political committee authorized to make contributions or expenditures to or for the benefit of such candidates, or (3) a party committee.

(d) If a State Contractor or a Principal of a State Contractor makes or solicits a contribution prohibited under this CCR Section, the contracting State Agency or Quasi-public Agency may void the existing contract with said contractor, and no State Agency or Quasi-public Agency shall award the State Contractor a State Contract or an extension or an amendment to a State Contract for one year after the election for which such contribution is made or solicited.

(e) If a Prospective State Contractor or a Principal of a Prospective State Contractor makes or solicits a contribution prohibited under this CCR Section, no State Agency or Quasi-public Agency shall award the Prospective State Contractor the contract described in the bid solicitation or request for proposals, or any other State Contract for one year after the election for which such contribution is made or solicited.

(f) The chief executive officer of each State Contractor and Prospective State Contractor, or if a State Contractor or Prospective State Contractor has no such officer then the officer who duly possesses and exercises comparable powers and duties, shall certify, in the form of an affidavit executed subject to the penalties of false statement, that: (1) such officer has informed each individual described in subsection (a)(6) of this CCR Section with regard to said State Contractor or Prospective State Contractor concerning the provisions of subsection (b) or (c) of this CCR Section, whichever is applicable, and this subsection (f), (2) no such individual will make or solicit a contribution in violation of the provisions of subsection (b) or (c) of this CCR Section, whichever is applicable, and this subsection (f), and (3) if any such contribution is made or solicited, the State Contractor or Prospective State Contractor, as the context requires, shall not be awarded the contract described in the bid solicitation or request for proposals and shall not be awarded any other State Contract for one year after the election for which such contribution is made or solicited. Such officer shall submit the affidavit to the contracting State Agency or Quasi-public Agency prior to, in the case of an RFP, executing a negotiated contract or prior to, in the case of an ITB, the award and acceptance of a contract. In the case of an application for prequalification to the Connecticut Department of Administrative Services ("DAS"), the application shall not be deemed to be complete until DAS receives the affidavit. The State Contractor or Prospective Contractor shall submit the affidavit on a form which the State Elections Enforcement Commission ("SEEC") prescribes.

(g) The person executing the affidavit referenced in subsection (f) shall submit to the SEEC a list of Principals in accordance with the requirements set forth on a form that the SEEC shall have prescribed for this purpose. The complete list of Principals shall be submitted to the SEEC at the same time that the affidavit is submitted to the State Agency, Quasi-public Agency or, in the case of a prequalification application, DAS. Notwithstanding any other provision in any applicable document or instrument, no party to the Contract, or a contract awarded pursuant to a non-competitive procurement, may begin performing in any way until the contracting State Agency or Quasi-public Agency has received the affidavit referenced in subsection (f) and the SEEC has received the Principals list.

(h) Notwithstanding any other provision in the Contract, invitation to bid, request for proposals and prequalification application:

(1) The State Contractor and Prospective State Contractor shall report to the SEEC, on a form which the SEEC prescribes, any changes in Principals occurring from and after the date of the previous Principals list by submitting and delivering such form to the SEEC no later than the fifteenth day of each month following the month when a change in Principals occurs, or the next succeeding business day, whichever is later. If the Contractor or Prospective State Contractor fail to submit and deliver the appropriately completed form by its due date, then the SEEC shall notify the State Agency or Quasi-public Agency and the Contractor of the failure in writing. The State Agency or Quasi-public Agency shall then review all relevant information and determine whether such failure constitutes a breach of this Contract. If the State Agency or Quasi-public Agency determines that a breach of this Contract has occurred, then the State Agency or Quasi-public Agency shall deliver a notice of breach to the Contractor, affording the Contractor an opportunity to cure the breach within ten (10) days from the date that the Contractor receives the notice. The State Agency or Quasi-public Agency may extend the right to cure period if, and continuing so long as, the State Agency or Quasi-public Agency is satisfied that the Contractor is making a good faith effort to cure the breach but the nature of the breach is such that it cannot be cured within the right to cure period. The SEEC may, if it deems it to be appropriate, send to the Contractor electronic reminders of the Contractor's obligation to report changes in Principals. The undertaking of this reminder is permissive and shall not be construed to be a condition precedent to the Contractor's obligation to submit and deliver the form timely.

(2) If the State Agency or Quasi-public Agency determines that the Contractor has breached the Contract by failing to comply with the requirements of this CCR provision, then the State Agency or Quasi-public Agency may, after expiration of the right to cure period, direct all appropriate State entities using the Contract to withhold any payment, in whole or in part, that may be due and owing to the Contractor under this Contract until such time as the Contractor submits and delivers an appropriately completed form to the SEEC.

(3) If the Contractor fails to submit and deliver the Principals list form timely three times in any 12-month period, then the SEEC may recommend to the State Agency or Quasi-public Agency that it take these failures into account for purposes of evaluating the Contractor's responsibility in future procurements. The SEEC may recommend that the State Agency or Quasi-public Agency make a determination that the Contractor is not responsible.

(4) The Contractor's failure to submit and deliver the Principals list form timely for the third time in any 12-month period shall, upon the SEEC's recommendation, entitle the State Agency or Quasi-public Agency to Cancel the Contract. Accordingly, the third notice of breach to the Contractor from the State Agency or Quasi-public Agency in any 12-month period may include an effective Contract Cancellation date, in which case no further action shall be required of any party to effect the Cancellation of the Contract as of the stated date. If the notice does not set forth an effective Contract Cancellation date, then the State Agency or Quasi-public Agency may Cancel the Contract by giving the Contractor no less than twenty four (24) hours' prior written notice.
(5) Noting the absence of the SEEC's signature on the Contract, the State Agency or Quasi-public Agency represents that the SEEC has previously agreed in writing to assume the rights and responsibilities attaching to the SEEC and set forth in this CCR section. The State Agency or Quasi-public Agency shall provide a copy of that document to the Contractor upon request.

71. Conn. Gen. Stat. Sec. 4-252(e).

Conn. Gen. Stat. § 4-252 (the "Statute") requires that the Invitation to Bid, of which these Terms and Conditions are a part, include a notice of the vendor certification requirements described in the Statute. Accordingly, pursuant to the Statute, vendors are notified as follows:

(a) The terms "gift," "quasi-public agency," "state agency," "large state contract," "principals and key personnel" and "participated substantially" as used in this section shall have the meanings set forth in the Statute.

(b) No state agency or quasi-public agency shall execute a large state contract unless the state agency or quasi-public agency obtains the written certifications described in this section. Each such certification shall be sworn as true to the best knowledge and belief of the person signing the certification, subject to the penalties of false statement.

(c) The official of the person, firm or corporation awarded the contract, who is authorized to execute the contract, shall certify on such forms as the State shall provide:

(1) That no gifts were made between the date that the state agency or quasi-public agency began planning the project, services, procurement, lease or licensing arrangement covered by the contract and the date of execution of the contract, by (A) such person, firm, corporation, (B) any principals and key personnel of the person, firm or corporation, who participated substantially in preparing the bid or proposal or the negotiation of the contract, or (C) any agent of such person, firm, corporation or principals and key personnel, who participated substantially in preparing the bid or proposal or the negotiation of the contract, to (i) any public official or state employee of the state agency or quasi-public agency soliciting bids or proposals for the contract, who participated substantially in the preparation of the bid solicitation or request for proposals for the contract or the negotiation or award of the contract, or (ii) any public official or state employee of any other state agency, who has supervisory or appointing authority over such state agency or quasi-public agency;

(2) That no such principals and key personnel of the person, firm or corporation, or agent of such person, firm or corporation or principals and key personnel, knows of any action by the person, firm or corporation to circumvent such prohibition on gifts by providing for any other principals and key personnel, official, employee or agent of the person, firm or corporation to provide a gift to any such public official or state employee; and

(3) That the person, firm or corporation made the bid or proposal without fraud or collusion with any person.

(d) Any bidder or proposer that does not make the certifications required under subsection (c) of this section shall be disqualified and the state agency or quasi-public agency shall award the contract to the next highest ranked proposer or the next lowest responsible qualified bidder or seek new bids or proposals.

(e) The date that the state agency or quasi-public agency began planning the project, services procurement, lease or licensing arrangement to be covered by the contract is 6/23/06.