

CONTRACT SUPPLEMENT
SP-37 Rev. 01/02

Purchasing Contact:
Kris Wohlgemuth, AFAO

Telephone Number:
(860) 622-2246

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

Contract Award Number 07ITZ0146
Contract Award Date January 24, 2008
SUPPLEMENT DATE January 13, 2011

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: 7000 - 960 E-Rate Eligible Optical Layer 2 LAN Services

FOR: **Department of Information Technology,
Connecticut Education Network, K-12
School Districts, Public Library, Higher
Education, Regional Educational Services
Center and State Agencies**

TERM OF CONTRACT:
**This will be a two year contract award, with three one
(1) year options to renew at the State's Sole Discretion**
Term of Contract: 7/1/08 to 6/30/12

"All other Terms and Conditions remain the same."

AGENCY REQUISITION NUMBER: **ITD00003465**

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:

- **Extend Contract Award for the second year option, 7/1/11 – 6/30/12.**
- **New Term of Contract: 7/1/08 to 6/30/12**

APPROVED _____ **Date** _____

Joseph J. Dominello
Chief Administrative Officer
(Original Signature on Document in Procurement Files)

Date Issued: January 13, 2011

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Contract Award Number 07ITZ0146
Contract Award Date January 24, 2008
SUPPLEMENT DATE January 26, 2010

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: 7000 - 960 E-Rate Eligible Optical Layer 2 LAN Services

FOR: **Department of Information Technology,
Connecticut Education Network, K-12
School Districts, Public Library, Higher
Education, Regional Educational Services
Center and State Agencies**

TERM OF CONTRACT:

**This will be a two year contract award, with three one
(1) year options to renew at the State's Sole Discretion**

Term of Contract: 7/1/08 to 6/30/11

"All other Terms and Conditions remain the same."

AGENCY REQUISITION NUMBER: **ITD00003465**

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:

- **Extend Contract Award for the first year option, 7/1/10 – 6/30/11.**
- **New Term of Contract: 7/1/08 to 6/30/11**

APPROVED

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

Date Issued: January 26, 2010

CONTRACT SUPPLEMENT
SP-37 Rev. 01/02

Purchasing Contact:
Kris Wohlgemuth, AFAO

Telephone Number:
(860) 622-2246

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

Contract Award Number 07ITZ0146
Contract Award Date January 24, 2008
SUPPLEMENT DATE May 27, 2009

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: 7000 - 960 E-Rate Eligible Optical Layer 2 LAN Services

FOR: **Department of Information Technology,
Connecticut Education Network, K-12
School Districts, Public Library, Higher
Education, Regional Educational Services
Center and State Agencies**

TERM OF CONTRACT:

**This will be a two year contract award, with three one
(1) year options to renew at the State's Sole Discretion**

Term of Contract: 7/1/08 to 6/30/10

"All other Terms and Conditions remain the same."

AGENCY REQUISITION NUMBER: **ITD00003465**

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:

- **Add specification and pricing pages that was left out in original award (See attached Pages)**

APPROVED

Date Issued: **May 27, 2009**

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

Specification Sheet

State of Connecticut Department of Information Technology

Bid Number 07ITZ0146

Due 1/17/08

Vendor: AT&T

- 1. Installation Charges:** New sites requesting OPT-E-MAN connections will require Individual Case Basis (ICB) pricing for any construction required to deliver fiber to the required location. AT&T fiber to the building demarcation point, if a pathway is available, is included at no cost. AT&T will provide a competitive quote for any additional work required.
- 2. Monitoring and Support:** AT&T OPT-E-MAN service is a Layer 2 transport service. AT&T will work with the Connecticut Education Network to determine the most appropriate solution to meet the requirement for edge device management.
- 3. Additional Connections mapped to State installed infrastructure:** AT&T owns and provisions the edge equipment and fiber to meet customer requirements. Additional connections by others and billing will be considered prior to installation.
- 4. Pricing Models:** Please see AT&T OPT-E-MAN Pricing document for available bandwidth options. In no event shall the rates herein be greater than the rates offered by AT&T in Connecticut for the same services to a Comparable Customer. If AT&T offers lower rates for the same services to a Comparable Customer, AT&T shall reduce the rates herein to such lower rate. If required, AT&T shall file the reduced rates for DPUC approval. For the purpose of this Agreement, the term Comparable Customer shall mean a Customer in a governmental agency subject to a substantially similar volume and term commitment or other industries where comparable AT&T investments, similar traffic parameters and service requirements apply.

VENDOR NAME: AT&T

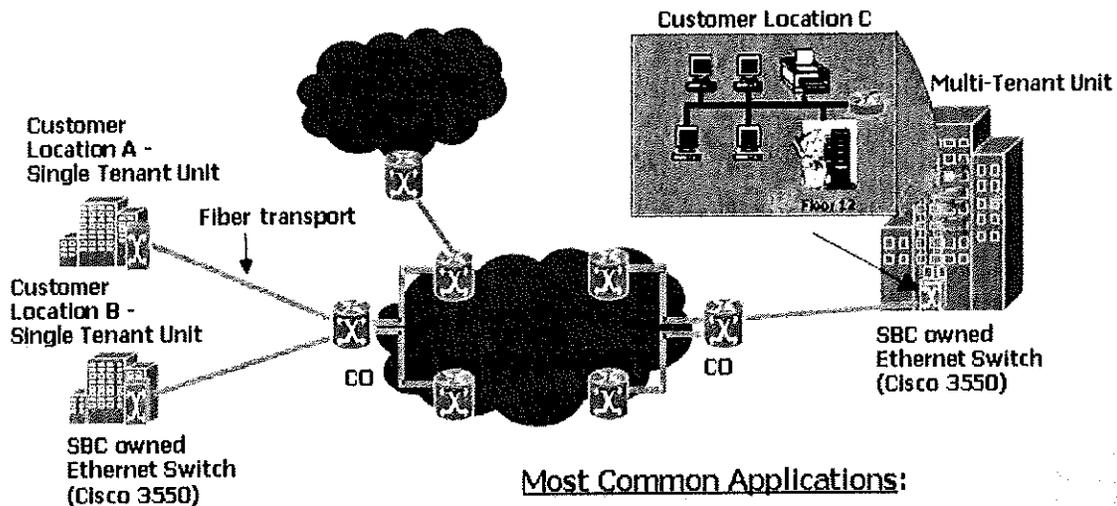
FEIN: 06-0542646

SERVICE/PRODUCT NAME: SWITCHED ETHERNET SERVICE: OPT-E-MANSM**SERVICE/PRODUCT DESCRIPTION:**

OPT-E-MAN is a switched Ethernet service that connects LANs within the same metropolitan area that provides a fully managed service that uses optical transport and Cisco equipment. This service provides flexible bandwidth options, from 5 Mbps to 1 Gbps, to support Ethernet applications.

OPT-E-MAN supports point to point, point-to-multipoint and multipoint-to-multipoint configurations using Ethernet Virtual Connections (EVCs) to transmit Ethernet LAN packets. The fiber transport connects to network terminating equipment (Cisco 3550 Ethernet Switch) at the customer location. Data is transported through the AT&T MPLS network powered by central office based Cisco 7609s.

OPT-E-MAN Network Architecture

**Most Common Applications:**

- Transparent LAN Service (TLS)
- Dedicated Internet Access (E-DIA)
- Access to Network-Based VPN (NB-VPN)

Components

OPT-E-MAN Service includes the connection from the customer's premise to the Ethernet network, a port on the Ethernet network, a Committed Information Rate (CIR), and Ethernet Virtual Connections (EVCs). Ethernet Virtual Connections (EVCs) are connections that establish a logical path for customer traffic between two customer locations.

A portion of the CIR is assigned to each EVC to establish bandwidth per path. CIR is inclusive of allowances for overhead within the Ethernet network. If a customer orders 1 Gbps of CIR

on a single port, AT&T reserves the right to use up to 10% of the bandwidth for traffic management.

Customers may connect to OPT-E-MAN Service via one of the following standard connections:

- 10/100 Base T (100Mbps)
- Gigabit Ethernet (1000 Base SX, 1000 Base LX/LH and 1000 Base ZX)

For customers who are located outside normal transmission parameters, or are served by a Serving Wire Center that is not equipped for OPT-E-MAN Service, service can be provided using a repeater. An engineering study will be completed to ensure transmission parameters can be met using a repeater.

Interface Options

Interface	Handoff	Bandwidth Limit	Distance Limit
10/100 Mbps Base T	Copper	100 Mbps	100 M
1000 Base SX	Fiber (multi mode)	1 Gbps	550 M
1000 Base LX/LH	Fiber (single mode)	1 Gbps	550 M-10Km
1000 Base ZX	Fiber (single mode)	1 Gbps	70 Km

Grade of Service

Bronze and Silver Grades of Service are available. Bronze is used for general data applications and Silver is used for applications requiring minimal loss and low jitter such as Voice over IP.

Bronze

- Packet Delivery Rate-99.5%
- Latency-35 ms one way

Silver

- Packet Delivery Rate-99.9%
- Latency-25 ms one way
- Jitter-15 ms

If a customer purchases the Silver Grade of Service for CIR, the initial EVC will be prioritized as Silver. Additional EVCs can be prioritized as either Silver or Bronze. However, if a customer purchases the Bronze Grade of Service for CIR, additional EVCs cannot be prioritized as Silver, but only as Bronze.

OPT-E-MAN Monitoring and Security

The service will be monitored 24 x 7 x 365 by the Enhanced Network Operations Center (ENOC) to provide an added level of security and reliability to the product. The ENOC will be the first point of contact for the customer in cases of trouble. AT&T Account Teams and customers can contact the ENOC via email at ENOC@att.com or 1-800-644-ENOC (3662) for information on their OPT-E-MAN service.

AT&T uses provider VLAN tags and MPLS tags to help segregate customer traffic. AT&T provides the same level of security for traffic as with Frame/ATM by establishing a Ethernet VPN through the MPLS based network.

In addition to the security provided in the core of the network, added security measurements are implemented on the 3550 which is located at the customer premise.

➤ The 3550 is locked in a secure Telco space providing physical security

- Password Recovery is disabled. Should anyone attempt to recover the password, the entire configuration will be cleared.
- Port security: There is a limit on the number of MAC addresses that can be learned per port. This protects from a "MAC address Denial of Service (DOS) attack".
- Prune VLANs (including Reserved VLANs) allow only the required VLANs.
- VLAN 1 minimization closes a possible way for malicious users to launch attacks that may affect other users connected to the same 3550.
- Control packets (including CDP) are filtered preventing DoS attacks.
- Broadcast Storm Control protects against DoS attacks caused by a station sending too many broadcasts

Environmental Requirements

Space

The customer shall provide a safe, secure, dust-free environment. This location should be free of any major EMI/RFI fields. The OPT-E-MAN® equipment cannot be closer than 3' from any primary source of power.

The Cisco WS-3550-24-SMI or WS-3550-12G will be placed in an AT&T or customer provided 19" or 23" bay or cabinet approved by AT&T. OSHA requires a minimum of 36" to the front and rear of the bay/cabinet. The bay/cabinet has to be securely mounted and earthquake braced by bolting to the floor.

Power

The Cisco WS-3550-24-SMI or WS-3550-12G requires one dedicated fused/breaker, 15 amp, 110V AC outlet, properly grounded with 3 prongs. This receptacle must be located within 6' of the Cisco equipment.

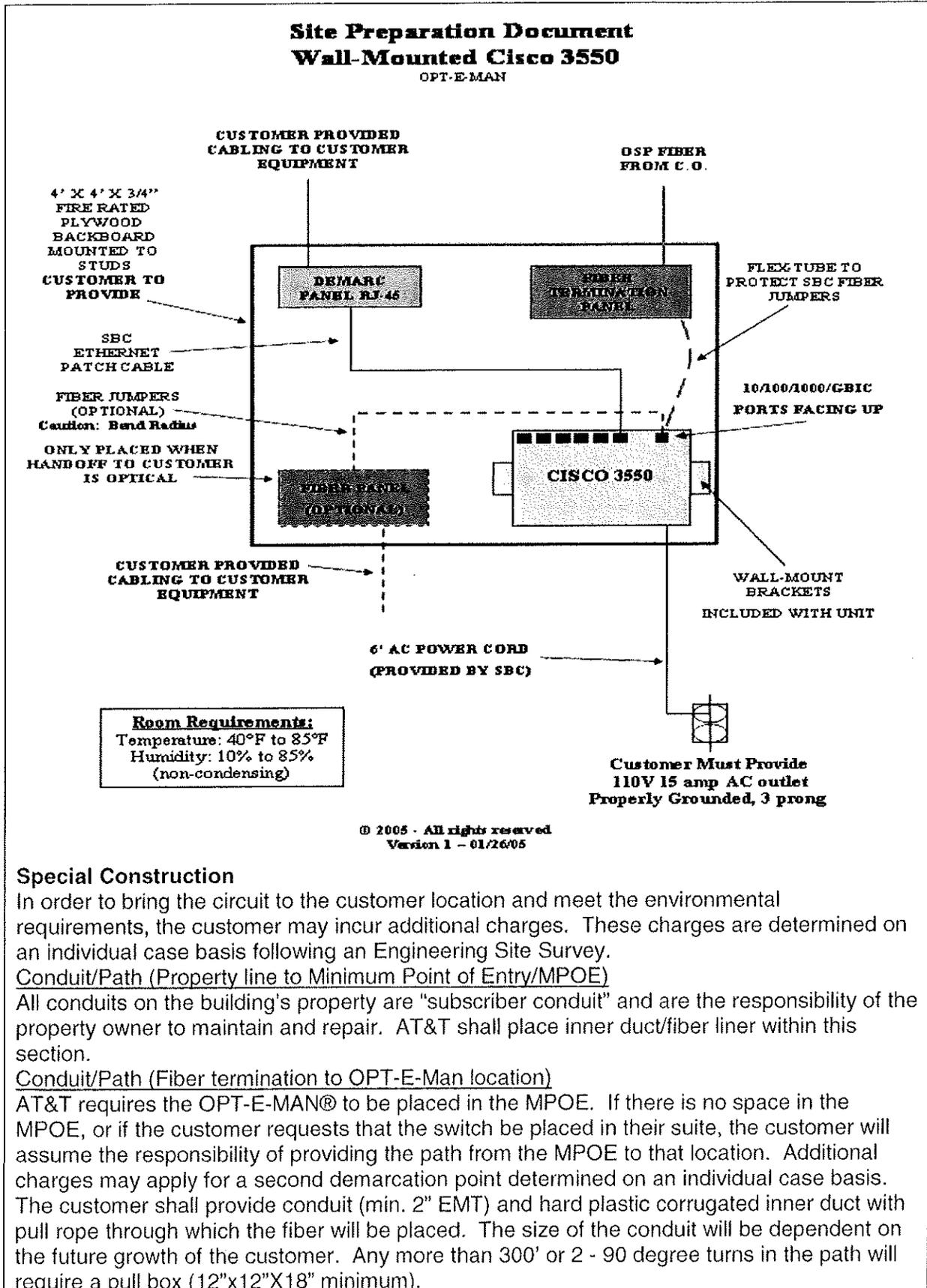
Grounding

Relay racks/cabinets must be grounded by placing an exposed #6 or larger grounding wire to the building's ground source. This ground wire will be attached to the closest ground rod (earth ground) or building bus bar available and run to the OPT-E-MAN® location in the room. In addition, the 110V, 15 amp AC outlet must be 3 prong and properly grounded.

Fiber Termination / Circuit Handoff

There are currently two (2) options available for Fiber Termination

- 1) Rack mounted in an AT&T or customer provided 19" or 23" aluminum or steel relay rack.
- 2) Wall mounted on a customer provided 3/4"x 4"x 6' plywood backboard.



Special Construction

In order to bring the circuit to the customer location and meet the environmental requirements, the customer may incur additional charges. These charges are determined on an individual case basis following an Engineering Site Survey.

Conduit/Path (Property line to Minimum Point of Entry/MPOE)

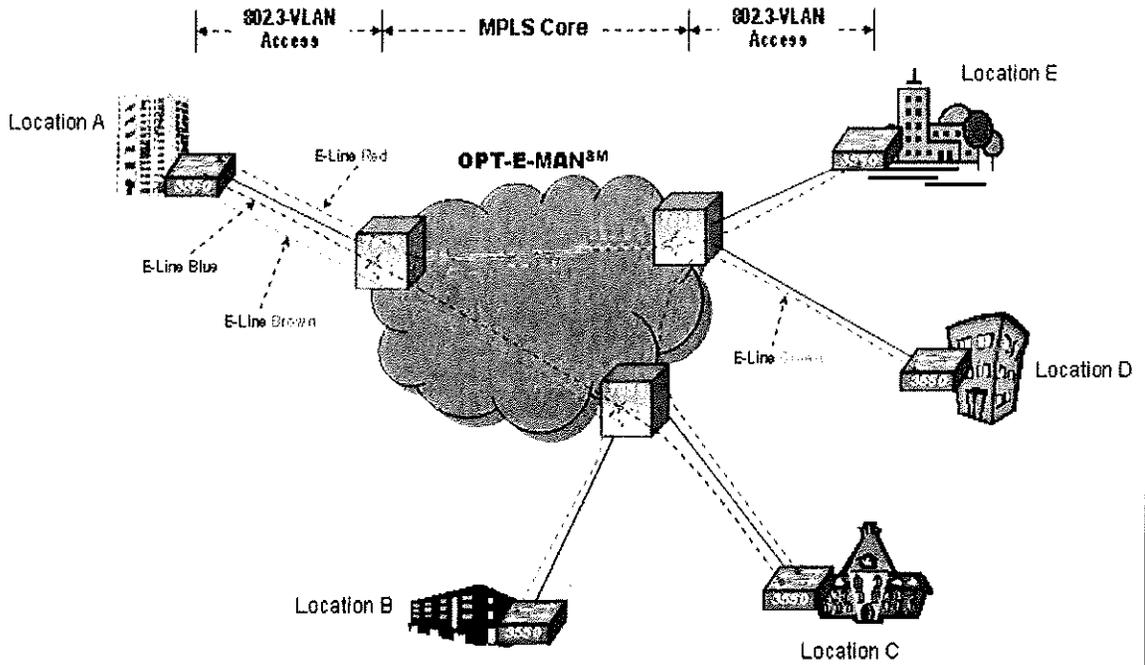
All conduits on the building's property are "subscriber conduit" and are the responsibility of the property owner to maintain and repair. AT&T shall place inner duct/fiber liner within this section.

Conduit/Path (Fiber termination to OPT-E-Man location)

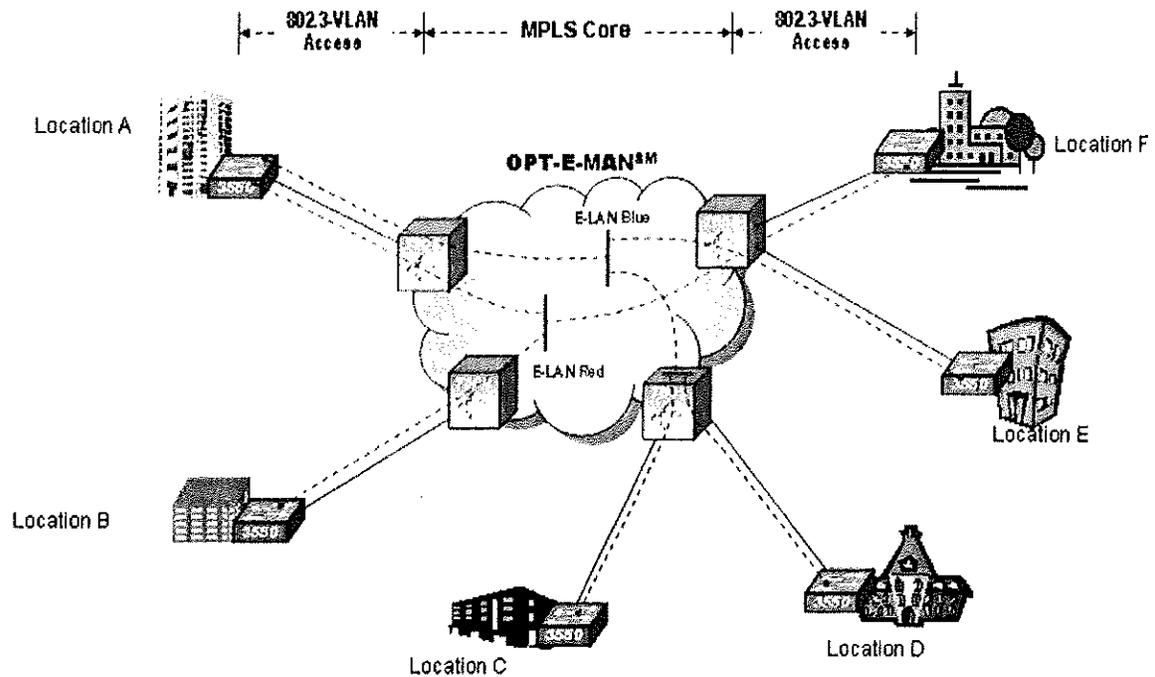
AT&T requires the OPT-E-MAN® to be placed in the MPOE. If there is no space in the MPOE, or if the customer requests that the switch be placed in their suite, the customer will assume the responsibility of providing the path from the MPOE to that location. Additional charges may apply for a second demarcation point determined on an individual case basis. The customer shall provide conduit (min. 2" EMT) and hard plastic corrugated inner duct with pull rope through which the fiber will be placed. The size of the conduit will be dependent on the future growth of the customer. Any more than 300' or 2 - 90 degree turns in the path will require a pull box (12"x12"x18" minimum).

Configuration Examples

Basic Point to Point – Logical View



Multi-point to Multi-point – Logical View



National Security Emergency Preparedness (NS/EP) Telecommunications Service Priority (TSP) System

In 1988, the Federal Communications Commission revised the Restoration Priority System with the National Security Emergency Preparedness (NSEP) TSP System. This system ensures priority treatment of restoration to telecommunication services following natural or technical disasters.

TSP assigned telecommunication services are provisioned and restored before non-TSP services. Any Federal, State and local government, private industry or foreign government with telecommunications services supporting a national security or emergency preparedness mission qualifies for TSP.

Provisioning

If AT&T receives an Emergency (E) provisioning priority it must take immediate action to provide the service at the earliest possible date, including dispatching service personnel outside of normal business hours. The FCC order requires that service vendors provision Emergency (designated by an E) TSP services before any Essential (designated by a 1, 2, 3, 4, or 5) TSP service or non-TSP services. The order processing is escalated up through management as far as necessary to complete the order. Service vendors receiving service requests with an Essential provisioning priority must make their best effort to provide the TSP services by the service user's requested due date.

Restoration

When a trouble report is received, or AT&T otherwise recognizes that the TSP circuit is out or unusable, it must allocate available resources to restore the service as quickly as possible. TSP services assigned restoration priorities of 1, 2, or 3 require dispatch outside normal business hours. Vendors must dispatch service personnel outside normal business hours to restore TSP service assigned a 4 or 5 priority only when the next business day is more than 24 hours away.

Sponsorship

The FCC designated the Executive Office of the President (EOP) as administrator of the TSP Program. The EOP delegated its responsibilities to the Manager of the National Communications System (NCS), which, in turn, assigned the administration and execution of the TSP Program to the Office of Priority Telecommunications (OPT) located at the NCS. The primary roles of a Federal sponsor are to:

- Review and determine whether to approve foreign, State, and local government and private industry requests for priority actions.
- Affirm that the requested priority level assignment is appropriate.

Sponsorship for TSP may be obtained from the National Communications System through the TSP Web Site at <http://tsp.ncs.gov>.

SERVICE LEVELS:**Service Level Agreements (SLAs)****Network Availability**

- SLA of 99.95% per month
- Service outage credit is offered per location due to service disruption
- Network Availability of 99.95% per month, including the local loop, is provided by AT&T. This equates to less than 21.6 minutes of downtime per month (based on a 30-day month), excluding maintenance windows. Network Availability is calculated as the percentage of time that the OPT-E-MAN network is capable of accepting and delivering customer data to the total time in the measurement period. The calculation for Network Availability for a given calendar month is as follows:

Network Availability =

$$\frac{[24 \text{ hours} \times \text{days in month} \times 60 \text{ minutes} \times \text{number of customer sites}] - \text{network outage time (measured in minutes)}}{[24 \text{ hours} \times \text{days in month} \times 60 \text{ minutes} \times \text{number of customer sites}]}$$
Grade of Service

- Bronze- Packet Delivery Rate-99.5% , Latency-35 ms one way
- Silver- Packet Delivery Rate-99.9%, Latency-25 ms one way, Jitter-15 ms
- Packet Delivery Rate (PDR), Latency and Jitter calculations are measured when the OPT-E-MAN network is available.

In case of an interruption to service, the customer shall be credited for an interruption of 10 seconds or more. The credit shall be at the rate of 10/8640 of the monthly charges for the service for each period of 5 minutes or major fraction thereof that the interruption continues. The credit allowance(s) for service interruptions shall not exceed 100% of the applicable monthly rates.

Installation IntervalsStandard

90 days or mutually agreed upon due date established on location by location basis based on fiber and equipment availability.

Expedite

If a customer desires that service be provided on a due date less than the standard installation interval, the customer may request that service be provided on an expedited basis. If AT&T determines that service can be provided on the requested expedited date and spare facilities are available, the Expedite Order Charge (per port, per location) will apply.

Cancellation

If a customer cancels service prior to installation being completed, a Service Order Cancellation Charge (per port, per location) will apply. The customer's intent to cancel service must be made in writing.

Routine Repair Intervals

Response time = Less than 1 hour

Repair Resolution time = 4 hours or less

Repair Service Level Definitions:

Repair Response is the time elapsed between when SNET receives a report of a problem or otherwise becomes aware of a problem, and the time that SNET responds to the end user or other designated contact to verify the problem.

Repair Resolution Time means the elapsed time between when the State notifies SNET of a problem, and the time that SNET restores service and such service is acceptable to the State.

SERVICE AVAILABILITY/LIMITATIONS:**LIMITATIONS**

1. OPT-E-MAN Service is provided at the option of AT&T where equipment and facilities permit. If appropriate facilities are not available, Special Construction charges may apply. Charges are determined on an individual case basis.
2. If a customer connects to the OPT-E-MAN network using a bridge or switch for Layer 2 (Ethernet data linklayer) connectivity, only 50 Media Access Control (MAC) addresses can be used per Layer 2 device, per port. Any additional addresses will be assessed an additional charge, with a maximum limit of 100 MAC addresses total per port.
3. OPT-E-MAN does not allow for oversubscription. The sum total of the usage assigned to EVCs are mapped to a single port, and cannot exceed the ordered CIR.
4. For point-to-point or point-to-multipoint configurations, a total of 8 EVCs may be configured per 10/100 Base T connection, and a total of 64 EVCs may be configured per 1 Gbps connection.

For Multipoint to Multipoint, a total of 7 EVCs may be configured per 10/100 Base T connection, and a total of 63 EVCs may be configured per 1 Gbps connection.

VENDOR NAME: AT&T		FEIN: 06-0542646	
SERVICE/PRODUCT NAME: SWITCHED ETHERNET SERVICE: OPT-E-MAN SM			
Description of Service/Equipment	Unit	Non-Recurring Cost	Recurring Monthly Cost
10/100 Base T connection	port/acc	\$0.00	\$575.00
Gigabit Ethernet connection	port/acc	\$0.00	\$850.00
5 mbps CIR (Bronze)	mbps	\$0.00	\$450.00
5 mbps CIR (Silver)	mbps	\$0.00	\$650.00
10 mbps CIR (Bronze)	mbps	\$0.00	\$650.00
10 mbps CIR (Silver)	mbps	\$0.00	\$850.00
20 mbps CIR (Bronze)	mbps	\$0.00	\$900.00
20 mbps CIR (Silver)	mbps	\$0.00	\$1,100.00
50 mbps CIR (Bronze)	mbps	\$0.00	\$1,025.00
50 mbps CIR (Silver)	mbps	\$0.00	\$1,225.00
100 mbps CIR (Bronze)	mbps	\$0.00	\$1,200.00
100 mbps CIR (Silver)	mbps	\$0.00	\$1,400.00
150 mbps CIR (Bronze)	mbps	\$0.00	\$1,375.00
150 mbps CIR (Silver)	mbps	\$0.00	\$1,775.00
250 mbps CIR (Bronze)	mbps	\$0.00	\$1,575.00
250 mbps CIR (Silver)	mbps	\$0.00	\$1,975.00
500 mbps CIR (Bronze)	mbps	\$0.00	\$1,900.00
500 mbps CIR (Silver)	mbps	\$0.00	\$2,300.00
600 mbps CIR (Bronze)	mbps	\$0.00	\$2,225.00
600 mbps CIR (Silver)	mbps	\$0.00	\$2,625.00
1000 mbps CIR (Bronze)	mbps	\$0.00	\$2,575.00
1000 mbps CIR (Silver)	mbps	\$0.00	\$2,975.00
Additional MAC add 51-100	add	\$0.00	\$5.00
Repeater	loc	\$0.00	\$300.00
Service order change	order	\$75.00	\$0.00
Service order cancellation	order	\$200.00	\$0.00
Expedite charge	port	\$300.00	\$0.00
TSP Priority Installation	port/ acc	\$113.59	\$0.00
TSP Priority Restoration	port/acc	\$101.82	\$0.00
TSP Priority Restoration change level	port/acc	\$6.47	\$0.00
TSP Priority Restoration maintenance	port/acc	\$0.00	\$8.82

STATE OF CONNECTICUT
DEPARTMENT OF INFORMATION TECHNOLOGY
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Purchasing Contact:
Kris Wohlgemuth, AFAO

Telephone Number:
(860) 622-2246

Contract Award # 07ITZ0146
Contract Award Date January 24, 2008
Contract Start Date July 1, 2008
Expiration Date June 30, 2010

CONTRACT AWARD

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

COMMODITY CLASS/SUBCLASS & DESCRIPTION: **7000 - 960 E-Rate Eligible Optical Layer 2 LAN Services**

FOR:	Department of Information Technology, Connecticut Education Network, K-12 School Districts, Public Library, Higher Education, Regional Educational Services Center and State Agencies		DELIVERY DATE REQ'D: 45 to 90 Days A.R.O	
			TERM OF CONTRACT: This will be a two year contract award, with three one (1) year options to renew at the State's Sole Discretion Term of Contract: 7/1/08 to 6/30/10	
			AGENCY REQUISITION NUMBER: ITD00003465	
IN STATE (NON-SB) CONTRACT VALUE	DAS CERTIFIED SMALL BUSINESS CONTRACT VALUE	OUT OF STATE CONTRACT VALUE	TOTAL CONTRACT AWARD VALUE	
\$999,999.99 Est.			\$999,999.99 Est.	

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

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

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

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

CONTRACTOR INFORMATION:

Company Name: **AT&T**

Address: **5 West Services Road, Fl2, Hartford, CT 06120**

Tel. No.: **(860) 947-7383 or (800) 842-8297**

Fax No.: **(860) 249-2981**

Contract Value: **\$999,999.99 Est.**

Contact Person: **George R. Cummings**

Vendor ID #: **0000010055**

Delivery: **45 to 90 Days A.R.O**

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

Terms: **Net 45 Days**

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

Company E-mail Address: **george.cummings@att.com**

APPROVED

Kris Wohlgemuth
Associate Fiscal Administrative Officer
IT Contracts & Purchasing Division
(Original Signature on Document in Procurement Files)

APPROVED

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

Date Issued: January 24, 2008

Award Number 07ITZ0146

Purchasing Contact:
Kris Wohlgemuth, AFAO

Telephone Number:
(860) 622-2246

E-Mail Address:
kris.wohlgemuth@ct.gov

CONTRACT AWARD SCHEDULE 07ITZ0146
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CONTRACT AWARD DATE January 24, 2008	
DELIVERY 45 to 90 Days A.R.O	
PAYMENT TERMS Net 45 Days	CASH DISCOUNT -- % -- Days

Pricing includes all transportation charges FOB State Agency.	VENDOR NAME: AT & T
	VENDOR ID#: 0000010055

Department of Information Technology is issuing a Contract Award for
E-Rate Eligible Optical Layer 2 LAN Service
On behalf of
The Department of Information Technology - Connecticut Education Network
for
All E-Rate Eligible Schools, Libraries and State Agencies

Price includes service, usage of equipment, installation, and delivery

Vendor E-Rate SPIN # 143001305 (failure to supply may result in disqualification)

Pricing Component 1: Monthly Service Charges

1.	Monthly service charge, including 10 Mbps of bandwidth to two core sites for 100TX interfaces, typically at school sites	\$ 1,225.00
2.	Adjusted monthly service charge upon activation of additional services to the same device by other political subdivisions of the state at the same site. Adjusted cost includes 10 Mbps of bandwidth to two education network core sites for 100TX interfaces, for the base service already installed	\$ 1,225.00
3.	Monthly service charge, including bandwidth for remote sites at 10 Mbps each per core site, provisioned on two GigE SX interfaces per site (split the 400 mpbs in to two 200 mpbs connections) at 101 East River Drive, East Hartford, CT	\$ 3,425.00
4.	Monthly service charge, including bandwidth for remote sites at 10 Mbps each per core site, provisioned on two GigE SX interfaces per site (split the 400 mpbs in to two 200 mpbs connections) at 369 Fairfield Road, Storrs, CT	\$ 3,425.00

Pricing Component 2: Installation Charges (Optional pricing only)

5.	Not to exceed cost, per site, for initial installation where 100% already have ILEC fiber	\$ None
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Existing Sites

Site Name	Street Address	Town	Monthly Service	Installation Cost
Pearson Middle School	2 Wetmore Avenue	Winsted (Winchester School District)	\$ 1,225.00	\$ N/A
Ashford School	440 Westford Rd	Ashford	\$ 1,225.00	\$ N/A
East Conn Regional Edu Srvs Ctr	896 Main St.	Willimantic	\$ 1,225.00	\$ N/A
Eastford Elementary School	12 Westford Rd	Eastford	\$ 1,225.00	\$ N/A
Granby BOE	15 North Granby Rd	Granby	\$ 1,225.00	\$ N/A
Hartland Elementary School	30 South Rd	Hartland	\$ 1,525.00	\$ N/A
Region 17-Killingworth Elementary School	340 Route 81	Killingworth	\$ 1,225.00	\$ N/A
Marlborough Elementary School	25 School Dr	Marlborough	\$ 1,225.00	\$ N/A
Nathan Hale Ray High School	15 School Dr	Moodus (East Haddam District)	\$ 1,225.00	\$ N/A
North Branford High School	49 Caputo Rd	North Branford	\$ 1,225.00	\$ N/A
Region 11-Parish Hill High School	304 Parish Hill Rd	Chaplin	\$ 1,900.00	\$ N/A
Region 8-RHAM High School	85 Wall St	Hebron	\$ 1,225.00	\$ N/A
Salem School	200 Hartford Rd	Salem	\$ 1,225.00	\$ N/A
Stonington High School	176 South Broad St	Pawcatuck (Stonington)	\$ 1,225.00	\$ N/A
Wheeler High School	298 Norwich Westerly Rd	North Stonington	\$ 1,225.00	\$ N/A
Branford High School	185 East Main St	Branford	\$ 1,225.00	\$ N/A
East Granby Jr/Sr High School	95 South Main St	East Granby	\$ 1,525.00	\$ N/A
East Haven High School	35 Wheelbarrow Lane	East Haven	\$ 1,225.00	\$ N/A
Putnam High School	152 Woodstock Avenue	Putnam	\$ 1,225.00	\$ N/A
Region 6-Warren Elementary School	21 Sackett Hill Rd	Warren	\$ 1,525.00	\$ N/A
Kent Center	9 Judd St	Kent	\$ 1,225.00	\$ N/A
Region 7-Northwestern Regional School	100 Battistoni Dr	Winchester (Winsted)	\$ 1,225.00	\$ N/A
Portland High School	95 High St	Portland	\$ 1,225.00	\$ N/A
Ridgefield High School	700 North Salem Rd	Ridgefield	\$ 1,225.00	\$ N/A

STATE OF CONNECTICUT
DOIT - CONTRACTS & PURCHASING DIVISION

Award Number 07ITZ0146

Sharon Center School	80 Hilltop Rd	Sharon	\$ 1,525.00	\$ N/A
Madison Daniel Hand High School	286 Green Hill Road	Madison	\$ 1,225.00	\$ N/A
Gilbert School	200 Williams Ave.	Winsted	\$ 1,225.00	\$ N/A
Southington High School	720 Pleasant St	Southington	\$ 1,225.00	\$ N/A
Union Elementary	18 Kinney Hollow Rd	Union	\$ 1,225.00	\$ N/A
Woodstock Middle School	147 Route 169	Woodstock	\$ 1,525.00	\$ N/A
Barkhamsted Elementary	67 Ripley Hill Rd	Barkhamsted	\$ 1,225.00	\$ N/A
Brooklyn Middle Scholl	119 Gorman Rd	Brooklyn	\$ 1,225.00	\$ N/A
East Hampton High School	50 North Maple St	East Hampton	\$ 1,225.00	\$ N/A
Region 6-Goshen Center School	50 North St	Goshen	\$ 1,225.00	\$ N/A
Griswold Senior High	267 Slater Av	Jewett City	\$ 1,225.00	\$ N/A
Dr. Helen Baldwin Middle School	45 Westminster Rd	Canterbury	\$ 1,225.00	\$ N/A
Region 6-James Morris Elementary School	10 East St	Morris	\$ 1,225.00	\$ N/A
Stafford High School	145 Orcuttville Rd	Stafford Springs	\$ 1,225.00	\$ N/A
Sterling Community School	251 Sterling Rd.	Oneco	\$ 1,225.00	\$ N/A
Botelle Elementary	128 Greenwoods Rd	Norfolk	\$ 1,225.00	\$ N/A
Colebrook Consolidated	462 Smith Hill Rd	Colebrook	\$ 1,225.00	\$ N/A
Guilford High School	605 New England Rd	Guilford	\$ 1,225.00	\$ N/A
Morgan School	27 Killingworkth Tnpk	Clinton	\$ 1,225.00	\$ N/A
Voluntown Elementary	195 Main St	Voluntown	\$ 1,225.00	\$ N/A
Cornwall Consolidated	5 Cream Hill RD	Cornwall	\$ 1,225.00	\$ N/A
Hampton Elementary	380 Main St	Hampton	\$ 1,225.00	\$ N/A
Thompson High School (Tourtellotte Memorial)	785 Riverside Dr	North Grosvenordale	\$ 1,525.00	\$ N/A
Westbrook High School	156 McVeagh Rd	Westbrook	\$ 1,225.00	\$ N/A
Woodstock Academy	57 Academy Road	Woodstock	\$ 1,225.00	\$ N/A
Colchester Intermediate	380 Norwich Area	Colchester	\$ 1,225.00	\$ N/A
Killingly High	79 Westfield Av	Danielson	\$ 1,225.00	\$ N/A

STATE OF CONNECTICUT
DOIT - CONTRACTS & PURCHASING DIVISION

Award Number 07ITZ0146

Ledyard High School	24 Gallop Hill Rd	Ledyard	\$ 1,225.00	\$ N/A
Lisbon Central	15 Newent Rd	Lisbon	\$ 1,225.00	\$ N/A
North Canaan Elementary	90 Pease St	North Canaan	\$ 1,225.00	\$ N/A
Pomfret Community School	20 Pomfret St	Pomfret	\$ 1,225.00	\$ N/A
Preston Veterans Memorial School	325 Route 165	Preston	\$ 1,225.00	\$ N/A
Salisbury Central Elementary School	Lincoln City Rd	Salisbury	\$ 1,225.00	\$ N/A
Scotland Elementary	68 Brook Rd	Scotland	\$ 1,225.00	\$ N/A
Lebanon Middle School	891 Exeter Rd	Lebanon	\$ 1,225.00	\$ N/A
Chaplin Elementary School	240 Palmer Road	Chaplin	\$ 1,225.00	\$ N/A
Region 1-Housatonic Regional High School	246 Warren Turnpike Rd.	Canaan (Falls Village)	\$ 1,225.00	\$ N/A
Lee Kellogg School	47 Main Street	Canaan (Falls Village)	\$ 1,225.00	\$ N/A
HH Ellis Vocational Technical School	613 Upper Middle Street	Danielson	\$ 1,225.00	\$ N/A
Plainfield High School	87 Putnam Rd	Plainfield	\$ 1,225.00	\$ N/A
* Administrative Entity-DOIT (Department of Information Technology)	101 East River Dr	East Hartford	\$ 3,425.00	\$ N/A
* Administrative Entity-Babbidge Library	369 Fairfield Rd	Storrs	\$ 3,425.00	\$ N/A

Total for Monthly Service **\$ 87,725.00**

Total for Installation Service **\$ N/A**

Monthly Total Award of **\$ 87,725.00**

Vendor Contact: AT&T George Cummings, Sr. Account Manager

Address: 5 West Service Road, Fl 2, Hartford, CT 06120

Phone: (860) 947-7383 Fax: (860) 249-2981 E-mail: george.cummings@att.com

Notes:

1. Ensure you have read and understand the terms and conditions of this contract. Bidders must comply with the attached Standard & Special Bid and Contract Terms and Conditions, Standard Bid & Contract Terms & Conditions, and Agency Specifications
2. Price includes any hardware/equipment, delivery, and warranty. All Hardware components and software must be installed and configured before delivery. Equipment must be Year 2000 compliant.

All correspondence regarding this Contract Award must be in *writing* and submitted to:

kris.wohlgemuth@ct.gov

-or-

Attn.: Kris H Wohlgemuth, **CA # 07ITZ0146**
DOIT - Contract & Purchasing Division
101 East River Drive
East Hartford, CT 06108

AGENCY SPECIFICATIONS

CA # 07ITZ0146

E-Rate Eligible Optical Layer 2 LAN Service

FEDERAL ERATE FORM 470 IDENTIFIER
08-09 LAYER2-LAN-SERVICE
ENTITY # 157306

Term of Contract 7-1-08 to 6-30-10
with three possible (1) year extensions at the State's sole discretion.

This award supports the State of Connecticut's goal of providing a telecommunications connection to every school district, principal public library, institution of higher education and regional educational service center. This award narrowly addresses the need for the telecommunications service described below under the "telecommunications" standards of the ERATE program.

Scope of project:

The Connecticut Education Network maintains telecommunications service using Layer2 LAN Services to K-12 school districts, Libraries and Higher Education Sites across the State of Connecticut. Responses to this bid must include all costs to continue identical service levels to these locations, as well as any transitional costs for migrating from the current service provider.

The State of Connecticut may choose to purchase additional locations and/or upgrades to existing services at specific locations over the life of the contract.

Locations of sites:

A complete list of existing site addresses where service currently exists can be found below. A partial response to certain sites will not be a valid bid response. Bidders must be able to provide service to all of these sites.

Telecommunications Service: Optical Layer 2 LAN Service

Vendor must provide a service that provides transparent LAN service with a minimum of 10 Mbps from each designated school district address below to the State of Connecticut's central data center in East Hartford, (*1Gbps). Bidders must also provide a standby always on-line connection from each site to the State's backup Education Network site in Storrs, Connecticut, (*1Gbps). The service must be provisioned using optical fiber cable installed all the way to user's location from the provider's network.
***(See Bid Schedule)**

Installation:

The vendor must agree to provide the equipment that provides the Ethernet service at a location designated by the School district through the State's coordination efforts even if this location is not the traditional telecommunications demarcation in a school. Within the School, the vendor's only assumption should be that a physical path free of any hazardous materials in which a cable or conduit can be installed will be available and that access to the facility for construction purposes will be assured. If vendors require conduit or inner duct to meet their installation policies, they should assume they would be required to install that.

Vendor also agrees to provide any outside plant or construction necessary to connect the school to the public right-of-way based network including possible new aerial cabling, conduit construction or other work required to assure a working solution at each school.

The characteristics of the LAN service should be as follows:

- 10 Mbps actual throughput in a full duplex manner when packets are as small as 64 bytes.
- All customer-facing ports will be set to 100 Mbps full duplex and will not allow auto-negotiation.
- Customer/Vendor interface should be a 100 Mbps TX connection at all school sites and 1 Gbps SX connections at the state’s hub sites.
- Ability to carry packet sizes up to 1,500 bytes without fragmentation
- 99.5 % availability of the network on an annual basis from end-to-end between each of the school district ports and data center ports on the network.
- Vendor must agree to coordinate any software upgrades or other planned outages with the State on an advanced basis, with at least 1 week notice for all but emergency changes.
- Provided using industry recognized leading equipment with a significant installed base of the equipment models utilized typically Cisco, Nortel, Ciena, etc.
- The vendor agrees that their backbone network will be over-provisioned so that throughput on the State’s connections will be guaranteed in full duplex at the bandwidths purchased. Packet Delivery Rate will be defined as at least 99.5% of the total traffic from the source port to the destination arriving with a latency limited to a delay across a connection of no more than 65 ms (130 ms roundtrip) one-way end-to-end for packets 1500 bytes or less.

Monitoring and Support

The vendor must provide an end-to-end support capability from the Ethernet port at the State’s primary and backup data-center locations through to the Ethernet port at the customer designated locations at the edge sites. The vendor shall be fully responsible for the end-to-end installation, support, troubleshooting, repair and operation of any components between those two Ethernet ports. To the extent the vendor uses multiple sub-contractors or divisions of its company for this purpose, that end to end support must be invisible to the State. The vendor must provide a staffed 7x24x365 network operations center within the United States with a toll-free telephone number accessible throughout Connecticut. This operations center must be responsible for the end-to-end service described above and should be the state’s primary operational contact for support of the network. The network operations center should proactively notify the State’s operation center of any single-site outage within 30 minutes of the outage. Any network outage effecting more than 4 remote sites or the State’s data-center feeds should be notified with 15 minutes of an outage. Targets for restoration of service involving any physical equipment failure or fiber outage should be four hours from notification of an issue from the NOC to the State or from the State to the NOC.

The Vendor must allow the State to do SNMP monitoring of Ethernet ports at each school district from the State’s central data center from two state-designated IP addresses or provide a secure web-based portal for state use to monitor, at a minimum, interface utilization, interface errors and device uptime. The vendor and the State will coordinate a security strategy for such monitoring and the vendor must agree to provide whatever port, VLAN or other access method is necessary for the state to do its SNMP monitoring as part of the base service costs.

Vendors must detail their credit policy for outages that exceed their service level agreements requirements.

Installation and Coordination

The State will provide a liaison to coordinate initial communications with each remote site. The State will work jointly with a single point of contact at the vendor and each school district to designate the location of the equipment and hand-off at each site. The vendor's single point of contact should be qualified to manage the entire project end-to-end, including construction and coordination of the end-to-end transparent LAN service. Upon agreement of location and coordination of initial communication at each site, the State will then provide problem resolution and escalation support for the ongoing installation work.

The vendor must agree to coordinate its efforts in such a way that the State sees a minimal number of separate vendor/state interactions and that all of the vendor's resources are coordinated through a single point of contact during installation and are then handed off to a single-point of contact for operational support.

The vendor must agree to follow BICSI, National Electrical Code and other related industry standards and recommendations for installation of inside and outside plant. The State will expect the highest level of adherence to these standards in regards to grounds restoration, code compliance, workmanship and professionalism during the installation.

Additional Connections mapped to State installed infrastructure

In the event other applications can eventually be provisioned on the connections initially installed for education network purposes, the State requests vendors to provide adjusted costs that will be billed to the State if any division of the State, including other agencies or municipality's purchases additional paths onto the education-network funded connection at the site. At minimum, the base monthly operating cost of the connection at each site should be divided between the new subscriber and the education network connection with a reduced bill to the Education Network and a separate bill to the other user.

Pricing Models: (See Bid Schedule)

The State requests a fixed cost for installation and monthly services fees for the service based on a 2 year term with (3) 1-year renewal options at the State's sole discretion. Vendors should provide a not-to-exceed cost for the installation of services at each location. Vendors must provide the first 10 Mbps of bandwidth in their monthly service fee. Additional bandwidth in 5 Mbps increments up to 100 Mbps must also be bid. The vendor must provide a most-favored-nations clause in its proposal assuring that if the tariffed cost of the service is reduced, or if any customer with less connected sites is given a lower rate during the term of the contract, the state's costs on its operating costs will be adjusted proportionately downward.

SPECIAL TERMS AND CONDITIONS Rev. 03/06	STATE OF CONNECTICUT DEPARTMENT OF INFORMATION TECHNOLOGY CONTRACTS & PURCHASING DIVISION 101 EAST RIVER DRIVE, 4th Floor EAST HARTFORD, CT 06108-3274	Award Number 07ITZ0146
Purchasing Contact: Kris Wohlgenuth, AFAO		
Telephone Number: (860) 622-2246		

SPECIAL TERMS AND CONDITIONS
(Page 1 of 3)

SPECIAL TERMS AND CONDITIONS

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



STATE OF CONNECTICUT
DEPARTMENT OF INFORMATION TECHNOLOGY
CONTRACTS & PURCHASING DIVISION
101 EAST RIVER DRIVE, 4th Floor
EAST HARTFORD, CT 06108-3274
www.ct.gov/doit

Contract Award # 07ITZ0146
Purchasing Contact: Kris Wohlgemuth
E-mail Address: kris.wohlgemuth@ct.gov
Fax: (860) 610-0857

SPECIAL TERMS AND CONDITIONS

(Page 2 of 3)

9. TANGIBLE PERSONAL PROPERTY PROVISION

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

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

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

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

10. Bidders must bid on all new equipment only unless approved by agency.



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Contract Award # 07ITZ0146
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E-mail Address: kris.wohlgemuth@ct.gov
Fax: (860) 610-0857

SPECIAL TERMS AND CONDITIONS

(Page 3 of 3)

11. Bidders cannot substitute for a manufacturer's installed components.
12. Bidders must list maintenance cost for hardware and software, If applicable. In describing your company's maintenance plans include: location of support center and guaranteed response times. Any award for said maintenance would be at the option of the state.
13. Bidder awards normally are made utilizing the Purchasing Division STANDARD BID AND CONTRACT TERMS AND CONDITIONS (SP-7A) or as specifically amended by the Special Bid and Contract Terms and Conditions contained herein.

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

ENERGY STAR REQUIREMENTS

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

TERMS & CONDITIONS SP-7A (IT) Rev. 01/07	STATE OF CONNECTICUT DOIT – CONTRACTS & PURCHASING DIVISION 101 EAST RIVER DRIVE EAST HARTFORD, CT 06108-3274 STANDARD BID AND CONTRACT TERMS AND CONDITIONS	Contract Award # 07ITZ0146 Page 1 of 11
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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, unmaturing, 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 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 July 2007.

72. Nondiscrimination Certification Requirement

Public Act 07-142 and Public Act 07-245 have amended the nondiscrimination provisions of the Connecticut General Statutes to add civil unions to the existing protected classes and to require State contractors to adopt policies in support of the new statutes by means of a resolution. By law, a contractor must provide the State with documentation in the form of a company or corporate policy adopted by resolution of the board of directors, shareholders, managers, members or other governing body of such contractor to support the nondiscrimination agreement and warranty under C.G.S. §§ 4a-60a and 46a-68h.

Accordingly, attached as Exhibits 1 & 2 are form certifications that the successful contractor must deliver executed at the time that it executes the Contract. The first of these forms is designed to be used by corporate or other business entities; the second is to be used only by individuals who are to sign and perform contracts with the State in their individual capacity. One or the other of these certifications is required for all State contracts, regardless of type, term, cost, or value. The execution and submittal of this certificate is a condition precedent to the State's executing the Contract, unless the contractor is exempt from this statutory requirement, in which case the contractor must obtain a written waiver from the State's Commission on Human Rights and Opportunities.