CONTRACT SUPPLEMENT
SP-37 Rev. 01/02

Purchasing Contact:
Elizabeth Basso, AFAO

Telephone Number:
(860) 622-2037

STATE OF CONNECTICUT

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

Contract Award Number
09ITZ0047
Contract Award Date
February 1, 2010
SUPPLEMENT DATE
February 8, 2010

CONTRACT AWARD SUPPLEMENT # 1

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

COMMODITY CLASS/SUBCLASS & DESCRIPTION: 5022 – IT Professional Services

FOR:	TERM OF CONTRACT:
Department of Information Technology, All Using State Agencies, Municipalities, Political Subdivisions, Non-Profits and Education **101 East River Drive** **East Hartford, CT 06108**	Two Years from date of award, with a one year renewal option at the State's sole discretion
	"All other Terms and Conditions remain the same."
	AGENCY REQUISITION NUMBER:

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

Supplement # 1 Changes / Updates the following:

- **Links to the currant DOIT-2 Interview Sheet and SOW Template (fillable in Word format) at http://www.ct.gov/doit/cwp/view.asp?a=1306&Q=254998&doitNav=|**

- **Vendors State of CT IT Professional Services website addresses:**

  On-Line Systems, Inc.: http://www.on-linesystems.com/CTMain.aspx

  SDI (Superior Design International): www.sdintl.com/conn

  The Tri-Com Consulting Group LLC: http://www.tricomgroup.com/stateofct/

Date Issued: February 8, 2010

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

CONTRACT AWARD
SP-38 Rev. 01/08

Purchasing Contact:
Elizabeth Basso, AFAO

Telephone Number:
(860) 622-2037

STATE OF CONNECTICUT

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

Contract Award #
09ITZ0047
Contract Award Date
February 1, 2010
Expiration Date
January 31, 2012

CONTRACT AWARD

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

COMMODITY CLASS/SUBCLASS & DESCRIPTION: 5022-760, IT PROFESSIONAL SERVICES

FOR: **Department of Information Technology, All Using State Agencies, Political Subdivisions, Municipalities, Non-Profits and Education**
101 East River Drive
East Hartford, CT 06108

DELIVERY DATE REQ'D: ***As Needed***

TERM OF CONTRACT: Two Years from date of award, with a one year renewal option at the State's sole discretion

AGENCY REQUISITION NUMBER: **DOIT-1046**

IN STATE (NON-SB) CONTRACT VALUE	DAS *CERTIFIED* SMALL BUSINESS CONTRACT VALUE	OUT OF STATE CONTRACT VALUE	TOTAL CONTRACT AWARD VALUE
$	**$5,400,000.00**	**$2,700,000.00**	**$8,100,000.00**

NOTICE TO CONTRACTORS: This notice of award is not an order to ship. The using agency or agencies on whose behalf the contract is made will furnish purchase orders against contracts. Send invoices directly to the using/ordering agency per instructions on purchase order.
NOTE: Dollar amounts listed next to each contractor are possible award amounts, however, they do not reflect any expected purchase amounts (actual or implied). They are for CHRO use only.

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

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

CONTRACTOR INFORMATION:

SEE NEXT PAGE FOR CONTRACTOR INFORMATION

APPROVED_____
Elizabeth Basso
Assoc. Fiscal Administrative Officer
IT Contracts & Purchasing Division
(Original Signature on Document in Procurement Files)

APPROVED_____ **Date: __/__/__**
Richard R. Bailey
Deputy Chief Information Officer
(Original Signature on Document in Procurement Files)

Date Issued: January 22, 2010

AWARD SCHEDULE
SP-16A Rev. 01/08

STATE OF CONNECTICUT
DOIT – CONTRACTS & PURCHASING DIVISION

Award Number
09ITZ0047

CONTRACTOR INFORMATION:

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

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

Remit to: On-Line Systems, Inc.; P.O. Box 445; Farmington, CT 06034

Tel. No.: ***888.578.1300 or 860.678.1300*** *Fax No.:* ***860.678.1919*** *Contract Value:* **$2,700,000.00**

Contact Person: ***Jamie J. Martin*** *Vendor ID #:* 0000010340 *Delivery: As Required*

Certification Type: ***WBE*** *Terms:* ***Net 30 Days*** *Supply to Political Sub-Divisions:* ***YES***
(SBE,MBE, WBE or None)

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

State of CT IT Professional Services Website: http://www.on-linesystems.com/CTMain.aspx

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Company Name: ***Superior Design International, Inc.***

Address: ***1000 Corporate Drive, Suite 410, Fort Lauderdale, FL 33334***

Remit to: Superior Design International, Inc.; 250 International Drive, Williamsville, NY 14221

Tel. No.: ***800.850.4222 or 954.938.5400*** *Fax No.:* ***954.772.5061*** *Contract Value:* **$2,700,000.00**

Contact Person: ***Michael Clough or Glenis Henriquez (lead)*** *Vendor ID #:* 0000127662 *Delivery: As Required*

Certification Type: none *Terms:* ***Net 45 Days; Less 1% / 15 Days; Less 0.5% payment via EFT*** *Supply to Political Sub-Divisions:* ***YES***
(SBE,MBE, WBE or None)

Company E-mail Address: ***henriquezg@sdintl.com*** ***www.sdintl.com***

State of CT IT Professional Services Website: www.sdintl.com/conn

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Company Name: ***The Tri-Com Consulting Group, LLC***

Address: ***333 Industrial Park Road, Middletown, CT 06457***

Tel. No.: ***877.513.4282 or 860.635.9600*** *Fax No.:* ***860.635.9300*** *Contract Value:* **$2,700,000.00**

Contact Person: ***Karl C. Hespeler*** *Vendor ID #:* 0000011031 *Delivery: As Required*

Certification Type: ***SBE*** *Terms:* ***Net 30 Days*** *Supply to Political Sub-Divisions:* ***YES***
(SBE,MBE, WBE or None)

Company E-mail Address: ***dtringali@tricomgroup.com***

State of CT IT Professional Services Website: http://www.tricomgroup.com/stateofct/

DEPARTMENT OF
INFORMATION TECHNOLOGY

IT PROFESSIONAL SERVICES

Contract Award 09ITZ0047

The Department of Information Technology currently has three vendors on the IT Professional Services Master Agreements. The intention of this contract is for all using agencies to get the most qualified consultant at the best price. All agencies entering into a new project must shop the three vendors for the lowest cost, best qualified candidate who fulfills their business needs. An explanation is required if the vendor selected is not the lowest, qualified. New projects may be subject to OPM's Hiring Freeze Guidelines. See DOIT-2 Interview Selection Sheet.

Contracts were awarded to three (3) IT Consulting Firms, **Superior Design International, Inc**., **Tri-Com Consulting Group, LLC** (SBE certified) and **On-Line Systems, Inc.** (MBE certified). Each vendor developed a website for all using entities. An on-line "fillable" form is available for contract users to make a request. Each vendor is required to e-mail the requestor three to six qualified resumes within three (3) business days from the date of the request. Any resource requested must be available within one (1) week from the date of the purchase order unless otherwise agreed to by the agency.

Each vendor's website has a link to the Vendor Performance Report. Should a vendor not respond within the three business day window, a report should be submitted. Agencies can also submit comments, issues and suggestions on this form. This will enable DOIT to track contract compliance and make improvements to the process.

Any immediate issues concerning a consultant should be directed to the vendor. An escalation procedure is posted on each vendor's website. Should those efforts fail, DOIT Contracts and Purchasing should be contacted as soon as possible.

For additional information on the IT Professional Services Master Agreements and processes contact: Elizabeth Basso, DOIT Contracts and Purchasing at elizabeth.basso@ct.gov or (860) 622-2037.

DEPARTMENT OF
INFORMATION TECHNOLOGY

IT PROFESSIONAL SERVICES SELECTION PROCESS

AGENCY

1. Consultant Requirements:
    - Projects: Develop Statement of Work. Determine class, type, quantity and duration.
    - Staff Augmentation: select lowest qualified vendor. Determine class, type, quantity and duration.
2. Request resumes via the vendor's website. Classifications are listed with associated pricing. A statement of work template is available on the vendors' websites. If a project requires a consultant that does not fall into one of the existing classifications, contact DOIT. Vendors are required to submit three to six qualified resumes within three (3) business days. Once a request has been submitted, the agency should receive an email confirmation from the vendor.
3. Agencies should evaluate resumes to ensure that the candidates meet all of the requirements for the requested classification and the interview selected candidates.
4. To request candidates, prepare a CORE-10 in the CORE System. The following needs to be included and/or attached:
    - DOIT-2 Interview/Selection for Data Processing Consultant Form and appropriate form of identification. If needed, include the necessary documentation required for proof of eligibility to work in the United States.

ELECTRONIC REQUEST

1. The system will route the electronic request to the proper approving authorities within an agency.
2. Agency submits to DOIT Business Development Directors (Steve Casey, Chuck Hoadley, Suzanne Niedzielska).
3. BDD's review for completeness and route for approvals; route to Dep. Chief Information Officer for review/approval.
4. Contracts and Purchasing Division (CPD) reviews and approves.
5. Monitor the CORE System for approval verification.

NOTE: A CORE-10 with same attachments is required for extensions and/or additional funding.

VENDOR PERFORMANCE

Each vendor's website has a link to the Vendor Performance Report. Agencies should submit comments, issues and suggestions on this form. This will enable DOIT to track contract compliance and make improvements to the process. Any immediate issues concerning a consultant should be directed to the vendor. An escalation procedure is posted on each vendor's website. Should those efforts fail, DOIT Contracts and Purchasing should be contacted.

AGENCY

Issue Purchase Order to vendor(s).

DEPARTMENT OF
INFORMATION TECHNOLOGY

VENDORS

On-Line Systems, Inc. – http://www.on-linesystems.com/CTMain.aspx
790 Farmington Avenue – Suite 3-D – Farmington, CT 06032
Jamie Martin: Phone 888.578.1300; Fax 860.678.1919; Email: Jamie@on-linesystems.com
Core-CT Vendor ID #: 0000010340
Contract Award # 09ITZ0047AA
Certified MBE – Small Business - Woman Owned

Superior Design Internationals, Inc. – www.sdintl.com/conn
1000 Corporate Drive, Suite 410, Fort Lauderdale, FL 33334
Glenis Henriquez: Phone 800.850.4222; Fax 954.772.5061; Email: HenriquezG@sdintl.com
Core-CT Vendor ID#: 0000127662
Contract Award #: 09ITZ0047AB

TriCom Consulting Group, LLC – http://www.tricomgroup.com/stateofct/
333 Industrial Park Road, Middletown, CT 06457
Karl Hespeler: Phone 877.513.4282; Fax 860.635.9300; Email: khespeler@tricomgroup.com
Core-CT Vendor ID #: 0000011031
Contract Award # 09ITZ0047AC
Certified SBE – Small Business

WEBSITE FEATURES

1. **Resources, Pricing and Request a Resume fillable form**
2. **The Interview/Selection form (DOIT-2)** – **REVISED** - The top portion of this form should be completed for each candidate an agency interviews at the time of the interview. Only the candidate selected and an agency representative are required to fully execute the entire form (including signatures). The Interview/Selection form and required documents must be attached to a CORE-10 when requesting a consultant through CORE-CT.
3. **MBE/SBE DAS Certificate of Eligibility** – The certificate on the website will have a watermark across the front which indicates it is an "unofficial" document. This will ensure that certificates are not printed and improperly submitted with other procurements.
4. **Contract Award** – The Contract Award contains all the terms and conditions of the contract.
5. **Escalation Policy –** Lists vendor contact information and complaint resolution process.
6. **Vendor Performance Form** – DOIT encourages all contract users to utilize this form to track contract compliance
7. **Website Accessibility Policy**
8. **Standardized SOW Form - NEW**

Each quarter all vendors are required to submit to DOIT Contracts and Purchasing Division a management report. The report must contain the following data; Contracted dollars by agency by vendor (if subcontractors are used) and total number of dollars.

Word versions of both the Interview Selection Form (DOIT-2) and the Standardized SOW Template are available on DOIT's website at http://www.ct.gov/doit/cwp/view.asp?a=1306&Q=254998&doitNav=|

Contract Award 09ITZ0047
IT Professional Services Agency Specifications

Scope
In recent years, the State has spent approximately $9,000,000.00 annually on IT Professional Services with four contracted vendors. The State can neither project nor guarantee a specific volume of business over the term of any contract that may result from this ITB. The State encourages bidders to view the volume of State spending for IT Professional Services when submitting pricing. The pricing, quality, and service levels obtained through this process are expected to be more aggressive than the State may currently have.

Bidder(s) must have sufficient resources available to cover Executive branch agencies' mandatory use of a resulting contract. Other users may include Judicial, Education, Non-Executive branch agencies, Municipalities, and Not-for-Profits.

All work performed under the resulting contract award must be completed on site. No telecommuting or off-site work is covered under this procurement.

Currently, when an agency has a requirement or request, a Statement of Work is put together (or the hours and job classification is specified). The agency shops the four contracted vendors, receives resumes back from the vendor(s), schedules interviews, and then sends a request through the DOIT office. If other than the lowest rate offered, justification is required.

CONTRACT REQUIREMENTS

Vendor Resources
During the term of any contract award, the State may ask to retain an IT professional with specific technical expertise, or familiarity with a State system or project. The State will also have the right to require the vendor to replace any employee or subcontractor employee assigned to the State if, in the opinion of the State, such employee is unacceptable. The State must not be penalized in any way, including delays in response to resume requests or deployment of IT professional resources, when an employee or subcontractor employee is dismissed.

Should a consultant currently performing work for the State leave the vendor's service, prior notification is to be given the State. It is the vendor's responsibility to replace any consultant leaving service with an equally experienced consultant. The vendor must also arrange for knowledge transfer. Resumes submitted in response to agencies SOW requests must include full disclosure of any prior state placement performance issues.

Duplication of consultants resume with different vendors will result in the consultant not being considered for that position.

Vendor must make every effort to ensure consultant availability when resumes are submitted in response to agency SOW.

Employment Eligibility Verification
Vendor is required to obtain and keep current the Employment Eligibility Verification Form I-9 issued by the U.S. Department of Justice Immigration and Naturalization Service supporting each IT professional's authorization for employment in the United States (http://www.uscis.gov/i-9). The State reserves the right to audit these documents and will require a completed Form I-9 prior to approving any contract user's request.

Background Checks
The Department of Public Safety (DPS) may perform background checks on vendor personnel who work on State accounts. Contract User-specific requirements for background checks must also be complied with prior to the start date of any IT Professional hire. Vendors will be responsible for all fees associated with background checks.

IT Professional Selection Process – Resume Requirements
When receiving a resume request from any contract user, the vendor must provide a minimum of three (3) and a maximum of six (6) resumes of qualified IT professionals within three (3) business days of the notification date. (More resumes may be requested by the individual agency.) The resumes should be sent in portable

document format and sent electronically to the agency contact person specified. Any resource requested must be available for deployment within one (1) week from date of purchase order. Contact information for consultant's previous work with the State must be disclosed at time of interview. Failure to disclose information may result in dismissal. Include full disclosure of any prior state placement performance issues. Vendor must be able to accept purchase orders transmitted electronically (preferred method), by fax, or by email.

Professional Time and Expense Policy
The State shall not pay the vendor for travel time between the IT professional's place of residence and the place of work.

The State shall not pay the vendor any out-of-pocket expenses incurred by an IT professional for travel to the place of work. Reimbursement of travel expenses incurred at a contract user's request must be authorized beforehand, in writing, by the contract user. Payments shall not exceed the State's present State Managerial Rate. Prevailing rates information may be found at the following website:
www.das.state.ct.us/Business_Svs/Travel.asp

Management Reporting
The vendor must submit monthly reports to DOIT/Contract & Purchasing, at no additional charge, no later than ten (10) days after the end of each month this contract is in effect. These reports shall be on forms approved in advance by DOIT in writing. The vendor must provide these reports to any contract user when requested, at no additional charge. Sample Reports are included. Vendor submitted reports must reflect setup and fields indicated in the Sample Report provided in this ITB.

Web Page for Contract Users
The vendor must develop and maintain a customized web page exclusively for the use of the Contract Users ("State Web Page"). This web page shall post the Contract Award, Product/Bid Schedule (including position descriptions and pricing), Procedures, Contact Information, and Escalation Information. Webpage must also maintain links to the State's Standardized SOW and Interview Forms. Website must be capable of receiving requests for consultants electronically. Details will be refined upon contract award. The web page must be available with all functionality within 30 days of contract award. Failure to meet this time frame may result in removal from contract award. See "Web Site Site Requirements" provided in this ITB.

Escalation Information
The vendor must provide 24 hour, 7 day procedures to be used by the State – this must include business and home phone numbers, pager numbers, and e-mail address to reach supervisors, managers, directors, and company officers. The vendor must describe any automatic escalation that takes place within the organization without intervention by the State. Escalation information must be maintained and updated by the vendor on the State Web Page.

Universal Web Site Accessibility
All IT professionals deployed on assignments/projects involving web site development or internet-based applications must follow the State of Connecticut's Web Site Accessibility Committee's policies and procedures for Universal Web Site Accessibility **http://www.access.state.ct.us/policies/accesspolicy40.html**. More information is available on DOIT's website at**: www.ct.gov/doit/cwp/view.asp?a=1306&q=255004** .

Term of Contract
This contract will be for a term of two years, with an option for a one year extension. The pricing must remain valid for the term of the contract and subsequent extension unless the State agrees in writing that the pricing should be modified.

Contract Award 09ITZ0047
IT Professional Services Agency Specifications

Job Categories

Categorization and Description of Positions
The IT related positions are listed in the table below for informational purposes only. Detailed descriptions for each position category/title can be found in **Position Description document**.

Position Category	***Position Title***	***Prior Contract Class Code/Title***
Project Management	Project Manager 3	
	Project Manager 2	
	Project Manager 1	4.1 Project Manager
	Project Administrator	
Software Engineering	Software Engineer 4	5.4 Information Systems Administrator 11.5 eCommerce-Technical Analyst 4
	Software Engineer 3	11.4 eCommerce-Technical Analyst 3
	Software Engineer 2	2.3 System Developer 3 11.1 eCommerce-Systems Developer 11.2 eCommerce-Technical Analyst 1 11.3 eCommerce-Technical Analyst 2
	Software Engineer 1	1.1 Programmer 2.1 System Developer 1 2.2 System Developer 2
	Systems Engineer 4	7.6 Engineer-Technical Analyst 4 10.1 Security Analyst
	Systems Engineer 3	7.5 Engineer-Technical Analyst 3
	Systems Engineer 2	3.2 Technical Analyst 2 7.4 Engineer-Technical Analyst 2
	Systems Engineer 1	3.1 Technical Analyst 1 6.1 LAN Specialist 7.1 Technical Specialist 7.3 Engineer-Technical Analyst 1 9.1 Computer Operator 1 9.2 Computer Operator 2
Specialized	Business Analyst 2	
	Business Analyst 1	
	Telecommunications Specialist 2	7.2 Telecommunications Engineer
	Telecommunications Specialist 1	7.1 Technical Specialist
	Technical Writer/Web Content Designer/Graphic Artist/	8.1 Technical Writer/Editor

AWARD SCHEDULE
SP-16A Rev. 01/08

STATE OF CONNECTICUT
DOIT – CONTRACTS & PURCHASING DIVISION

Award Number
09ITZ0047

Purchasing Contact:
Elizabeth Basso, AFAO

Telephone Number:
(860) 622-2037

E-Mail Address:
elizabeth.basso@ct.gov

CONTRACT AWARD SCHEDULE

09ITZ0047

CONTRACT AWARD DATE	
February 1, 2010	
DELIVERY	
As Needed	
PAYMENT TERMS	CASH DISCOUNT

Pricing includes all transportation charges FOB State Agency.

Page 1 OF 1

VENDOR NAME:
On-Line Systems, Inc.
Superior Design International, Inc.
The Tri-Com Consulting Group LLC

Department of Information Technology is issuing this contract award for
IT Professional Services
for
All Using State Agencies, Municipalities, Political Subdivisions, Non Profits and Education

Pricing per Bid Schedule Page

All Executive Branch Agencies must submit requests for consultants through the CORE-CT System CORE-10 Requisition, with completed SOW, DOIT-2 Interview Sheet, and appropriate Consultant ID.

This will be a Total Estimated Award of $8,100,000.00

All correspondence regarding this contract award must be in writing and submitted to:
Elizabeth Basso, AFAO, Contract Award # **09ITZ0047**
DOIT - Contract & Purchasing Division
101 East River Drive, 4th Floor
East Hartford, CT 06108

			ON-LINE SYSTEMS, INC.		SUPERIOR DESIGN INTERNATIONAL		TRI-COM CONSULTING GROUP LLC	
			MBE				SBE	
			No Discounts		15 days /Less 1%; EFT Payment: Less 0.5%		No Discounts	
			Jamie Martin, 888.578.1300		Glennis Henriquez, 800.850.4222		Karl Hespeler, 877.513.4282	
			jamie@on-linesystems.com					
Position Category		Position Title	Hourly Rate	Daily Rate (8 hours per day)	Hourly Rate	Daily Rate (8 hours per day)	Hourly Rate	Daily Rate (8 hours per day)
Project Management	1.1	Project Manager 1	$65.70	$525.62	$42.56	$340.48	$67.83	$542.64
	1.2	Project Manager 2	$73.92	$591.37	$57.19	$457.52	$73.15	$585.20
	1.3	Project Manager 3	$86.00	$687.98	$90.44	$723.52	$86.45	$691.60
	2.1	Project Administrator	$41.75	$333.99	$33.25	$266.00	$38.57	$308.56
Software Engineering & Application Development	3.1	Software Engineer 1	$45.01	$360.06	$34.58	$276.64	$46.55	$372.40
	3.2	Software Engineer 2	$63.76	$510.08	$42.56	$340.48	$65.17	$521.36
	3.3	Software Engineer 3	$71.95	$575.62	$50.54	$404.32	$73.15	$585.20
	3.4	Software Engineer 4	$87.78	$702.24	$73.15	$585.20	$86.45	$691.60
	4.1	Systems Engineer 1	$39.75	$318.03	$37.24	$297.92	$37.24	$297.92
	4.2	Systems Engineer 2	$47.55	$380.38	$45.22	$361.76	$50.54	$404.32
	4.3	Systems Engineer 3	$62.55	$500.40	$53.20	$425.60	$57.19	$457.52
	4.4	Systems Engineer 4	$72.35	$578.82	$75.81	$606.48	$69.16	$553.28
Specialized	5.1	Business Analyst 1	$55.25	$441.99	$46.55	$372.40	$57.19	$457.52
	5.2	Business Analyst 2	$62.51	$500.08	$66.50	$532.00	$62.51	$500.08
	6.1	Telecommunications Specialist 1	$40.21	$321.65	$27.93	$223.44	$42.56	$340.48
	6.2	Telecommunications Specialist 2	$56.01	$48.05	$41.23	$329.84	$57.19	$457.52
	7.1	Technical Writer/Web Content Designer/Graphic Artist	$40.01	$320.05	$47.88	$383.04	$38.57	$308.56

Category	Classification Code	Title	Description
1. Project Manager	Designs, plans, and coordinates work teams. Follows the state's System Development Methodology (SDM) as well as industry practices such as the PMI's framework. Understands business and technical objectives of a project and works closely with project sponsor. Creates project charter and work plan and tracks budget and schedule progress via appropriate metrics. Establishes project organization and methodologies and defines roles and responsibilities. Documents risks and develops mitigation plans. Manages scope. Creates and implements a communication plan. Builds an effective team, assigns tasks to team members, and evaluates outcomes. Negotiates resources. Communicates to stakeholders and project sponsor. Identifies, tracks, and ensures resolution of issues and removal of barriers. Provides technical support to project team members. Handles complex application features and technical designs. Designs and implements the components required for complex application features. Generally manages a group of applications system analysts. Relies on experience and judgment to plan and accomplish goals. Professional certification is highly desirable. May require specific PC, workstation, operating system, application or platform skills. Provides overall direction to the formulation, development, implementation, and delivery of a project. Exercises management responsibility over the achievement of performance, revenue, and profit objectives of a project and its contracts. Ensures that the project plan maintains tasks, schedules, estimates, and status, and disseminates information to team members and customers. Creates a structure and organization for the management of a complex environment with emphasis on quality, productivity, and consistency. Directs corrective actions in any area where performance falls below objectives. Arranges for the assignment of responsibility to other supporting facilities, business areas, and support functions, and monitors their performance. Self-directed and independent. Responsible for the coordination and completion of projects. Oversees all aspects of projects. Sets deadlines, assigns responsibilities, and monitors and summarizes progress of project. Prepares reports for upper management regarding status of project.			
REQUIRED EXPERIENCE/KNOWLEDGE/SKILLS			
	1.1	**Project Manager 1**	1- 5 years of experience in the field or in a related area. Familiar with standard concepts, practices, and procedures within a particular field. Relies on limited experience and judgment to plan and accomplish goals. A certain degree of creativity and latitude is required. Works under limited supervision with considerable latitude for the use of initiative and independent judgment. **PREVIOUS CONTRACT CLASS CODE/DESCRIPTION:** 4.1 Project Manager

			GENERIC INDUSTRY JOB TITLES: Project Manager; Jr. Development Manager; Jr. Application Manager; Jr. Program Manager; Jr. Project Manager
	1.2	**Project Manager 2**	6-9 years of experience, relies on experience and judgment to plan and accomplish goals, independently performs a variety of complicated tasks, a wide degree of creativity and latitude is expected. **PREVIOUS CONTRACT CLASS CODE/DESCRIPTION:** 4.2 Senior Project Manager **GENERIC INDUSTRY JOB TITLES:** Development Manager; Application Manager; Program Manager; Senior Project Manager; Project Director
	1.3	**Project Manager 3**	10 or more years of experience, shares experience and judgment with teams to plan and accomplish goals, leads groups in performing a variety of highly complicated tasks at the program and portfolio management level, a wide degree of creativity and latitude is expected **PREVIOUS CONTRACT CLASS CODE/DESCRIPTION:** 5.5 Executive Strategic Project Management Administrator **GENERIC INDUSTRY JOB TITLES:** Executive Project Manager; Portfolio Manager/Director
2. Project Administrator	Responsible for the general administration of an established project and bringing it to a satisfactory conclusion, including all related final documentation, according to established policies and guidelines. Supports the project management processes. This includes understanding project goals, deadlines, and financial boundaries to best allocate resources, benchmarking, scheduling project meetings and deadlines and general coordination. Creates and/or updates Resource “Burn Down” plans for SDM RAD activities. Assists in the development of Project Plan by supporting the needs of the Project Manager with the identification of resources, tasks, stakeholdering, etc. Examines technical and technology documentation for completeness and latest versions. Maintains contact with project’s service providers and user representatives to ensure timely activity, integration and efficient use of resources to meet requirements. Manages project issues and risk logs. Takes proactive and corrective action as necessary and within established guidelines.		

	Coordinates practical details and care of the final product including assembly and transfer of operational and maintenance documentation. Under the direction of the Project manager, properly closes all contract/SOW documentation upon final completion and ensures all payments are processed. Assists in the transition of resources in and out of the project. Under the direction of the Project Manager, closes all project documentation and archives appropriate records		
REQUIRED EXPERIENCE/KNOWLEDGE/SKILLS			
	2.1	**Project Administrator**	Relevant entry-level training in PM and technology of the project. Must possess foresight, analysis and logic skills. Exceptional time management and multi-tasking skills. Strong attention to detail. Intermediate Excel and MS Project skills required. Familiarity with Project Management Software packages. Experience working with budgets, billing, and contract review is preferred. Must be customer focused **PREVIOUS CONTRACT CLASS CODE/DESCRIPTION:** NEW **GENERIC INDUSTRY JOB TITLES:** Project Administrator; Project Controller; Executive Assistant
3. Software Engineering	Architect: Leads planning, design and development of the core technology and architecture of large-scale distributed systems, mid-range to client server and n-tier e-commerce applications and solutions; designs systems integration plans; develops moderate to complex software modules; populates an application host and configuration matrices using industry standard strategies; leads application design sessions, and develops general and detailed design specifications for moderate to complex systems; Leads design and development of the database architecture including relational data structures, data marts, data dictionaries and logical and physical data models; develops strategies for data acquisitions, archive recovery, integration and implementation enterprise databases; Assist in migration and integration of data and processes from legacy systems to new applications and new technologies. Assists in the development of information systems blueprints, design patterns, templates for best-in-class software development and to ensure high levels of software re-use and the migration towards a service-oriented architecture (SOA). Provides guidance for Enterprise Wide Technology Architecture (EWTA). Develop processes and procedures that allow the company to fully exploit its data assets. Documents and communicates the architecture to all levels of the organization, including data architects, design specialists, application developers and management. Analyst/Developer: Plans, designs, develops and tests the software programs; develops and implements application design and programming standards; captures business requirements using industry standard frameworks and tools; converts business		

	requirements to systems and program specifications; maps design components to the requirements traceability matrix; conducts code reviews; designs and develops GUI forms, screens, reports and application interfaces; Develops and maintains new release strategy; plans and coordinates the and new build releases and system deployment activities; installs, and configures applications host files on the servers and user desktops; performs application user and security administration; identifies the system bottle necks, analyzes and debugs complex software programs for optimal performance; performs application upgrades and provides ongoing maintenance and production support; develops system installation and operating procedures; writes end-user manuals, and trains the staff. Develops functional and non-functional requirements and handles change management activities; develops and maintains the test cases and test plans; performs unit, system, integration and stress testing; identifies and troubleshoots defects and carries overall responsibility over QA. Database Administrator: Designs, develops, administers and tunes enterprise relational databases; installs, and configures database software on the standalone and high-availability servers; creates and manages links and replication between multiple database instances; monitors and manages database bottlenecks, memory, storage, file systems and resource utilization for optimal performance; performs day-to-day operations in support of our enterprise business Systems; writes and applies utilities for system management, reporting, file clean up and auditing; performs database access/security administration. Plans, coordinate and implements database upgrades and periodic security patches; handles database exports and imports, and develops and implements database recovery plans and procedures; participates in disaster recovery exercise; oversees the scheduling of database projects, transaction log backups and notifications; develops and maintains operations manuals.		
REQUIRED EXPERIENCE/KNOWLEDGE/SKILLS			
	3.1	**Software Engineer 1**	1-2 years of experience in the field or in a related area. Has knowledge of commonly used concepts, practices, and procedures within a particular field. Relies on instructions and pre-established guidelines to perform the functions of the job. Primary job functions do not typically require exercising independent judgment. **PREVIOUS CONTRACT CLASS CODE/DESCRIPTION:** 1.1 Programmer; 2.1 System Developer 1; 2.2 System Developer 2 **GENERIC INDUSTRY JOB TITLES:** Jr. Programmer/Analyst; Application/System Support; Tester
	3.2	**Software Engineer 2**	3-5 years of experience in the field or in a related area. Familiar with standard concepts, practices, and procedures within a particular field. Relies on limited experience and judgment to plan and accomplish goals. A certain degree of creativity and latitude is required. Works

			under limited supervision with considerable latitude for the use of initiative and independent judgment. **PREVIOUS CONTRACT CLASS CODE/DESCRIPTION:** 2.3 System Developer 3; 11.1 eCommerce-Systems Developer; 11.2 eCommerce-Technical Analyst 1; 11.3 eCommerce-Technical Analyst 2 **GENERIC INDUSTRY JOB TITLES:** Systems Developer; Software Engineer; Programmer/Analyst; Jr. Database Administrator; Tester
	3.3	**Software Engineer 3**	6-9 years of experience, relies on experience and judgment to plan and accomplish goals, independently performs a variety of complicated tasks, a wide degree of creativity and latitude is expected. **PREVIOUS CONTRACT CLASS CODE/DESCRIPTION:** 2.4 Sr. .NET Architect/Developer; 2.6 Sr. ERP (PeopleSoft) Developer; 2.7 Sr. Informatica Developer; 2.8 Sr. Java Developer; 11.1a eCommerce-Sr. Systems; 11.4 eCommerce-Technical Analyst 3 **GENERIC INDUSTRY JOB TITLES:** Application Architect; Database Administrator; Sr. Programmer/Analyst; Sr. Systems Analyst; Sr. Software Engineer;
	3.4	**Software Engineer 4**	10 or more years of experience, shares experience and judgment with team to plan and accomplish goals, leads groups in performing a variety of complicated tasks, mentors less experienced staff, a wide degree of creativity and latitude is expected. **PREVIOUS CONTRACT CLASS CODE/DESCRIPTION:** 5.4 Information Systems Administrator; 11.5 eCommerce-Technical Analyst 4 **GENERIC INDUSTRY JOB TITLES:** Enterprise Architect; Database Architect; Application Architect; Sr. Database Administrator
4. **System Engineering**	Help Desk Provides technical assistance to computer system users on a variety of issues. Identifies, researches, and resolves technical problems. Responds to telephone calls, email and personnel requests for technical support. Documents, tracks, and monitors the problem to ensure a timely resolution. Answer questions or resolve computer problems for clients in person, via telephone or from		

	remote location. May provide assistance concerning the use of computer hardware and software, including printing, installation, word processing, electronic mail, and operating systems. Provides service and preventive maintenance activities on terminals, printers, personal computers, etc. Implement shared software, such as operating systems, configuration management tools, applications and development tools. Has knowledge of commonly used concepts, practices, and procedures within a particular field. Basic knowledge of electrical/mechanical principles and basic electronics. Read and comprehend technical service manuals and publications. Able to diagnose and repair products by replacing worn or broken parts, and making technical adjustments. Makes appropriate use of reference publications and diagnostic aids in resolving technical problems. Strong communication skills. Assist with changes, upgrades and new products, ensuring systems shall operate correctly in current and future environment. Supports and maintains user account information including rights, security, and systems groups. Supports asset management processes. Provide accurate and complete answers to general use and administrative environment questions in a timely manner. Communicate accurate and useful status updates. Manage and report time spent on all work activities. Ability to work in a team environment. Technical Support Maintains, analyzes, troubleshoots, and repairs computer systems, hardware, and computer peripherals. Documents, maintains, upgrades or replaces hardware and software systems. Performs basic operation, monitoring, installation, trouble shooting, or maintenance of computer equipment. Identifies and resolves basic data communications problems. Provides assistance in the design, development, and maintenance of various system applications. Provides technical assistance and support for applications and hardware problems. Installs, maintains, moves, and assists in testing and upgrading new and existing hardware/software. Assists in monitoring and providing assistance on the use and interface of systems, subsystems, and software applications. Prepares or assists in the preparation of service record documentation. Shows awareness of standards and regulatory requirements related to assigned tasks. May assist in the review and recommendation of the procurement of information resources hardware or software. May write and update personal computer and mainframe application programs. Knowledge of the practices, principles, and techniques of computer operations, of information systems, of computer software and hardware, and of information security policies and procedures. Skill in the use and support of personal computers, in the use of applicable programs and systems, and in troubleshooting information systems. Maintains the necessary security controls. Ability to operate information technology systems, to communicate effectively, and to train others. Makes presentations and briefings for training sessions. Prepares briefings, reports, and evaluations on system efficiency and utilization. May be responsible for accessing data from and transferring data to various local, state, or federal databases. May supervise the work of others. Networking Install, configure, and support an organization's local area network (LAN), wide area network (WAN), and Internet system or a segment of a network system. Install and maintain network hardware and software. Serves as contact for remote network locations to obtain clarification of problems and to identify solutions or corrective actions. Assists in maintaining the local area network or wide area network, cable and hub installations, and inventories. Monitor network to ensure network availability to all

	system users and perform necessary maintenance to support network availability. Assists in maintaining the network's physical and logical structures and in installing and testing hardware and software. Coordinates the development, implementation, and maintenance of a local area network or wide area network. Monitors and/or performs procedures for backup, recovery, and archival of files stored on the network. Plan, coordinate, and implement network security measures. Assists in performance tuning and capacity planning activities to enhance the performance of the network resources and in maintaining network support software. Maintains network support software, analyzes user support statistics, and recommends appropriate measures. Prepares and analyzes statistics on network utilization and availability. Communicates with vendors, users, management, and network programming staff. Conducts product evaluations of upgraded or new hardware and software—identifying strengths, weaknesses, and potential benefits to the agency—and recommends enhancements to network facilities. Experience in local or wide area network work. Knowledge of network facilities and data processing techniques; of personal computer hardware and software; of network operating system and security software; and of performance monitoring and capacity management tools. Prepares training courses and provides user support and training in the use of available hardware, software, and utilities. May supervise other network support and client server specialists.		
REQUIRED EXPERIENCE/KNOWLEDGE/SKILLS			
	4.1	**Systems Engineer 1**	1-2 years of experience in the field or in a related area. Has knowledge of commonly used concepts, practices, and procedures within a particular field. Relies on instructions and pre-established guidelines to perform the functions of the job. Primary job functions do not typically require exercising independent judgment. **PREVIOUS CONTRACT CLASS CODE/DESCRIPTION:** 3.1 Technical Analyst 1; 6.1 LAN Specialist; 7.1 Technical Specialist; 7.3 Engineer-Technical Analyst 1; 9.1 Computer Operator 1; 9.2 Computer Operator 2 **GENERIC INDUSTRY JOB TITLES:** Help Desk Support Level 1; Help Desk Windows Support; Help Desk Network Support; Technical Support Engineer/Analyst
	4.2	**Systems Engineer 2**	3-5 years of experience in the field or in a related area. Familiar with standard concepts, practices, and procedures within a particular field. Relies on limited experience and judgment to plan and accomplish goals. A certain degree of creativity and latitude is required. Works under limited supervision with considerable latitude for the use of initiative and independent judgment.

			PREVIOUS CONTRACT CLASS CODE/DESCRIPTION: 3.2 Technical Analyst 2; 7.4 Engineer-Technical Analyst 2 **GENERIC INDUSTRY JOB TITLES:** Help Desk Support Level 2, Desktop Support; Computer Technician/Analyst; Computer Operator; Network Specialist/Engineer; Technical Support Engineer/Analyst
	4.3	**Systems Engineer 3**	6-9 years of experience, relies on experience and judgment to plan and accomplish goals, independently performs a variety of complicated tasks, a wide degree of creativity and latitude is expected. **PREVIOUS CONTRACT CLASS CODE/DESCRIPTION:** 7.5 Engineer-Technical Analyst 3 **GENERIC INDUSTRY JOB TITLES:** Help Desk Support Level 3; Sr. Network Specialist; Linux/Solaris Administrator; Operational Database Administrator; Sr. Systems Administrator; Sr. Network Administrator; Systems/Network/Desktop Engineer; Help Desk Manager; Change Management Specialist
	4.4	**Systems Engineer 4**	10 or more years of experience, shares experience and judgment with team to plan and accomplish goals, leads groups in performing a variety of complicated tasks, mentors less experienced staff, a wide degree of creativity and latitude is expected. **PREVIOUS CONTRACT CLASS CODE/DESCRIPTION:** 7.6 Engineer-Technical Analyst 4; 10.1 Security Analyst **GENERIC INDUSTRY JOB TITLES:** Certified IT Professional; Certified Systems Administrator; Certified Network Engineer; Network Architect; Sr. Network Engineer; Sr. Linux/Solaris Engineer; Sr. Storage Operations Engineer; Project Manager/Technical Project Manager; Client Server Operations Supervisor; IT Capacity Planner
5. **Business Analyst**	Develops and maintains the business requirements that include functional, non-functional and technical requirements; assists in the development and maintenance of business processes, data and work flow modeling in simple and complex environments with emphasis on quality, productivity, and consistency; compares business units functions and trends with industry standard best practices, and recommends the strategies to improve the quality of business processed and services; provides overall formulation of Business Requirements documentation and ensures that the requirements are implemented according to the documentation provided by working closely with the Project Manager and Application Development Teams;		

	Defines, develops and implements QA plans and procedures; creates or assists in the development of Test Scripts, Test Cases and scenarios to ensure that the Business Requirements are correctly adhered to; creates and maintains overall test strategy and plan for the projects; identifies and tracks the defects, and assists in the development of overall test summary reports; May be required to assist in the formal testing of an application to ensure that the Business Requirements are satisfied correctly. Acts as the liaison between the business and technical teams;		
REQUIRED EXPERIENCE/KNOWLEDGE/SKILLS			
	5.1	**Business Analyst 1**	1-5 years of experience in the field or in a related area. Familiar with standard concepts, practices, and procedures related to Business Analysis. Relies on limited experience and judgment to plan and accomplish business goals. A certain degree of creativity and latitude is required. Works under limited supervision with considerable latitude for the use of initiative and independent judgment. Some familiarity with the use of standard market Testing tools. **PREVIOUS CONTRACT CLASS CODE/DESCRIPTION:** NEW **GENERIC INDUSTRY JOB TITLES:** Business Analyst
	5.2	**Business Analyst 2**	6 or more years of experience, relies on experience and judgment to plan and accomplish business goals, independently performs a variety of complicated tasks related to business requirements, a wide degree of creativity and latitude is expected. Familiarity with the use of standard market Testing tools. May be asked to assist in RFP development. **PREVIOUS CONTRACT CLASS CODE/DESCRIPTION:** NEW **GENERIC INDUSTRY JOB TITLES:** Senior Business Analyst; RFP Developer
6. Telecommunications Specialist	Plans, designs, specifies, selects, configures and coordinates installation of voice, data, and video telecommunications systems and services from small to large scale. Specifies and evaluates products and services for statewide contracts. Prepares budgetary, cost benefit and technical analysis of new or enhanced telecommunication systems and services, coordinates efforts between agencies and telecommunications product and service providers, performs related duties as required. Determines performance criteria for systems, services, and contractors and writes contract specifications and service level parameters. Monitors industry and regulatory trends and best practices. Provides consultation to users of systems and network services. Reviews estimates, plans and		

	specifications. Assesses and recommends interface specifications for existing and planned systems. Performs engineering and/or project management functions for telecommunications projects. Optimizes systems and network services for cost and operational efficiency. Develops business continuity options for telecommunications systems and services. Performs quality assurance and acceptance certification. Oversees, reviews, and evaluates performance of contractors in accordance with contractual specifications and terms. Analyzes and assures compliance with electrical and fire codes; state, federal and local regulatory and licensing requirements. Knowledge of telecommunications systems, network architecture and operational characteristics; knowledge of telecommunications regulatory and industry history and current environment, including Federal Communications Commission and Public Utility Control agency functions; knowledge of cabling infrastructure standards and technologies; knowledge of radio and wireless products and services; knowledge of current and emerging telecommunications network services; knowledge of radio communications systems; ability to analyze and evaluate solutions; ability to resolve complex telecommunications problems; ability to plan, organize and coordinate multi-agency and multi-stakeholder projects; oral and written communication skills; ability to translate business needs into telecommunications solutions; interpersonal skills. May require specific PC, workstation, operating system, application or platform skills. Prepares and presents options, recommendations and reports for business clients and upper management.		
REQUIRED EXPERIENCE/KNOWLEDGE/SKILLS			
	6.1	**Telecommunications Specialist 1**	5 years of experience in the telecommunications field. Familiar with standard concepts, practices, and procedures within the field. Relies on limited experience and judgment to plan and accomplish goals. A certain degree of creativity and latitude is required. Works under limited supervision with considerable latitude for the use of initiative and independent judgment. **PREVIOUS CONTRACT CLASS CODE/DESCRIPTION:** 7.1 Technical Specialist **GENERIC INDUSTRY JOB TITLES:**
	6.2	**Telecommunications Specialist 2**	6 or more years of experience, relies on significant experience and judgment to plan and accomplish goals, independently performs a variety of complicated tasks, utilizes previous project and analytical experience to provide a wide range of options and best practices, a wide degree of creativity and latitude is expected. **PREVIOUS CONTRACT CLASS CODE/DESCRIPTION:**

			7.2 Telecommunications Engineer **GENERIC INDUSTRY JOB TITLES:**
7. Technical Writer/Web Content Designer/Graphic Artist	Technical Writer: Writes and edits program and system documentation, user manuals, training courses and procedures; defines, documents, and maintains architecture-related processes, standard operating procedures and creation of well-crafted technical documentation; creates and maintains project style sheets for assigned documentation and Web projects; assesses the usability of existing information products and recommending enhancements to improve their usability; conducts peer reviews and editing of information products created by other team members. Web Content Designer: Develops the voice for all aspects of the organization's online presence; supports the maintenance, development, and enhancement to all customer web sites; maintains a consistent look and feel throughout all web properties; keeps the websites current with emerging web technologies through relevant blogs, listservs, and events; writes, edits, and proofreads the site content that inlcudes crafting site promotions, email newsletters, banners, surveys and online outreach campaigns; coordinate web projects across departments; develops and maintains the master content calendar for all web properties; oversee freelancers, including writers, copyeditors and community outreach organizers; archives Assure web-based information for future reference; track and report on all site metrics, works cooperatively with key team members, clients and vendors. Graphic Artist: Creates designs, concepts, and sample layouts based on knowledge of layout principles and esthetic design concepts; determines size and arrangement of illustrative material and copy, and selects style and size of type; uses computer software to generate content; marks up, pastes, and assembles final layouts to prepare layouts for printer; draws and prints charts, graphs, illustrations, and other artwork, using computer; reviews final layouts and suggests improvements as needed; confers with clients to discuss and determine layout design; develops graphics and layouts for product illustrations, company logos, and Internet websites. Keys information into computer equipment to create layouts for client or supervisor. Studies illustrations and photographs to plan presentation of materials, products, or services; prepares notes and instructions for workers who assemble and prepare final layouts for printing; develops negatives and prints to produce layout photographs, using negative and prints developing equipment and tools. Photographs layouts, using camera, to make layout prints for supervisors or clients; produces still and animated graphics for on-air and taped portions of television news broadcasts, using electronic video equipment.		
REQUIRED EXPERIENCE/KNOWLEDGE/SKILLS			
	7.1	**Technical Writer**	5 years of experience developing and maintaining technical documentation; experience with report writing and technical requirements analysis, business process modeling/mapping, methodology development, and data modeling; experience importing data for use in report

			software, spreadsheets, graphs, and flowcharts; thorough understanding of information design and development concepts considerable exposure to the operation and analysis of relational database software and standards, as well as data retrieval methodologies; Excellent technical, research, analytical, interpersonal, written, and oral communication skills. Experience and judgment to plan and accomplish goals, independently performs a variety of complicated tasks; a wide degree of creativity and latitude is necessary to meet project needs and expectations.
		Web Content Designer	5 years of experience managing content and production for high traffic websites that include creation and management, with demonstrated achievements and progressive responsibilities; experience in daily content publishing and writing for multiple audiences; proficiency in the use of content management and photo editing and popular content management software like HTML, Adobe Photoshop, Drupal, Convio, Kintera. Experience and judgment to plan and accomplish goals, independently performs a variety of complicated tasks; a wide degree of creativity and latitude is necessary to meet project needs and expectations.
		Graphic Artist	5 years of experience as a graphic designer in the areas of interactive, agency creative, graphic and Web design; fluency in current graphic design practices and web production software, such as, Adobe Photoshop, Adobe Illustrator, Adobe After Effects; Strong design style, including creative design solutions within the constraints of the Internet; Strong technical knowledge of how web-based technologies, and how they apply to web design such as HTML, Flash, CSS, and AJAX; solid understanding of and experience in corporate branding, layout, color theory and typography in both print and digital media. Experience and judgment to plan and accomplish goals, independently performs a variety of complicated tasks; a wide degree of creativity and latitude is necessary to meet project needs and expectations. **PREVIOUS CONTRACT CLASS CODE/DESCRIPTION:** 8.1 Technical Writer/Editor **GENERIC INDUSTRY JOB TITLES:** Technical Writer; Documentation Specialist; Graphic Artist; Desktop Publishing Specialist

DEPARTMENT OF INFORMATION TECHNOLOGY

Interview/Selection for IT Consultants

Agency Name	Agency Number	Project Name
Vendor Name	**Consultant's Name**	**Consultant Job Classification**
Start Date	**End Date**	**Interviewer's name (s)**
No. of Days	**Daily Rate**	**Total Cost**

No. of OT Hours/Week	Per Hour Rate	Total Hours	Total OT Cost
		Grand Total	

OPM Hiring Freeze Guideline Compliance (new project/consultant) Hiring Freeze Announced	Qualified DOIT Personnel Available DOIT Intake Process	Web/Internet Consultant Eligibility State of Connecticut Web Site Accessibility Committee
☐ **Yes** ☐ **No**	☐ **Yes** ☐ **No**	☐ Yes ☐ No
Small Business Set-Aside Program Vendor	**References Checked**	**Check Appropriate SDM Project Option**
☐ Yes ☐ No	☐ **Yes** ☐ **No**	☐ SDM STD ☐ SDM LITE ☐ SDM RAD ☐ SDM COTS ☐ SDM ENHANCE ☐ N/A

Has been determined that there are no qualified SEBAC/Re-Employment Candidates for this position (through agency's personnel)?	☐ **Yes** ☐ **No**
Has the candidate for this position been made aware of the State Code of Ethics as it applies to vendors conducting business with the State of Connecticut? http://www.ct.gov/opm/lib/opm/finance/psa/opm_ethicsform6_040609.pdf	☐ **Yes** ☐ **No**
Is the vendor selection most cost-effective If No, please explain:	☐ **Yes** ☐ **No**
Does the candidate have other contracts with the state? If Yes, Contract Award/Master Agreement #	☐ **Yes** ☐ **No**
Does the candidate have any immediate family member employed by the state? If Yes, provide employee name and agency:	☐ **Yes** ☐ **No**

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

☐ **A citizen or national of the United States _____ (Attach copy of Driver License, Birth Cert.., SS)**

☐ **A Lawful Permanent Resident (Alien # A _____) (Attach copy of Permanent Resident Green Card)**

☐ **An Alien authorized to work until _____, Alien # or Admission # _____ (Attach copy of authorization)**

_____ _____ _____

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

TEMPLATE

STATE OF CONNECTICUT

<< State Agency Name >>
<< Statement of Work for
Project Name >>
Date >>

( ) New Task ( ) Renewal ( ) Fixed Price ( ) On Site Support ( ) Remote Support

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1. REQUIRED AGENCY

<< Agency Name >>
<< Branch/Bureau/Section >>
<< Address >>

2. PROJECT/SYSTEM OVERVIEW

<< Brief description on of the project/program >>
<< System Architecture, Application Modules, Interfaces etc – As appropriate to your project >>

3. SCOPE OF WORK

<< High-level description of the need >>
<< Number of Consultants needed – Optional? >>
<< Target Class – Optional? >>

Specific Services Required
<< List of services required of this position – Be specific and concrete >>

Required Skills/Experience
<< List of required skills and experience - Be specific and concrete >>

4. ADMINISTRATIVE CONSIDERATIONS

Deliverables:
Work Schedule:
State Resources and Oversight:
Security/Privacy Considerations:
General/Miscellaneous:
Point of Contact:

<< Contact Person's Name, Title >>
<< Agency Name & Address >>
<< Contact Info >>

Universal Web Site Accessibility Policy *for State Web Sites* - Version 4.0

Policy

It is the policy of the State of Connecticut that information and services on Connecticut State Government Web Sites are/be designed to be accessible to people with disabilities. It is the responsibility of the agency and its web page developers to become familiar with the guidelines for achieving universal accessibility and to apply these principles in designing and creating any official State of Connecticut Website.

According to the latest statistics available from the Bureau of the Census, there are 9.7 million people in the United States who have difficulty seeing the words and letters in ordinary newsprint, equal to 5.0% of the total population. Another 10.9 million people, or nearly 6% of the total population, have difficulty hearing what is said in an ordinary conversation with another person. In 1995, Connecticut had an estimated 35,000 people who were legally blind, and twice that number who were visually impaired. Additionally, there are estimated to be 25,000 people who are profoundly deaf and 175,000 people who are hard of hearing in Connecticut.

The use of the guidelines below will ensure that web sites created by the State of Connecticut are developed to serve the largest possible audience. Compliance with these guidelines provides an added benefit to those users with text-based browsers, low-end processors, slow modem connections and/or no multi-media capabilities on their computer. It also allows for access to Connecticut web sites by new technologies, such as WebTV, internet phones, and personal organizers with internet connectivity.

Design Guidelines

This policy provides a set of established guidelines adopted by the the State of Connecticut and a checklist of design requirements which provides a quick reference for numerous design issues. Additional references can be found on the State of Connecticut Accessibility Web Site at http://www.cmac.state.ct.us/access/resources.html.

The ConneCT Management Advisory Committee (CMAC) has adopted the **Web Content Accessibility Guidelines 1.0 W3C Recommendation 5-May-1999** (WCAG) as the primary guideline to meet the objectives of the Universal Accessibility for State Web Sites policy. These guidelines explain how and why to make Web content accessible to people with disabilities. The guidelines are intended for all Web content developers (page authors and site designers) and for developers using authoring tools. The primary goal of these guidelines is to promote accessibility. However, following them will also make Web content more available to *all* users, whatever user agent they are using (e.g., desktop browser, voice browser, mobile phone, automobile-based personal computer, etc.) or constraints they may be operating under (e.g., noisy surroundings, under- or over-illuminated rooms, in a hands-busy environment, etc.). Following these guidelines will also help people find information on the Web more quickly. These guidelines do not discourage content developers from using images, video, etc., but rather explain how to make multimedia content more accessible to a wide audience.

To comply with this policy, agencies must be able to demonstrate two things:

1. that they have achieved WCAG Conformance Level "A" which means that all Priority 1 checkpoints are satisfied
2. that they have successfully addressed all the items in the CMAC Checklist of Design Requirements

Agency webmasters are encouraged, but not required at this time, to achieve WCAG Conformance Level "AA". The full checklist of Checkpoints for Web Content

Universal Web Site Accessibility Policy *for State Web Sites* - Version 4.0

Accessibility Guidelines 1.0 can be found at http://www.w3.org/TR/1999/WAI-WEBCONTENT-19990505/full-checklist.html

Checklist of Design Requirements (*Checklist Revised:* June, 2000)

The following checklist list has been compiled from various sources. Some of the items in this checklist are categorized as Priority 2 checkpoints in the WCAG. The purpose of this list is to provide a summary of the types of issues to consider when creating and designing accessible HTML pages. Please note that not all of the requirements are yet supported by all browsers, but the rendering of your page in current browsers will not be adversely affected by their use.

Universal Design

1. Include a document type declaration (DOCTYPE) in your web pages. This declares what version of HTML you are using in your documents, and assists the browser in rendering your pages correctly.
2. Maintain a standard page layout and navigation method throughout the web site.
3. Use headings, lists, and consistent structure.
4. Avoid the unnecessary use of icons, graphics and photographs.
5. Use plain backgrounds and simple layouts to improve the readability of text.
6. Ensure that foreground and background color combinations provide sufficient contrast when viewed by someone having color deficits or when viewed on a black and white screen.
7. Provide a text-only index or site map of your site.
8. Include textual as well as graphical navigation aids.
9. Do not abbreviate dates; for example, use December 1, 2000 rather than 12/1/00.
10. Ensure that dynamic content is accessible or provide an alternative presentation or page.
11. Until user agents allow users to freeze moving content, avoid movement in pages.
12. Test your web pages with a variety of web technologies; including ,but not limited to, graphical browsers with the images turned off, browsers with JavaScript disabled, a text based browser, using only your keyboard, and using assistive technology.
13. Avoid the use of HTML tags or extensions which are supported by only one browser.
14. Check web pages and images at different monitor resolutions, monitor sizes and color depth settings.
15. Hyperlinks to downloadable files should include a text description that includes the file size and file type.
16. You may consider the development of a text-only version of the document or site to facilitate access not only by people with visual impairments, but users of non-graphical browsers or slow Internet connections. Keep in mind, however, this option requires considerable resources and discipline to keep the two versions of the content in sync.

Text-Based Design

1. End all sentences, headers, list items, etc. with a period or other suitable punctuation.
2. Avoid using side by side presentation of text, for example, columns and tables.

3. Provide alternate versions of forms; Alternatives might include a simple list or paragraph of what is needed to submit a form entry and then provide a link to a mailto: feature or simply an appropriate e-mail address to send the text.
4. Minimize the number of hyperlinks that appear in a single line of text - one hyperlink is best; consider using vertical lists for links wherever possible.
5. Avoid/Limit the use of bitmap images of text, unless a textual alternative is also provided.
6. Consider beginning lists with a descriptive identifier and the number of items so the users will have an idea of what the list represents and the total length of the list. Using numbers instead of bullets will also help the user to remember items that interest them.
7. Provide meaningful and descriptive text for hyperlinks, don't use short hand, e.g. "click here"; instead "Follow this link to our News Page". (Screen readers can search specifically for linked text, "click here" provides no indication of where the link will take them.) If documents are provided in a specialized format (e.g. PDF (Portable Document Format) , etc.) provide the equivalent text in plain text or HTML format.

Graphics and Images

1. Keep the number of colors in your images to a minimum.
2. Minimize the file size and number of images you display on any one page.
3. Design your background image at the lowest color depth and resolution you can.
4. Ensure that text can always be clearly read at any location against the background.
5. Avoid/Limit using image maps; provide an alternate text-based method of selecting options when image maps are used, e.g., separate HTML page or menu bar.
6. Use the ALT attribute with image tags to provide associated, meaningful, text for all images, pictures and graphical bullets.
7. Consider using the "longdesc" attribute of the IMG tag to specify a link to a long description of the image. This description should supplement the short description provided using the ALT attribute. When the image has an associated image map, this attribute should provide information about the image map's contents. This is particularly important for server-side image maps.
8. If image files are used for graphical bullets in place of standard HTML, it is best to use a bullet character like an asterisk " * " or "o" in the ALT = text field of the <IMG> tag (rather than describing the bullet as: "This is a small purple square").

Audio/Visual Features

1. Provide text transcriptions of all video clips.
2. If possible include captions or text tracts with a description or sounds of the movie.
3. Provide descriptive passages about speakers and events being shown through video clips.
4. Give a written description of any critical information that is contained in audio files contained on your website.
5. If you link to an audio file, inform the user of the audio file format and file size in kilobytes.

Scripts, applets and plug-ins

1. Provide alternative content in case active features are inaccessible or unsupported.

SPECIAL TERMS AND CONDITIONS

1. 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.
2. Bidders must certify that their bid is good for the term of the contract award.
3. 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.
4. 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.
5. 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. The State reserves the right to reject any bid that does not comply with the State's contractual requirements.
6. Travel will be reimbursed only if the travel is approved in advance by the contracting agency. Travel will be reimbursed at State Managers rates.
7. TERMINATION OF CONSULTANTS
   a. Upon thirty (30) days' notice to the Supplier, by the issuance of a Purchase Order Amendment, the Contract User may reasonably amend any Purchase order and/or may terminate any Consultant noted in any Purchase order. If in the opinion of the Contract User the ongoing performance of any service provided by Supplier does not conform to the provisions of an issued purchase order, the Contract User shall give Supplier written notice of performance deficiencies. Supplier shall then have not more than a ten (10) calendar day period to correct any such deficiency. If during this period such service performance level continues to be in nonconformance with the provisions of an issued and accepted purchase order, then Supplier shall be in default of this Agreement and the Contract User at its option may thereupon, request Supplier to replace Consultant at Supplier's expense or terminate the Consultant without Contract User penalty, further obligation or financial liability.
   b. Completion of any services of any Consultant provided hereunder, or the Contract User’s failure to issue any purchase order hereunder, shall not terminate this contract, the intent of the parties being to leave this contract in effect for the specified term. Any such termination shall be effected by delivery to the Supplier of a written notice of termination. The notice of termination shall be sent by registered mail to the Supplier address furnished to the State for purposes of correspondence or by hand delivery. Upon receipt of such notice, the Supplier 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 Supplier 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 Supplier shall be entitled to reasonable compensation as determined by the Commissioner of the Department of Information Technology, however, no compensation for lost profits shall be allowed.

8. SELECTION AND PERFORMANCE CRITERIA

a. The Supplier when responding to a request to provide a Consultant to any Contract User shall be provided a Statement of Work or a resume request.

i. This Statement of Work, unless modified in writing by the Contract User, shall be the performance guide to be used by both the Supplier and Contract User.

ii. When receiving a resume request from any Contract User, the Supplier must provide a minimum of three (3), but no more than six (6), resumes from qualified consultants within three (3) business days of the notification date. When submitting resumes, the Supplier must provide Form I-9 issued by the U.S. Department of Justice Immigration and Naturalization Service documenting each consultant's eligibility to work in the United States and a notarized copy of the most recent Ethics Contractor Affidavit Statement regarding gifts. Any resource requested must be available for deployment within one (1) week from date of purchase order unless otherwise agreed to by the parties hereto.

b. The Contract User shall have the opportunity to interview and accept or reject any consultant recommended by the Supplier to provide services to that Contract User.

c. The Supplier will comply with any Contract User requirement for status reporting, management methodologies, related documentation, computer operations, standards, practices, and published security procedures.

d. The services of a consultant shall not be deemed completed until all aspects of the Statement of Work have been completed to the Contract User's satisfaction (including implementation and post audit). Such approval shall be timely and shall not be unreasonably withheld.

9. CONSULTANT DATES OF SERVICE

No consultant services shall be provided to any Contract User prior to the start date specified in the purchase order nor shall the services of a consultant continue beyond the end date specified in the purchase order unless such purchase order has been duly amended. No employee, officer, or representative of the Customer, including the Contract User, or the Supplier may circumvent the intent of this section.

10. FINANCIAL CONSIDERATIONS

a. Work Day

The work day of the Contract User is eight (8) hours unless otherwise stated in the purchase order, excluding breaks and lunch.

b. Computing Payments

The Customer shall allow billing for one-half (1/2) hour increments up to eight (8) hours in any one day. Overtime in a standard workday requires prior Contract User written approval. Revisions made in any

Statement of Work shall be made in writing by the Contract User to the Supplier. The Supplier will prepare a not to exceed estimate to incorporate the change into the project and a project impact statement to detail any project timeframes. Should such estimate be accepted by the Contract User then the change will amend the Statement of Work. Payments for such changes will be made in the same manner as stated in the original purchase order.

c. Travel Time

The Customer shall not pay the Supplier for daily travel time between the consultant's place of residence and the place of work.

d. Expenses

The Contract User shall not pay the vendor any out-of-pocket expenses incurred by a consultant for travel to the place of work. Reimbursement of travel expenses incurred at a Contract User's request must be authorized beforehand, in writing, by the Contract User. Payments shall not exceed the State's present prevailing reimbursement rates for State Managers.

e. Enhanced Training

The Contract User shall not allow a consultant to attend training courses at the expense of the Customer, unless such courses are in the best interests of the Contract User and is approved prior to entering into an agreement.

f. Personnel Movement Costs

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

g. Experience of Consultant

There shall be no upward reclassification of a consultant during the term of purchase order into a higher experience category for pay purposes. All consultants deployed on assignments involving web site development or internet-based applications must be trained through a State acceptable program that offers certification for Universal Web Site Accessibility.

11. SUPPLIER REQUIREMENTS

a. Subcontractors

Supplier may only provide consultant(s) through a subcontractor which in turn is acceptable to the Contract User. The responsibility for payment to any subcontractor hired by Supplier and agreed to by the Contract User will rest solely with Supplier. The Supplier warrants and represents that all consultants and/or subcontractors assigned to perform under this contract shall be construed as if they are full-time employees of the Supplier. The Supplier agrees to promptly provide specific supportive documentation of employment status as requested.

b. Work Eligibility

Supplier is required to obtain and keep current the Employment Eligibility Verification Form I-9 issued by the U.S. Department of Justice Immigration and Naturalization Service proving each consultant's eligibility to work in the United States. The State reserves the right to audit these documents and will require Form I-9 prior to approving any Contract User's request.

12. REPORTINGS

The Customer requires that the Supplier submit a monthly report to the Contracts and Purchasing Division which shall include all information noted on the sample Monthly Report included in this bid. Failure to submit such reports may result in the termination of this contract.

13. CONSULTANT COMMITMENT

a. Unless the Contract User terminates the consultant noted in an applicable purchase order, by issuance of an amendment or cancellation of the purchase order, as may be applicable, any consultant assignment resulting from such purchase order shall remain in force until the purchase order specified assignment end date.

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

Number of Work Days Worked by the Consultant	Calculation of Customer Credits
1 thru 15 days	Credit for total charges plus 10% of such charges to cover Customer's administrative overhead
16 thru 30 days	Credit for one half (50%) of total charges
31 thru 60 days	Credit for one quarter (25%) of total charges
61 days and thereafter	Credit for one fifth (20%) of total charges

14. PERFORMANCE FAILURE

If a consultant fails to perform as specified in the statement of work or the consultant is found by the Contract User to lack the basic skills for which she/he was selected, the consultant shall be immediately terminated and the Contract User shall be immediately entitled to a credit based upon the following table:

Number of Work Days Worked by the Consultant	Calculation of Customer Credits
1 thru 15 days	Credit for total charges plus 10% of such charges to cover Contract User's administrative overhead
16 thru 30 days	Credit for one half (50%) of total charges
31 days and thereafter	Credit for ten (10) work days of charges

15. RATES AND PAYMENTS

Supplier agrees to provide the services at rates not exceeding the rates set forth in this award schedule. Payment of undisputed charges will be made only after presentation of a properly documented invoice. All invoices shall be sent directly to the Contract User. All inquiries regarding the status of unpaid invoices shall also be directed to the Contract User. In cases where there is a good faith dispute concerning the

Supplier's claim for payment, the Contract User shall contact the Supplier prior to payment due date and payment of charges in dispute may be withheld in whole or in part. If the Supplier corrects the defect or impropriety within five (5) business days of being so contacted, Supplier shall be entitled to payment. Otherwise, the parties shall resolve the dispute in accordance with the applicable dispute resolution process.

All charges against the Supplier, including credits, shall be deducted from current obligations that are due or may become due. In the event that collection is not made in this manner, the Supplier shall pay the State, on demand, the amount of such charges. The Supplier agrees that the sole and exclusive means for the presentation of any claim against the State arising from this contract shall be in accordance with Chapter 53 of the Connecticut General Statutes (Claims against the State) and the Supplier further agrees not to initiate legal proceedings in any State or Federal Court in addition to, or in lieu of, said Chapter 53 proceedings.

16. WEB PAGE, NEWS RELEASES, COMMERCIAL ADVERTISING

The Supplier must develop and maintain customized web pages exclusively for the use of the Customer and Contract Users. These web pages shall include the Contract Award, Schedule information (including position descriptions and pricing), procedures and policies, contact information, escalation information and any other information deemed necessary by the Customer. All information on web page must be approved in writing by Customer prior to posting. Supplier news releases and commercial advertising which pertain to this contract shall neither be made nor authorized by the Supplier without prior written approval of Customer.

17. CONFIDENTIALITY

a. The Contract User may disclose to the Supplier confidential information relating to past, present and/or future operations relative to the Contract User.

b. All data and/or other information, in whatever form, delivered by the Contract User or otherwise obtained from the Contract User by the Supplier pursuant to this contract shall be deemed confidential to the Customer.

c. The Supplier shall provide care and safeguards for the Contract User's information and instruct its personnel to keep such information confidential. The Supplier shall have no obligation to safeguard such material if the material is publicly available, already in public possession or publicly known, rightfully obtained by the Supplier from third parties, or disclosed by the Supplier as required of the Supplier pursuant to the laws of public disclosure.

18. OWNERSHIP AND PROPRIETARY RIGHTS

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

19. SEPARABILITY

In the event any provision of this contract is decided by a proper authority to be invalid, the remaining provisions of this contract shall be unimpaired and the invalid provision shall be replaced by a provision which, being valid comes closest to the intention underlying the invalid provision.

20. HEADINGS
The headings given to sections of this contract are intended to be used for reference only, and shall not affect the construction or interpretation of this contract.

21. GENERAL
a. This contract does not authorize either party to act as the agent or legal representative of the other for any purpose whatsoever. Neither party is granted any express or implied right, obligation or responsibility to bind the other party in any manner.
b. The failure of either party at any time to require performance by the other party of any provision hereof shall not affect in any way the full right to require such performance at any time thereafter. The waiver by either party of a breach of any provision herein shall not be taken or held by the other party to be a waiver of the provision itself unless such a waiver is expressed in writing by the affected party and signed by an authorized individual of the affected party.
c. This contract may not be assigned by Customer without Supplier's prior written consent. This contract may not be assigned by Supplier without Customer's prior written consent and Supplier's compliance with the requirements of the State's Comptroller's Office concerning such assignments. Any such written consent shall not be unreasonably withheld.

22. COMMUNICATIONS
The address for the submission of invoices shall be provided in purchase orders.
Unless notified otherwise by the other party in writing:
a) Correspondence and notices between the parties to this contract as to general business matters, reporting requirements, or the terms and conditions herein should be directed to:

Customer – Department of Information Technology
Contracts & Purchasing Division
101 East River Drive,
East Hartford, CT 06108-3274
Supplier – As stated on page one of this contract

Notices sent by United States mail with postage prepaid shall become effective when mailed.
b) All technical, coordination, or day-to-day administrative matters pertaining to this contract should be directed to:

Contract user – As specified in the applicable purchase order
Supplier – As stated on page one of this contract

TERMS & CONDITIONS
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AWARD NUMBER
09ITZ0047
Purchasing Contact:
E-mail Address:
Fax: (860) 610-0857

STANDARD BID/CONTRACT TERMS AND CONDITIONS

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: A**ny office, department, board, council, commission, institution or other agency of the State.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

2. Bid Submission Process. Bidders must submit Bids on and in accordance with DOIT forms. DOIT will not accept Telephone or facsimile Bids under any circumstances. The Invitation to Bid sets forth the time and date that DOIT will open Bids. DOIT will not consider Bids arriving after the specified time and date. Bidders must submit Bids in a sealed package to DOIT at such address as the Invitation to Bid specifies. The outside of sealed Bid package

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Fax: (860) 610-0857

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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;

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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.

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(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.

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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;

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(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.

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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.

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STANDARD BID/CONTRACT TERMS AND CONDITIONS

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

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STANDARD BID/CONTRACT TERMS AND CONDITIONS

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.

61. 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.

62. 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.

63. 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.

64. 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.

65. 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.

66. 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.

67. 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.

68. Continuity of Systems. (a) The Contractor acknowledges that the state agency information system and telecommunication system facilities and equipment (the "Systems") and associated services are important to the function of State government and that they must continue without interruption. 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 the Systems 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 prior written approval of such subcontract by DOIT, as required by Conn. Gen. Stat. §4d-32. The Contractor shall include in such subcontract a provision containing all of the substantive terms and conditions of this section, such that the subcontractor will be obligated to DOIT in the same way as the Contractor is obligated to DOIT under this section. 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.
(b) The parties shall follow the following procedures in order to ensure the orderly transfer to the State of:
(1) such facilities and equipment-- Unless a shorter period is necessary or appropriate to ensure compliance with subsection (a) above, in which case that shorter period shall apply, the Contractor shall deliver to the State, F.O.B. East Hartford, Connecticut or other State location which DOIT identifies, all Systems related to or arising out of the Contract, subcontract or amendment, no later than 10 days from the date that the work under the Contract is transferred back to the State or to another contractor for any reason. The Contractor shall deliver the Systems to the State, during the State's business hours, in good working order and in appropriately protective packaging to ensure delivery without damage. Concurrent with this delivery, the Contractor shall also deliver all Systems-related operation manuals and other documentation in whatever form they exist and a list of all Systems passwords and security codes;
(2) all software, including all applicable licenses, purchased, created or modified pursuant to the Contract, subcontract or amendment-- Unless a shorter period is necessary or appropriate to ensure compliance with subsection (a) above, in which case that shorter period shall apply, the Contractor shall deliver to the State, F.O.B. East Hartford, Connecticut or other State location which DOIT identifies, all software, including all applicable licenses, purchased, created or modified pursuant to the Contract, subcontract or amendment no later than 10 days from the date that the work under the Contract is transferred back to the State or to another contractor for any reason. The Contractor shall deliver to the State, during the State's business hours, the software, including its source code, if applicable, in good working order, readily capable of being maintained and modified, and housed in appropriately protective packaging or hardware to ensure delivery without damage. Concurrent with this delivery, the Contractor shall also deliver all related operation manuals and other documentation in whatever form they exist and a list of all applicable passwords and security codes; 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-- Unless a shorter period is necessary or appropriate to ensure compliance with subsection (a) above, in which case that shorter period shall apply, the Contractor shall deliver to the State, F.O.B. East Hartford, Connecticut or other State location which DOIT identifies, all Records and Public Records created or modified pursuant to the Contract, subcontract or amendment no later than the latter of (1) the time specified in the section in this Contract concerning Termination for the return of Records and (2) 10 days from the date that the work under the Contract is transferred back to the State or to another contractor for any reason. The Contractor shall deliver to the State those Records and Public Records that exist in electronic, magnetic or other intangible form in a non-proprietary format, such as, but not limited to, ASCII or .TXT. The Contractor shall deliver to the State, during the State's business hours, those Records and Public Records and a list of all applicable passwords and security codes, all in appropriately protective packaging to ensure delivery without damage.
(c) 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.

69. Campaign Contribution and Solicitation Ban . With regard to a State contract as defined in P.A. 07-1 having a value in a calendar year of $50,000 or more or a combination or series of such agreements or contracts having a value of $100,000 or more, the authorized signatory to this submission in response to the State's solicitation expressly acknowledges receipt of the State Elections Enforcement Commission's notice advising prospective state contractors of state campaign contribution and solicitation prohibitions, and will inform its principals of the contents of the notice. See attached SEEC Form 11.

70. 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.

71. <u>Nondiscrimination Certification Requirement</u>

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.

72. <u>Encryption of Confidential Data</u>

All contracted vendors shall encrypt any and all State stored data that is now, or hereafter, classified as confidential or restricted by the State. This encryption shall, without additional cost to the State, apply to all such data stored on non State owned and/or managed devices. The method used to encrypt data shall be compliant with then current State of Connecticut Architecture and Standards.