

BID ADDENDUM
SP-18 Rev. 01/02

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STATE OF CONNECTICUT
DEPARTMENT OF INFORMATION TECHNOLOGY
CONTRACTS & PURCHASING DIVISION
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Bid Number
07ITZ0083
Bid Opening Date
REVISED: Friday, August 10, 2007

BID ADDENDUM #2

COMMODITY CLASS/SUB-CLASS AND DESCRIPTION:
5022-750, Computer Software Development

FOR:
Rehabilitation Case Management Information System Development

Addendum # 2 Changes/Updates the following:

Extends Bid Opening Date to Friday, August 10, 2007 @ 2:00 p.m.
Changes Agency Specifications (pages 9, 11, 12, and 13). Changes appear in bold.
Adds Guidelines document and Diagram.

This Addendum should be *signed & returned* with your bid as acknowledgment of its receipt.

Company Name

Authorized Signature of Bidder

Date

NOTE:

- Bidder's signature above is acknowledging receipt of this bid addendum.
- This page should be ***signed & returned with your bid***. In the event that it is not, vendors are hereby notified that you will be held to the obligation of whatever change/modification is set forth in the Addendum.

APPROVED _____

Date Issued: 07/30/07

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

State of Connecticut
Board of Education and Services for the Blind
Rehabilitation Case Management Information System
Agency Specifications

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State of Connecticut
Board of Education and Services for the Blind
Rehabilitation Case Management Information System
Agency Specifications

I. BACKGROUND:

The Board of Education and Services for the Blind (BESB) is a human service agency that provides Educational, Independent Living and Vocational Rehabilitation Services within the state to adults who are legally blind and children who are legally blind or visually impaired. Presently, BESB operates two separate case management systems; one system maintains the Blindness Registry for Connecticut and encompasses Disability Determination, Deaf/Blind, Independent Living, Independent Living Older Blind Grant, Randolph-Sheppard and Transition School to Work Educational programs that BESB operates. The second case management system contains the records for the Public Vocational Rehabilitation Program that BESB administers. These systems are not currently integrated and do not allow for information sharing, requiring duplication of documentation within the blindness registry for vocational rehabilitation program participants.

I. A. Overview of BESB Programs:

Adult Services Division: Under section 10-305 of the Connecticut General Statutes the Adult Services Division maintains the registry for all individuals certified to be legally blind, and for children who are visually impaired. In addition, programs administered under Title VII, chapter 1, part B and Title VII, chapter 2 of the Rehabilitation Act of 1973 as amended are also administered within the Adult Services Division. In order to qualify for available services, an eye report is required which documents the legal blindness or visual impairment. Once the individual is registered, an Adult Services social worker conducts an intake for that individual. During this process, the social worker provides information regarding available benefits and arranges for initiation of appropriate services within this agency. The social worker may refer the eligible individual for services through the programs administered under Title VII, chapter 1, part B or Title VII, chapter 2 of the Rehabilitation Act as amended or through programs administered by the Children's Services or Vocational Rehabilitation Divisions as appropriate. The social worker may also refer the individual for outside services needed to assist in gathering necessary support from the community.

The Blindness Registry for BESB contains the records of approximately 10,500 active adults and 1200 active children and registers approximately 1300 new adults and 200 new children per year. The Registry also contains historical

records for approximately 20,000 individuals (adults and children) who were removed from the Registry and identifies the reason for their removal.

Deaf-Blind Grant Program for Adults: Within the Adult Services Division, the BESB Deaf-Blind Grant Program (established in 1982) focuses on individuals 21 years old and older with dual sensory losses and those that were affected by the Rubella epidemic of the 60's and 70's. Services include community inclusion activities, speech and hearing therapy, recreation, work activity, physical therapy, occupational therapy, and other services deemed appropriate for the individual. This program provides funding for services to 30 – 50 individuals annually.

Independent Living Services for Older Adults: BESB receives federal funding authorized under Title VII, Chapter 2 of the Rehabilitation Act to improve the independent living skills of older adults (55+) who are totally or legally blind and to prevent unnecessary nursing home placement. Seventy to seventy-five percent of people receiving services from BESB are over the age of 55, primarily due to age-related eye diseases including macular degeneration (ARMD), diabetic retinopathy, cataracts, and glaucoma. This program is also housed in the Adult Services Division of BESB.

Independent Living Services: BESB receives federal funding authorized under Title VII, Chapter 1, Part B of the Rehabilitation Act to improve the independent living skills of adults, regardless of age who are totally or legally blind and to prevent unnecessary nursing home placement. This program is also housed in the Adult Services Division of BESB.

Approximately 2,800 individuals are served annually through the provision of Rehabilitation Teaching, Orientation and Mobility Training, Referral for Low Vision Services and through the provision of certificates of legal blindness.

Business Enterprise Program Division: The Vending Facility Program authorized by the *Randolph-Sheppard Act* provides persons who are blind with remunerative employment and self-support through the operation of vending facilities on federal and other property. The program, enacted into law in 1936, was intended to enhance employment opportunities for trained, licensed blind persons to operate facilities. Under the Statutory Authority of Section 10-303 of the Connecticut General Statutes, the Business Enterprise Program is responsible for the development of high quality business ventures for participants who desire to become entrepreneurs. Under permits with host agencies, entrepreneurs operate businesses that range from gift shops to full-scale cafeterias. The entrepreneurs derive the full profits from their operations.

Currently there are 47 vending sites operating in Connecticut and the program goals strive for a minimum of 10% growth per year.

Children's Services Division: Teachers and consultants of the program provide specialized instruction in Braille literacy, access to adaptive technologies, and independent living and social skills training, with a goal of maximizing independence and inclusion in educational options to children who are legally blind, deaf-blind, or visually impaired from birth through high school graduation or age 21. A full-scope lending library of adapted textbooks and equipment is available to ensure equal educational opportunity for students with significant visual loss. Program staff provides specialized training and consultation to teachers, parents, paraprofessionals, and local district staff that results in greater access to educational experiences for students. The Division provides funding to school districts as well as direct purchasing of equipment and materials for students to participate in educational programs and activities. The Children's Services Division serves approximately 1200 school-age children and 100 children in the birth-to-three program annually.

Vocational Rehabilitation Division: The Vocational Rehabilitation Division under the authority of the Rehabilitation Act of 1974 as amended offers and coordinates services with community rehabilitation providers for people who are legally blind that result in employment success. Consumers are active participants in the development of career goals and the identification of services and providers. This results in obtaining the skills and accommodations necessary to achieve vocational independence. The provision of appropriate adaptive technology and specialized skills training enables people who are blind to have the capability and qualifications to obtain and retain careers. The goal of the Vocational Rehabilitation Division is to assist people who are legally blind to obtain or maintain independence through careers that match their skills, interests, and abilities. This program serves approximately 1100 individuals annually.

I. B. BESB Business Process

BESB business process involves the following activities:

- Maintaining the State of Connecticut's Blindness Registry
- Tracking client demographic information
- Developing plans for client rehabilitation in vocational, educational and independent living settings
- Case management services (case referral, application status, eligibility determination, program plan development, program plan implementation, service plan completion, and post-program follow up services)
- Generating service authorizations as part of program service plans
- Generating automated forms and communications to clients
- Statistical reporting for State and Federal purposes
- Providing extensive reporting for client support and client tracking
- Communicating with private sector service providers and vendors
- Compiling statistical data, and Ad Hoc reports on requests

- Completing and tracking internal service referrals
- Quarterly reporting to the Department of Motor Vehicle on newly registered clients
- Tracking students served by school year and school district (LEA) to include student name, teacher name, and reading modality
- Compiling and tracking program data on vending facilities by client and location

II. SCOPE:

The Board of Education and Services for the Blind (BESB) is issuing this Invitation to Bid to procure a commercial web-based Rehabilitation Case Management Information System to replace the two existing software systems and to integrate agency program documentation into one multi-faceted integrated rehabilitation case management system.

III. MANDATORY REQUIREMENTS:

All bidders shall detail the features of the case management software and respond to each required section of this Invitation to Bid by detailing the activities and functions that will successfully meet these bid requirements.

Bidder must compose an original response for each of the following numbered requirements (1 through 21) and must not refer the State to pre-printed brochures, manuals, web sites, or other references. The evaluation committee will not attempt to derive the intended response from reference materials. Any information requested must be provided as part of the Invitation to Bid response. Response evaluation will be based on the respondent's original answers.

Failure to comply with this requirement may result in disqualification.

Bidders must clearly indicate their willingness to comply with each section. Respondents that do not clearly indicate willingness to comply or do not reply to each section may be disqualified.

The case management system must have the following requirements/capabilities in order to be considered for this bid.

1. The system must be a commercial web-based Rehabilitation Case Management Information system that can be customized to meet BESB's requirements for the client service programs;

RESPONSE:

2. The system shall support minimum 150-user environment with ability to expand to meet future needs and shall be compatible with BESB's network and hardware specifications as outlined in section V of this document;

RESPONSE:

3. The system must be customizable to meet the needs of BESB by addressing the processes, forms, and reporting requirements of the Federal Programs authorized under the Rehabilitation Act as amended, the Randolph-Sheppard Act, and other BESB programs as specified in Chapter 174 of the Connecticut General Statutes;

RESPONSE:

4. The system shall interface successfully and be completely accessible through the use of voice output or magnification software (including but not limited to Jaws for Windows, Zoomtext and Dragon Dictate Naturally Speaking) for those users who are blind;

RESPONSE:

5. The system must be accessible to all agency staff through the use of remote access via Internet or other stand-alone connection.

RESPONSE:

6. The system must satisfy mandatory Federal reporting requirements for federal programs as authorized in the Rehabilitation Act, as amended, and the Randolph-Sheppard Act as specified by the U.S. Department of Education, Office of Special Education and Rehabilitation Services Administration (RSA), (refer to document <http://www.ed.gov/about/offices/list/osers/rsa/about.html>), including those required beginning in FFY 2006; including the ability to generate and audit required reports;

RESPONSE:

7. The system must facilitate caseload management for social workers, rehabilitation counselors, mobility instructors, rehabilitation teachers, field representatives and education professionals throughout the agency;

RESPONSE:

8. The system must allow for clients of the agency to be active and tracked within more than one program (i.e.: an individual may be served by Children's Services and Vocational Rehabilitation at the same time).

RESPONSE:

9. The system must allow for various security levels of access that include view restrictions to protect access to designated records, permit view only access to specified users, permit specified users to update records, permit specified users to approve case activities, and provide for selected users to have administrative rights.

RESPONSE:

10. The system must contain all necessary case status change requirements consistent with RSA guidelines. This includes any necessary edit checks to ensure accurate case record processing.

RESPONSE:

11. The system shall generate and store all required forms including but not limited to Independent Living and Vocational Rehabilitation eligibility certificates, Independent Living Plans or Waivers, Certificates of Legal Blindness, Individualized Employment Plans, Individualized Education Plans and their amendments.

RESPONSE:

12. The system must produce Management reports on caseload information, at all levels of the agency, contained in an easy to use interface;

RESPONSE:

13. The system must ensure the selection of the level of reporting will be at the control of the request originator and based on security clearance to that information, guided by the principles of "Job function / Role" access;

RESPONSE:

14. The system must allow for Ad Hoc report generation in addition to available standard reports;

RESPONSE:

15. Produce ad hoc reports on any statistical data elements contained in the “RSA-911” including those required beginning FFY 2007 (refer to “PD 06- 01” at <http://www.ed.gov/policy/speced/guid/rsa/pd-2006.html>)

RESPONSE:

16. The system must generate monthly and annual report on program performance related to National Standards and Indicators directly from the data collected by staff, including any required beginning in FFY 2007. (Refer to <http://www.ed.gov/rschstat/eval/rehab/standards.html>)

RESPONSE:

17. The system must allow for data acquisition, reporting, and reimbursement tracking unique to SSI/SSDI recipients for SSA reimbursement;

RESPONSE:

18. The system must provide for security of data in accordance with State and Federal statutes and regulations including but not limited to the requirements of the Health Insurance Portability and Accountability Act of 1996, as amended (“HIPAA”); and

RESPONSE:

19. The vendor must provide total maintenance and support for the case management system including upgrades and enhancements to reporting functions as required by the Rehabilitation Services Administration.

RESPONSE:

20. The vendor must provide for initial training on site at the agency for all users, and follow up training as required for groups of new users at least once per fiscal year. Such trainings shall be comprehensive and shall include training techniques for system users who are blind to successfully learn the system features and functions.

RESPONSE:

21. The vendor shall be responsible for the successful transfer of all data from the agency case management systems into their case management system. Such transfer shall be done in a manner that ensures the safekeeping of back up data and restoration capabilities.

RESPONSE:

IV. OPTIONAL FEATURES (Items 4-6 on Bid Schedule)

BESB has identified the following optional features or their equivalent that if available, would add value to the offering. If available, the bidder must state that Web-based Rehabilitation Case Management system includes the option to:

1. Maintain an employer database that can be used to document outreach activities of vocational staff with the ability to measure outreach activities and hours within specified time periods (i.e.: monthly, quarterly or yearly).

RESPONSE:

2. Ability to store linkages to websites that can be utilized and accessed through the system in the course of rehabilitation or educational services with the capability of adding links at the level of system administrator (i.e.: Infoline.com or rarediseases.com).

RESPONSE:

3. A tickler system, which shall provide the ability to be reminded to do a specific task or to perform an activity. Items in this category include, but are not limited to:

- Clients in employment status eligible to be closed.
- Action alert list on Client Services Status Codes.
- Closed Client review.
- Client note entries.

Ideally, the tickler system would allow for customization by the user to define their own reminders. Of particular note, BESB management may demand a tickler report on counselor activity due at any time and could direct it into the counselor's in-basket, and/or print out any or all of the items as a "To-do" list.

RESPONSE:

V. NETWORK REQUIREMENTS

Configurations provided are indicative of standard minimum basic requirements specified by the State's Department of Information Technology. **The proposed solution architecture must comply with State of Connecticut's n-tier format design for presentation, web server, application server, and database platforms. The proposed solution must also conform to change management protocol for a staging/testing environment totally segregated from a production environment. Please see attached diagrams.**

NOTE: Current Inventory (this list is NOT equipment to be purchased, but equipment currently on hand)

1. Servers Configuration:

- a. Web Server: DELL Power Edge 2650 (Preferred), or HP equivalent
 - i. Pentium 4 Xeon 2.8 GHz Processor
 - ii. 512 mb L2 cache
 - iii. 2 gb memory
 - iv. 36 gb "raid 5" disk sub system
 - v. Dual power supply and cooling fans
- b. Application / DB Server (active): DELL Power Edge 2650 (Preferred), or HP equivalent
 - i. Dual Pentium 4 Xeon 3.0 GHz Processors
 - ii. 512 mb L2 cache
 - iii. 4 gb memory
 - iv. 72 gb "raid 5" disk sub system
 - v. Dual power supply and cooling fans
- c. Application / DB Server (reporting and warm backup): DELL Power Edge 2650 (Preferred), or HP equivalent
 - i. Dual Pentium 4 Xeon 3.0 GHz Processors
 - ii. 512 mb L2 cache
 - iii. 4 gb memory
 - iv. 72 gb "raid 5" disk sub system
 - v. Dual power supply and cooling fans

2. Desktop Configuration - Inventory: approx. 150:

- a. DELL GX520 or HP Compaq 5100 or similar
 - i. CASE:
 1. Small Form Factor Model
 2. For vertical or horizontal orientation
 - ii. PROCESSOR:
 1. Intel® Pentium® 4 Processor 521 (2.8GHz) with
 2. Hyper-Threading; 800 MHz FSB; Intel 915 chip set
 - iii. DIMM SOCKETS:
 1. Two (2) sockets
 - iv. MEMORY:
 1. 1 GB; (2) 512MB DIMM's PC3200, 533MHz modules
 2. DDR2, one in each bank for dual channel operation
 - v. CONTROLLER CARD:
 1. Integrated SATA II Controller

- vi. HARD DRIVE:
 - 1. 37GB, Serial ATA 7200 RPM; SMART II or SMART III drive
 - 2. Formatting of hard drive; configured as (1) partition
 - vii. MONITOR:
 - 1. 17" LCD, Supports 1280x1024 @ 72Hz; analog/digital display;
 - Compliance: Energy Star, MPR-II, VESA DPMS, .264MM horizontal pitch
 - viii. OPTICAL DRIVE:
 - 1. 24x DVD-ROM/24x CD-ROM; DVD to read both +/-formats
 - ix. FLOPPY DRIVE:
 - 1. 3.5" 1.44MB diskette drive
 - x. DRIVE BAYS:
 - 1. Internal;
 - 2. 3.5 front/external;
 - 3. 5.25 front/external
 - xi. EXPANSION SLOTS:
 - 1. Low Profile PCI slot
 - xii. USB 2.0 PORTS:
 - 1. (8) USB ports; (2) front and (4) back
 - xiii. EXTERNAL PORTS:
 - 1. Min. (1) Serial; (1) Parallel; (1) RJ-45 LAN; (1) VGA
 - 2. Audio In/Out (1) Microphone
 - xiv. NETWORK ADAPTER:
 - 1. Integrated 10/100/1000 Base T Ethernet, Broadcom
 - xv. KEYBOARD:
 - 1. 104+ keyboard (USB or PS2)
 - xvi. VIDEO:
 - 1. Integrated Intel® Graphics Media Accelerator 900 / 128MB Shared Memory
 - xvii. SOUND SYSTEM:
 - 1. Integrated AC '97 audio with internal speaker, Sound Blaster compatible
 - xviii. SOFTWARE:
 - 1. Microsoft WIN XP/2000 Professional; SP2; all drivers for included/installed hardware; restore CD; NTFS
 - xix. DESKTOP MANAGEMENT:
 - 1. Standards Compliance: WfM 2.0; DMI 2.0; Wake on LAN;
 - 2. OEM supplied management agent and drivers to support above standards
 - xx. MOUSE:
 - 1. Optical 2-button USB mouse with scroll wheel with mouse pad
 - xxi. MANUFACTURER'S LIMITED WARRANTY:
 - 1. Four (4) years parts & labor with four (4) years next business day response onsite; authorized service is the responsibility of the OEM
3. Laptop (Mobile) Configuration - Inventory: approx.100
- a. DELL Latitude D800 or similar
 - i. Intel Second generation Centrino Technology Pentium M 1.6 GHz with Intel Pentium;
 - ii. M760, 15.4 inch WSXGA diagonal; min of 1680 x 1050 resolution; nominal 16:9;
 - iii. 14.2 inches: 6.8lbs weight with A/C Adapter, battery, and optical drive;
 - iv. 1 GB; (2) 512MB RAM 400 MHz (DDR or DDR2), one in each bank;

- v. 20 GB hard drive with 7200 RPM, NTFS formatting of hard drive;
- vi. 8x DVD ROM drive installed in bay that allows "swapping" for other drives;
- vii. Audio – Line In/Out (1/8" Mini); V.90 or V.92 modem (built-in) – with RJ-11 Modular (Phone/Telco) Port; Video Port – 15 pin High Density D-shell (VGA) Type II Card/Bus (32 bit)/Type II PC Card (16 bit);
- viii. (4) USB ports, Universal Serial Bus 2.0;
- ix. Integrated 10/100/1000 Base T Ethernet with RJ-45 Twisted Pair Port;
- x. Keyboard with normal spacing separate cursor controls; Dual pointing device i.e. "Touchpad" plus embedded in keyboard (e.g. Touch Stick, Track Stick, EZ Point UltraNav, etc.);
- xi. 64 MB of dedicated memory integrated graphics. VGA out must support minimum 1680 x 1050 as appropriate ATI Radeon with 1680 x 1050 resolution;
- xii. Integrated stereo sound capability with built in speakers;
- xiii. 9 cell 80 hour- watt battery capacity;
- xiv. Microsoft Windows XP Professional; SP2 with CD media;
- xv. All drivers and utilities for included/installed hardware;
- xvi. system restore CD-ROM;
- xvii. Wake on LAN (turned on as default);
- xviii. OEM supplied management agent and drivers;
- xix. IEEE 802.11g WiFi (b/g or a/b/g acceptable); WiFi certified for WPA2 including AES, and 802.1x authentication types EAP-TLS, EAP- TTLS, PEAP-GTC, PEAP-MSCHAPv2, LEAP, EAP-FAST;
- xx. TPM – integrated chip(s) or module; with appropriate utility software system BIOS must support: Hard disk drive password, Power-on password, Supervisor password; blocking of Bluetooth, wireless, USB port. Kensington® compatible security slot or loop;
- xxi. Three (3) Years of parts and labor with three (3) year of next business day response; On-Site; Authorized service is the responsibility of the OEM;
- xxii. Additional one (1) year extended service for parts & labor with one (1) year extended next business day response On-site; Authorized service is the responsibility of the OEM;
- xxiii. User guides and operating manuals on CD-ROM for base system and all included/installed hardware;
- xxiv. Additional (spare) battery (to match one normally supplied, or larger capacity);
- xxv. Floppy disk drive USB 2.0 external;
- xxvi. Fingerprint reader (can be integrated, USB key or SmartCard); and
- xxvii. USB or PS/2 mouse, 2 button with scroll wheel Dell Optical

VI. INSTALLATION AND TESTING REQUIREMENTS

The Vendor shall develop and provide a detailed implementation and conversion schedule, data migration strategy, training, and any other activities required to assist BESB in the smooth transition from its current system into the new system.

The system selected through this Bid must comply with the types of platforms, or their equivalents identified in groups below. **The proposed solution architecture must comply with State of Connecticut's n-tier format design for presentation, web server, application server and database platorms. In addition the proposed solution must comply with the State of Connecticut's Development Guidelines for Web Based Applications Date:**

September 27, 2006 Version 3. Please see the attached diagrams and document (Attachment A).

PLATFORMS

The new web-based system may include, within the specified platforms, the option to:

1. Browser
 - Display data pages
 - Perform validation
 - Package information
2. Web Server
 - **Service requests for pages from browser**
 - **Forms submittal**
 - **Report Presentation**
3. Application Server
 - Dynamically create HTML-based data pages
 - Implements business rules
 - **Implements data access layer**
4. Database Server:
 - House and organize data
 - Retrieve, insert, update and delete data

SOFTWARE

The selected system must comply with the following software:

1. Browser must comply with the following:
 - Internet Explorer 6.X (or greater)
 - Windows XP SP2 (or greater)
 - Jaws for Windows and/or Window Eyes
2. The Database Server must comply with:
 - SQL Server 7 (or greater)

DEVELOPMENT TOOLS

The Integrated Development Environment must comply with the following:

1. Visual Studio
2. Visual Studio.Net

CONNECTIVITY

Connectivity between platforms must provide for the following:

1. Browser
 - HTTP and SSL Protocol

- Requests
- Pages ready for display

2. Application Server

- **Uses SQL as language to describe requests**
- **Returns data in record or table format**

VII. MAINTENANCE AND SUPPORT REQUIREMENTS (Items 3 & 7 on Bid Schedule)

The successful bidder must provide total maintenance and support for the case management system for five (5) years with renewable options for continued support.

Maintenance of the Rehabilitation Case Management Information system is defined by BESB to include any programming, technical support, and/or database support that is required to maintain all Federal rules, regulations and laws as defined by the Rehabilitation Act of 1973, as amended, as well as any provisions of Chapter 174 of the Connecticut General Statutes that impact upon the performance of the Rehabilitation Case Management Information system. The vendor is required to enhance the system to perform according to these Federal and State requirements.

The scope of work for maintaining the client management application software will include, at a minimum, the following requirements:

- Maintain integrity of user data tables and database files
- Fix and/or repair any data discrepancies caused directly or indirectly by any other functionality within the client management application software
- Any functionality damaged while contractor is performing any other services for BESB, including any enhancements, data fixes, programming repairs, etc.
- Development and customization of up to 50 additional forms or form letters per year for each year of the contract.
- Development and customization of up to 50 query by example reports for system users per year for each year of the contract.

VIII. SECURITY REQUIREMENTS OF THE WEB-BASED REHABILITATION CASE MANAGEMENT SYSTEM

The system that will be procured through this BID must meet the following Security Requirements. The web-based Rehabilitation Case Management system must:

- a. Permit system access through "Active Directory" and require the use of an individual's "Login ID" and "Password".

b. Allow the agency to define the minimum number of required characters in a password, how often a user must change their password, the number of times a password can be reused and the number of times a user can attempt to login before the system locks them out.

c. Maintain confidentiality, integrity and availability of data or systems security as defined by HIPAA.

d. The system shall incorporate a Role Based Access Control Mechanism that supports administration of user access based on job function profile.

e. The system must provide the ability to maintain compliance with Federal regulations on an ongoing basis. These upgrades will be completed by the vendor through the Maintenance Agreement.

f. The system must capture the client's SSN for tracking and monitoring of transactions and client record for informational purposes. The system may allow the use of a unique alphanumeric case identifier number other than SSN

g. All edits, as defined by Federal regulations, must be implemented within the system. These edits shall function as a client is in process as well as at client closure. The status change screen must require a status change date. The system shall edit all dates input into the system. Date format shall conform to Federal regulations.

h. Closed records must be accessible by supervisory staff and IT staff for statistical use. The system must maintain, as accessible data, all open clients plus a minimum defined by BESB for history of closed Clients.

i. The system must be capable of checking for and preventing duplicates on any key field such as:

- SSN
- Client Number

If duplicates are found, the system shall reject the activity connected to the duplicate number and provide the user with an error message.

IX. TRAINING REQUIREMENTS (Item 2 on Bid Schedule)

The successful bidder will provide:

1. Full user on-site training of BESB staff (approx. 140) including specialized training for staff who use speech output programs to access the case management system;
2. Training will be specialized as to program module (VR module training for VR staff, ILOB module training for Adult Services staff, Transition module

- training for Children's Services staff and BEP module training for BEP staff)
3. Training to Supervisory, Managerial (approx. 10) and system administrative staff (approx. 4) in the reporting features of the case management system; and
 4. A system user-manual for all trainees in large print (16 point Arial Bold) and electronic format.

X. VENDOR QUALIFICATIONS

The successful bidder must be able to demonstrate knowledge of human service delivery systems and have successfully installed a case management system within a Public Vocational Rehabilitation Program by supplying references from two other Public Vocational Rehabilitation agencies that are authorized by the Rehabilitation Services Administration to administer a State Plan for Vocational Rehabilitation Services. NOTE: The State is requesting a total of three (3) references. Bidder may use two (2) of the same references as those requested on SP-14, Bidders Statement of Qualifications.

XI. TIMELINE FOR DELIVERABLES

The successful bidder must be able to deliver the case management system software by September 30, 2007 with a testing time period and final and full installation by December 30, 2007.

XII. STRUCTURE OF BID RESPONSE

All bidders shall detail the features of the case management software and respond to each required section of this Invitation to Bid by detailing the activities and functions that will successfully meet these bid requirements.

Attachment A
ITB 07ITZ0083 – RCMIS

Development Guidelines for Web Based Applications

Date: Sept 27, 2006 Version 3

Purpose

These Web Development Guidelines are intended to inform prospective bidders of the State's IT architecture, including various standards and guidelines that support our web-based computing environments – intranet, extranet, and Internet.

Background

The State has built, and is committed to maintaining a secure, cost effective computing environment capable of supporting various web pages and applications.

The State must protect its investment by ensuring that vendors develop according to the State's architecture requirements. Compliance with these standards will ensure the portability necessary to host agency applications and web pages and will also ensure the compatibility, reusability, and scalability of applications. The goal of these standards and architectures is to enhance an agency's ability to shorten development time, ensure security and reliability, and extend application longevity.

In addition to the guidelines within this document, the State has adopted a set of Conceptual Architecture Principles. These principles are intended to align technology solutions that meet the current business needs of the State. The complete list of these principles is in Appendix 1,

In sum, to make the highest and best use of the State's IT assets, these guidelines have been prepared. Compliance with the standards and guidelines shall be considered when evaluating proposals for state computer systems. The Department of Information Technology (DoIT) will not approve any procurement for products or services that would result in a contravention of these guidelines.

Request for Waiver

Deviation from these guidelines requires prior approval by DoIT. The existing Architecture Exception process should be used for this purpose.

Requirements

1. **N-tiered application development.** All Web applications shall be designed with the presentation, business logic and data layers both logically and physically separated to increase portability, scalability, re-usability and to support simplicity. This design is commonly referred to as n-tier application development architecture.

The State requires the use of at least 3 logical tiers implemented as at least 3 physical security zones. These tiers are presentation, business or application logic, and data base (or data storage).

As an example using a Microsoft based solution architecture this would imply an IIS web server, a separate IIS based application server (for ASP.NET, or VB.NET or C#.NET object and application components, plus data access, and an SQL Server or other DBMS on a third server. These servers are physically located in security zones isolated from one another by firewalls. (Note: VMware partitions can be used instead of physical servers, but the traffic between the partitions must be through either hardware or software firewalls.)

Attachment A
ITB 07ITZ0083 – RCMIS

2. **Technology Standards.** The State maintains a dynamic listing of current technology standards for consideration in new application and web page development. These are available on the DoIT website at the following URL:
<http://www.ct.gov/doit/cwp/view.asp?a=1245&q=253976&doitNav=|>
3. **Accessibility.** All applications and pages developed for the State must be compatible with the principles and goals contained in the electronic and information technology accessibility standards adopted by the Architectural and Transportation Barriers Compliance Board under Section 508 of the Federal Rehabilitation Act of 1973 (29 U.S.C. 749d), as amended, and with the State Accessibility guidelines developed pursuant to HEA 1926, Acts of 2001. These guidelines are listed via a link available at <http://www.access.state.ct.us/policies/accesspolicy40.html>.
4. **Hosting.** Both the logical and physical separation of the presentation, application and database layers is crucial to the State's hosting strategy. The Technical Review Board will conduct a technical evaluation of each application. This evaluation, among other reviews, will determine the appropriate location and security zone for hosting each of the presentation, application and database layers/servers. The technical evaluation will occur in the Business Requirements Analysis phase (or early in the System Design phase) of the State's System Development Methodology.
5. **Support.** Unless exempted in a RFP or an ITB, vendors are required to include a plan for ongoing application and page support. The plan shall include information regarding the appropriate technical skill sets and approximate quantity of support required. The plan shall also identify whether application support is to be conducted from within the State's network backbone or from an external source outside of the State's firewall systems which must be done using the State VPN.
6. **Security – Protocols.** Only HTTP and HTTPS traffic (port 80 and port 443) will be allowed from the client to the Presentation layer through the State's firewall systems for Internet based applications. Extranet applications must use the State VPN for communications between the client and Presentation layer.
Applications requiring additional ports opened on the State's firewall systems are strongly discouraged. In all cases, no direct client access to either the Business Logic layer or Database layer will be permitted.
If a specific technical solution requires that additional firewall ports be opened, then the presentation of that technical solution must include and clearly identify the advantages to the state for taking on such an additional security risk.
Applications and solutions will be designed to allow for the configuration of ports utilized at implementation, however, applications and solutions will not utilize or implement dynamic allocation of ports.
7. **Security - Presentation Layer Input Validation.** Safeguards must be included in all applications to protect the State's data and technical resources. Presentation layer coding must include (at a minimum) specified user input validation checks to guard against unauthorized access. Appendix 2 provides detail of specific presentation layer input validation guidelines.
8. **Security – Web Authentication.** The State's direction is to allow users to input the same username and password to access different services. This strengthens the State's goal of providing a common look and feel environment in which users perceive they are interacting with State government as a whole, as opposed to many agencies and departments individually. The State has adopted a single sign-on solution utilizing Novell eDirectory and iChain products. The use of a secondary or alternate sign-on process is not allowed. All agency-specific secondary sign on processes are in addition to, not in lieu of, the above mentioned authentication products. Multiple factor authentication is also allowed as a complement to the single sign-on solution The

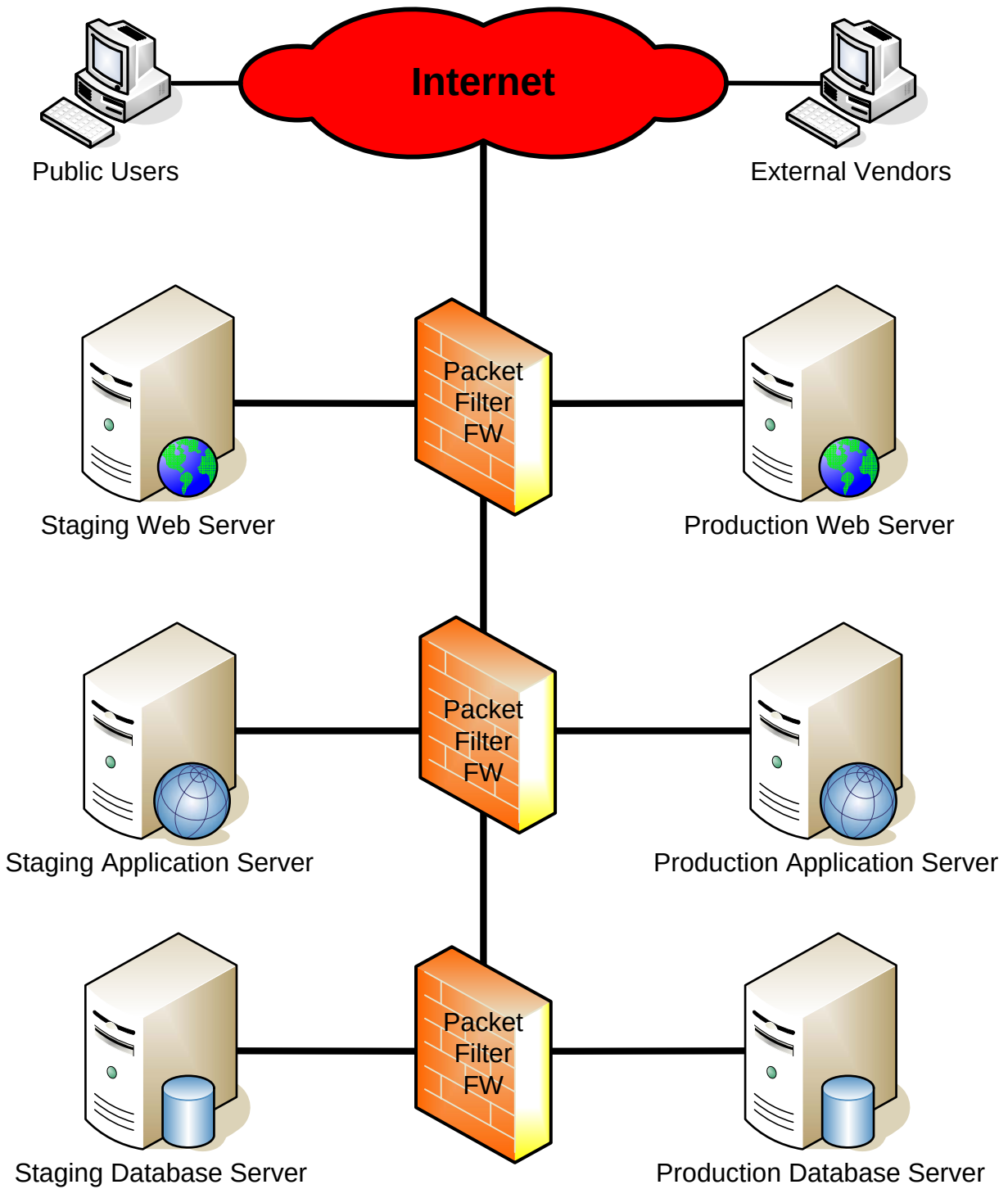
Attachment A
ITB 07ITZ0083 – RCMIS

use of Active Directory for authentication is limited to Exchange, legacy support and file and print scenarios.

A formal set of more complete guidelines has been developed and is available.

9. **Security Review.** The State reserves the right to test all applications from a security perspective and require that any vulnerabilities identified by such testing be subject to remediation. Testing will occur prior to implementation and may occur post implementation (possibly on a recurring basis).
10. **Documentation.** All system architectures, applications and application components will be documented at a level sufficient to allow for individuals other than the original developer(s) to maintain, support and enhance the application solution. Additional information and guidance on documentation will be provided in the near future as part of the State's System Development Methodology. (See item 13 below for additional documentation requirements).
11. **Source Code.** The State retains the right to review application source code prior to implementation and while in production status.
12. **Development, Test and Production Servers, Monitoring and Logging.** All web-based applications must be tested in an appropriate n-tiered environment to ensure compatibility, reliability and reasonable performance under load while operating in the State's production environment. It is anticipated that the sophistication and completeness of the testing environment, tools and procedures will be proportional to the size and complexity of the target system. The test environment configuration, tools and procedures will be presented to the agency and the production hosting organizations for review and approval. Applications in development or test status will not be permitted on production servers.
13. **Disaster Backup and Recovery (DBAR).** All critical applications will be designed with Disaster Recovery and Business Continuity in mind. The planning and documentation of such critical applications will include the necessary DBAR content.

External Model

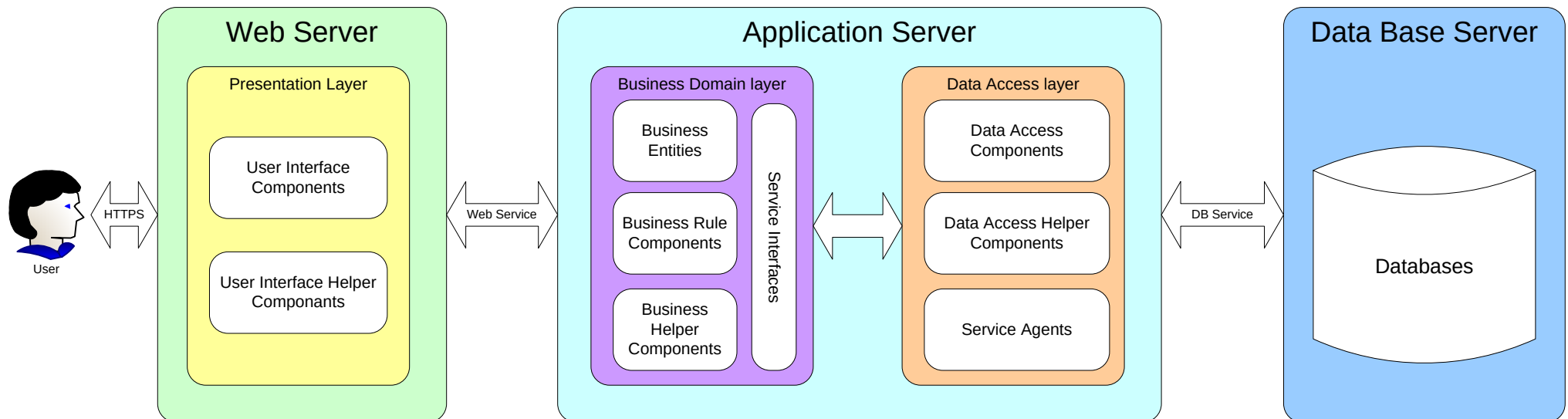


DOIT Standard

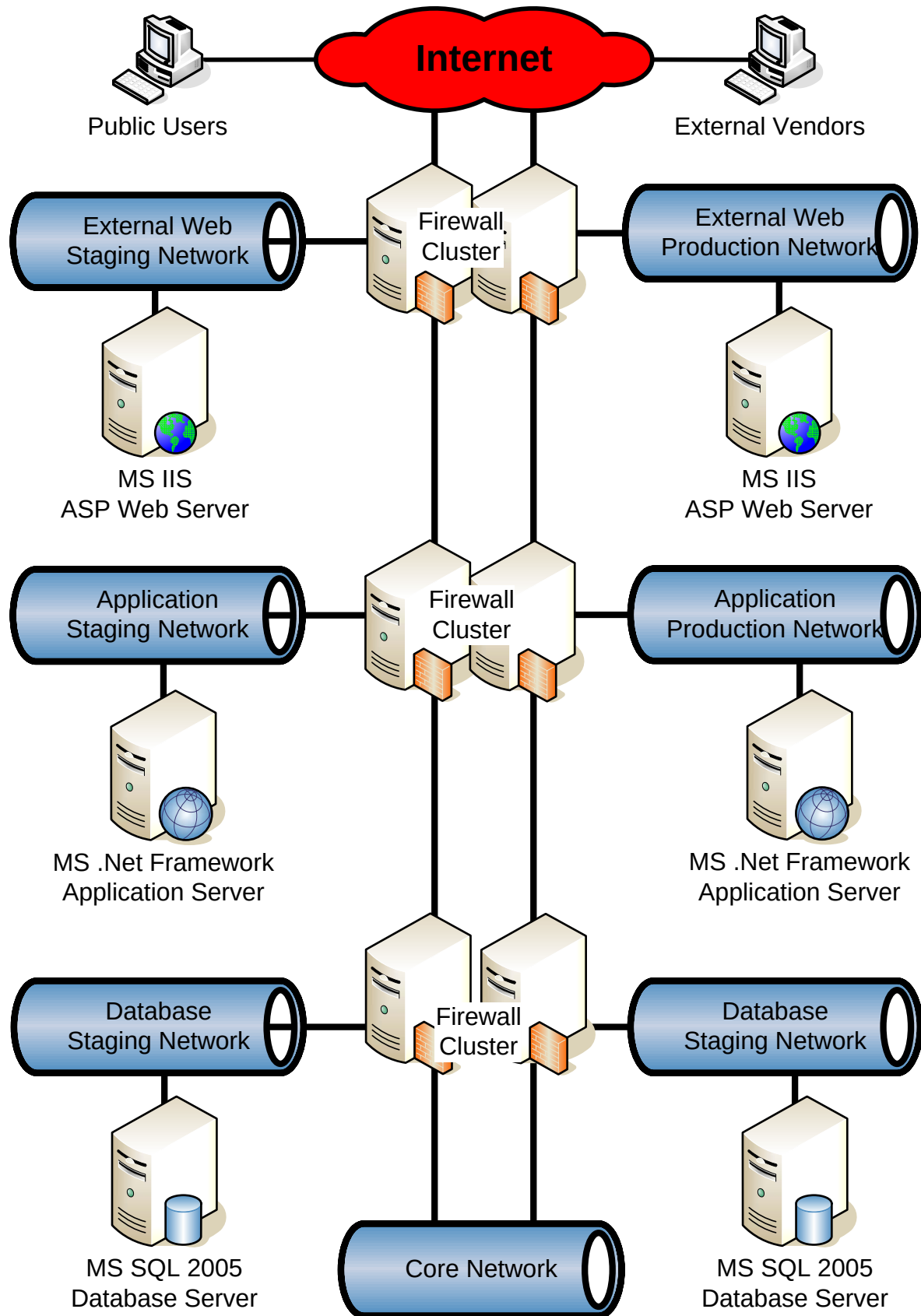
3 Tier Physical/Logical Model

Security

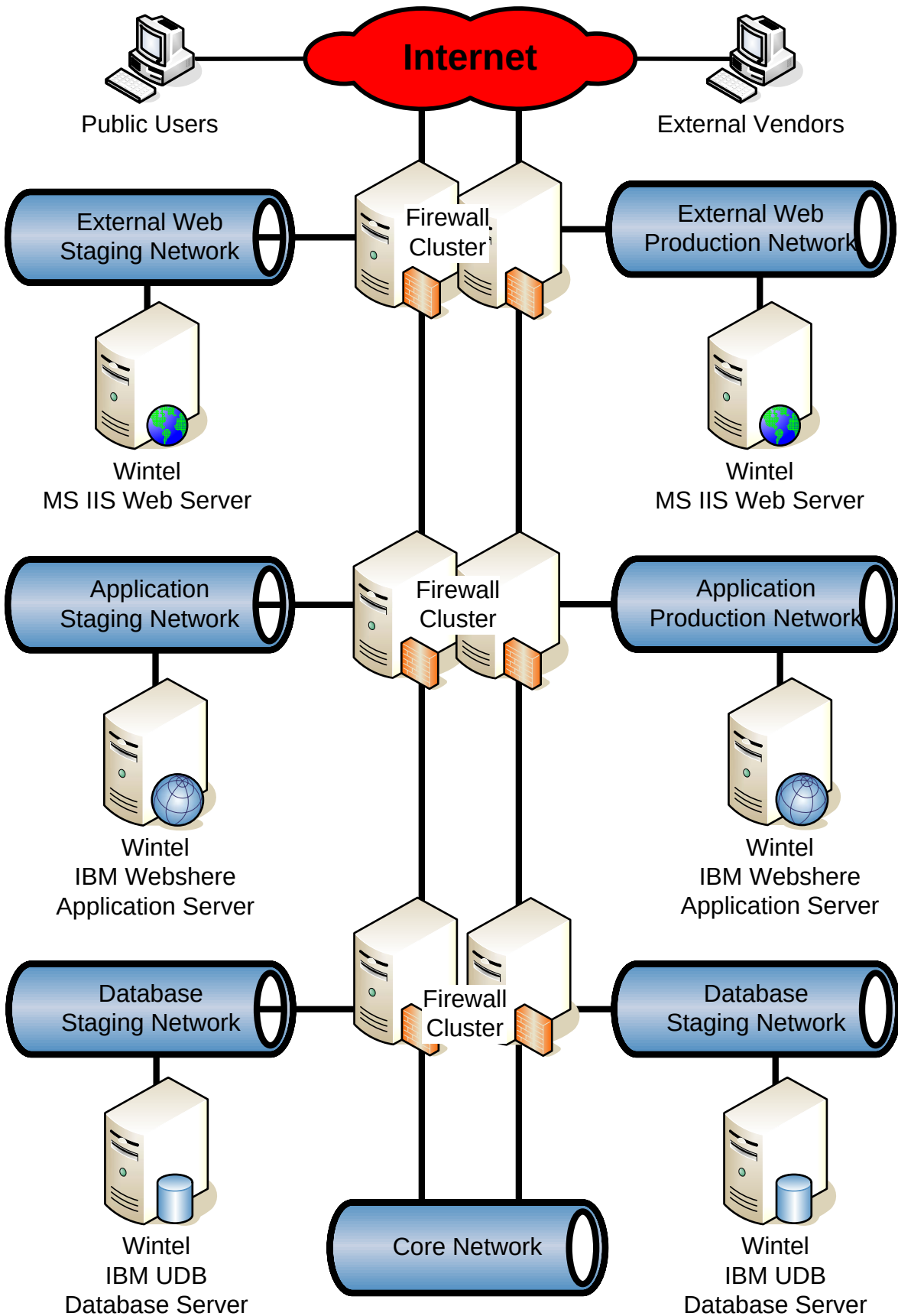
Communications



Public MS ASP./NET Application



Public Webshere Java Application



BID ADDENDUM
SP-18 Rev. 01/02

Purchasing Contact:
Elizabeth Basso, PSO II

Telephone Number:
(860) 622-2037

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

Bid Number
07ITZ0083
Bid Opening Date
August 1, 2007

BID ADDENDUM #1

COMMODITY CLASS/SUB-CLASS AND DESCRIPTION:
5022-750, Computer Software Development

FOR:
Rehabilitation Case Management Information System Development

Addendum # 1 Changes/Updates the following:

Adds the Question and Answer Document.

This Addendum should be *signed & returned* with your bid as acknowledgment of its receipt.

Company Name

Authorized Signature of Bidder

Date

NOTE:

- Bidder's signature above is acknowledging receipt of this bid addendum.
- This page should be ***signed & returned with your bid.*** In the event that it is not, vendors are hereby notified that you will be held to the obligation of whatever change/modification is set forth in the Addendum.

APPROVED _____

Date Issued: 07/27/07

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

Question and Answer Document
ITB 07ITZ0083
Rehabilitation Case Management Information System Development

1. **Q:** Is there a reason for the short time frame for submissions?

A: Yes- the current case management system agreement expires on September 30, 2007.

2. **Q:** What is expected upon delivery on September 30 (fully configured system, training complete?)

A: All software for the case management system must be in the physical possession of the agency (BESB) by 9/30/07. There is a three-month time frame noted in the ITB for the winning bidder to install, convert data and train staff, with the system up and running by 12/31/07.

3. **Q:** What has the State's procurement process involved so far? Specifically, did the State release an RFI prior to the release of the Invitation to Bid?

A: No, only an ITB was done.

4. **Q:** What is the meaning of 'other standalone connection' in question 5? There is reference to laptops in the hardware section, but is the State looking for more options, such as handheld devices?

A: The State might consider other options offered by the vendor that we are not aware of. At this point, the State is not looking for handheld devices.

5. **Q:** Will the Department of Information Technology consider extending the deadline for this response?

A: It is expected that there is enough lead time for vendors to respond by the 8/1 opening date.

6. **Q:** What is the Department's budget for the solution, including maintenance and the optional features (tickler, training, etc.)?

A: The budgetary information is not released to vendors.

7. **Q:** How many vendors are expected to respond?

A: The State does not know how many vendors will respond.

8. **Q:** Is this ITB available as a Word document, or are the tables that are required for a response available in Word format?

A: The document(s) are only published in .pdf format.



SP-11 Rev. 03/06

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

BID NUMBER 07ITZ0083
Purchasing Contact: Elizabeth Basso, PSO II
E-mail Address: elizabeth.basso@ct.gov
Fax: (860) 610-0857

Invitation To Bid

Specifications & Bid Documents Attached

Bid Number: **07ITZ0083**

Bid Opening Date & Time: **Wednesday, August 1, 2007 @ 2:00 p.m. EST**

Bid Class/Sub-Class & Description: **5022-750, Rehabilitation Case Management Information System Development**

Requesting Agency: **Board of Education and Services for the Blind**

SPECIAL INSTRUCTIONS - PLEASE TAKE NOTE OF THE FOLLOWING:

- **This will be a five (5) year contract award** (with two one-year options to renew at the State's Sole Discretion)
- **This bid contains Mandatory Requirements. Please read carefully. Failure to comply with requirements in bid response will result in bid rejection.**
- This replaces the following contract award in part or in total: **None**

Note:

When returning the **ORIGINAL & FIVE COPIES** of your bid response, use the mailing label format below on all sealed bid envelopes. (It has been perforated for your convenience)

Ensure that YOUR mailing address is in the upper left corner of the sealed bid envelope.

NOTICE TO VENDORS:

Logon to:

<http://www.ct.gov/doit/cwp/view.asp?a=1306&Q=254998&doitNav=1>

Click on the link **Register for Bidder Notification** complete the form to automatically receive a summary of new Bids & RFP's via e-mail.

Return Bid To:

STATE OF CONNECTICUT

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

Attn: Elizabeth Basso

SEALED BID NO.: 07ITZ0083

NOT TO BE OPENED UNTIL:

Wednesday, August 1, 2007 @ 2:00 p.m. EST

Check at the Security Desk for the Bid Opening Room:

- ▶ You must sign in and provide a picture ID at the Security Desk, DOIT, 101 East River Dr.
- ▶ If you are hand delivering your bid to the opening, allow enough time for minor delays.
- ▶ Ensure that your bid is TIME STAMPED by the mailroom on the bid opening date before 2:00 p.m.



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

BID NUMBER 07ITZ0083
Purchasing Contact: Elizabeth Basso, PSO II
E-mail Address: elizabeth.basso@ct.gov
Fax: (860) 610-0857

SP-26 Rev. 03/06

BID PROPOSAL

BID NUMBER 07ITZ0083	BID OPENING DATE August 1, 2007	BID OPENING TIME 2:00 PM (ET)	BID SURETY NONE	DATE ISSUED July 20, 2007
---------------------------------------	--	--	----------------------------------	--

DESCRIPTION: **Rehabilitation Case Management Information System**

COMMODITY CLASS /SUBCLASS: 5022-750	Agency Requisition Number(s): ESB-00000004
FOR: Board of Education and Services for the Blind 184 Windsor Avenue Windsor, CT 06095	TERM OF CONTRACT / DELIVERY DATE REQ'D: Five Years with 2 one-year renewal options at the State's sole discretion

INVITATION TO BID: Pursuant to the provisions of Section 4a-57 of the General Statutes of Connecticut as amended, sealed bids will be received by Contracts & Purchasing Division for the State of Connecticut, at the address above for furnishing the commodities and/or services herein listed to state agencies.

AFFIRMATION OF BIDDER: The undersigned bidder affirms and declares:

1. That this BID is executed and signed by said bidder with full knowledge and acceptance of the provisions in Form SP-7A, entitled Standard Bid and Contract Terms and Conditions, of current issue and in effect on the date of bid issue.
2. That should any part of this BID be accepted in writing by Director within thirty (30) calendar days from the date of bid opening (*unless an earlier date for acceptance is specified by bidder in BID Schedule*), said bidder will furnish and deliver the commodities and/or services for which this BID is made, in the quantities and at the prices bid, and in compliance with the provisions of the Standard Bid & Contract Terms & Conditions, Commodity Specifications, Bid Schedule, and *Special Bid & Contract Terms & Conditions*. Should award of any part of this BID be delayed beyond the time indicated, such award shall be conditioned upon bidder's acceptance.
3. Acceptance of the conditions set forth herein, agreement in strict accordance therewith, and will furnish and deliver the commodities and/or services to the state agency or agencies named in the Bid Schedule at the prices bid therein.

BIDDER INFORMATION SECTION

COMPLETE BIDDER NAME (Trade Name, Doing Business As)		SSN OR FEIN NUMBER	
BIDDER STREET ADDRESS	CITY	STATE	ZIP CODE
CONTACT NAME (TYPED OR PRINTED)	TELEPHONE # TOLL-FREE #	FAX #	
Written Signature of Person Authorized to sign Bids on behalf of the Above Named Bidder			DATE EXECUTED
TYPE OR PRINT NAME OF AUTHORIZED PERSON		TITLE OF AUTHORIZED PERSON	
BIDDER E-MAIL ADDRESS		BIDDER WEBSITE	
BUSINESS TYPE: ☐ PROPRIETORSHIP (Individual) ☐ PARTNERSHIP (<i>you must attach the names and titles of all partners</i>) ☐ CORPORATION Type of Corporation: _____ State Incorporated in: _____			
STATE EMPLOYEES <u>must</u> indicate your Position, Agency & Agency Address:			
Current DAS <i>certified</i> CT Set-Aside business: ☐ YES (<i>copy of certificate included with bid</i>) ☐ NO			
Has your business received funding from the Small Business Association? ☐ YES ☐ NO			
Is your business reportable to the IRS? ☐ YES (<i>1099/W2 will be mailed to you at year end</i>) ☐ NO			
REMITTANCE INFORMATION: (if <u>different</u> from above address)			



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

BID NUMBER 07ITZ0083
Purchasing Contact: Elizabeth Basso, PSO II
E-mail Address: elizabeth.basso@ct.gov
Fax: (860) 610-0857

SP-16 Rev. 03/06
 (Page 1 of 3)

BID SCHEDULE

BID OPENING DATE August 1, 2007	DELIVERY September 30, 2007; full installation by December 30, 2007	PAYMENT TERMS Net 45 Days	CASH DISCOUNT % Days
Page 1 OF 2	BIDDER NAME		SSN or FEIN#
Payment terms are net 45 days. Pricing includes all transportation charges FOB state agency.			

Department of Information Technology is soliciting bids for
Rehabilitation Case Management Information System
On behalf of
the Board of Education and Services for the Blind

Price to include installation, testing, maintenance, support, training, and warranty.

To the extent that bidder offer software packages that fulfill the requirements of specific programs, i.e. Vocational Rehabilitation, Independent Living, etc., the bidder should also submit pricing for individual components that could be considered for purchase as stand alone systems for individual programs.

ITEM #	DESCRIPTION OF COMMODITY AND/OR SERVICE	QTY	UNIT OF MEASURE	UNIT PRICE	TOTAL PRICE
1.	Web-Based Rehabilitation Case Management Information System to replace two current software systems and to integrate agency program documentation Indicate name of proposed system: Price for System Per requirements defined in Agency Specifications with Mandatory requirements addressed.	1	System		\$ _____
2.	Training Per requirements in Section IX. of Agency Specifications				\$ _____
3.	Maintenance and Support Per requirements in Section VII. Of Agency Specifications.				
3a.	Year 1	1	Year	\$ _____	\$ _____
3b.	Year 2	1	Year	\$ _____	\$ _____
3c.	Year 3	1	Year	\$ _____	\$ _____
3d.	Year 4	1	Year	\$ _____	\$ _____
3e.	Year 5	1	Year	\$ _____	\$ _____

This bid will be a Total Award of \$ _____



STATE OF CONNECTICUT
DEPARTMENT OF INFORMATION TECHNOLOGY
CONTRACTS & PURCHASING DIVISION
101 EAST RIVER DRIVE, 4th Floor
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BID NUMBER 07ITZ0083
Purchasing Contact: Elizabeth Basso, PSO II
E-mail Address: elizabeth.basso@ct.gov
Fax: (860) 610-0857

ITEM #	OPTIONAL FEATURES (may or may not be purchased):	QTY	UNIT OF MEASURE	UNIT PRICE	TOTAL PRICE
4.	Maintain an employer database that can be used to document outreach activities of vocational staff with the ability to measure outreach activities and hours within specified time period (i.e. monthly, quarterly or yearly)				\$ _____
5.	Ability to store linkages to websites that can be utilized and accessed through the system in the course of rehabilitation or educational services with the capability of adding links at the level of system administrator (i.e. Infoline.com or rarediseases.com)				\$ _____
6.	A tickler system, which shall provide the ability to be reminded to do a specific task or to perform an activity. Items in this category include, but are not limited to: • Clients in employment status eligible to be closed • Action alert list on Client Services Status Codes • Client note entries Ideally, the tickler system would allow for customization by the user to define their own reminders. Of particular note, BESB management may demand a tickler report on counselor activity due at any time and could direct it into the counselor's in-basket, and/or print out any or all of the items as a "To Do" list.				\$ _____
7.	Maintenance and Support Per requirements in Section VII of Agency Specifications.				
7a.	Year 6	1	Year	\$ _____	\$ _____
7b.	Year 7	1	Year	\$ _____	\$ _____

State of Connecticut
Board of Education and Services for the Blind
Rehabilitation Case Management Information System
Agency Specifications

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State of Connecticut
Board of Education and Services for the Blind
Rehabilitation Case Management Information System
Agency Specifications

I. BACKGROUND:

The Board of Education and Services for the Blind (BESB) is a human service agency that provides Educational, Independent Living and Vocational Rehabilitation Services within the state to adults who are legally blind and children who are legally blind or visually impaired. Presently, BESB operates two separate case management systems; one system maintains the Blindness Registry for Connecticut and encompasses Disability Determination, Deaf/Blind, Independent Living, Independent Living Older Blind Grant, Randolph-Sheppard and Transition School to Work Educational programs that BESB operates. The second case management system contains the records for the Public Vocational Rehabilitation Program that BESB administers. These systems are not currently integrated and do not allow for information sharing, requiring duplication of documentation within the blindness registry for vocational rehabilitation program participants.

I. A. Overview of BESB Programs:

Adult Services Division: Under section 10-305 of the Connecticut General Statutes the Adult Services Division maintains the registry for all individuals certified to be legally blind, and for children who are visually impaired. In addition, programs administered under Title VII, chapter 1, part B and Title VII, chapter 2 of the Rehabilitation Act of 1973 as amended are also administered within the Adult Services Division. In order to qualify for available services, an eye report is required which documents the legal blindness or visual impairment. Once the individual is registered, an Adult Services social worker conducts an intake for that individual. During this process, the social worker provides information regarding available benefits and arranges for initiation of appropriate services within this agency. The social worker may refer the eligible individual for services through the programs administered under Title VII, chapter 1, part B or Title VII, chapter 2 of the Rehabilitation Act as amended or through programs administered by the Children's Services or Vocational Rehabilitation Divisions as appropriate. The social worker may also refer the individual for outside services needed to assist in gathering necessary support from the community.

The Blindness Registry for BESB contains the records of approximately 10,500 active adults and 1200 active children and registers approximately 1300 new adults and 200 new children per year. The Registry also contains historical

records for approximately 20,000 individuals (adults and children) who were removed from the Registry and identifies the reason for their removal.

Deaf-Blind Grant Program for Adults: Within the Adult Services Division, the BESB Deaf-Blind Grant Program (established in 1982) focuses on individuals 21 years old and older with dual sensory losses and those that were affected by the Rubella epidemic of the 60's and 70's. Services include community inclusion activities, speech and hearing therapy, recreation, work activity, physical therapy, occupational therapy, and other services deemed appropriate for the individual. This program provides funding for services to 30 – 50 individuals annually.

Independent Living Services for Older Adults: BESB receives federal funding authorized under Title VII, Chapter 2 of the Rehabilitation Act to improve the independent living skills of older adults (55+) who are totally or legally blind and to prevent unnecessary nursing home placement. Seventy to seventy-five percent of people receiving services from BESB are over the age of 55, primarily due to age-related eye diseases including macular degeneration (ARMD), diabetic retinopathy, cataracts, and glaucoma. This program is also housed in the Adult Services Division of BESB.

Independent Living Services: BESB receives federal funding authorized under Title VII, Chapter 1, Part B of the Rehabilitation Act to improve the independent living skills of adults, regardless of age who are totally or legally blind and to prevent unnecessary nursing home placement. This program is also housed in the Adult Services Division of BESB.

Approximately 2,800 individuals are served annually through the provision of Rehabilitation Teaching, Orientation and Mobility Training, Referral for Low Vision Services and through the provision of certificates of legal blindness.

Business Enterprise Program Division: The Vending Facility Program authorized by the *Randolph-Sheppard Act* provides persons who are blind with remunerative employment and self-support through the operation of vending facilities on federal and other property. The program, enacted into law in 1936, was intended to enhance employment opportunities for trained, licensed blind persons to operate facilities. Under the Statutory Authority of Section 10-303 of the Connecticut General Statutes, the Business Enterprise Program is responsible for the development of high quality business ventures for participants who desire to become entrepreneurs. Under permits with host agencies, entrepreneurs operate businesses that range from gift shops to full-scale cafeterias. The entrepreneurs derive the full profits from their operations.

Currently there are 47 vending sites operating in Connecticut and the program goals strive for a minimum of 10% growth per year.

Children's Services Division: Teachers and consultants of the program provide specialized instruction in Braille literacy, access to adaptive technologies, and independent living and social skills training, with a goal of maximizing independence and inclusion in educational options to children who are legally blind, deaf-blind, or visually impaired from birth through high school graduation or age 21. A full-scope lending library of adapted textbooks and equipment is available to ensure equal educational opportunity for students with significant visual loss. Program staff provides specialized training and consultation to teachers, parents, paraprofessionals, and local district staff that results in greater access to educational experiences for students. The Division provides funding to school districts as well as direct purchasing of equipment and materials for students to participate in educational programs and activities. The Children's Services Division serves approximately 1200 school-age children and 100 children in the birth-to-three program annually.

Vocational Rehabilitation Division: The Vocational Rehabilitation Division under the authority of the Rehabilitation Act of 1974 as amended offers and coordinates services with community rehabilitation providers for people who are legally blind that result in employment success. Consumers are active participants in the development of career goals and the identification of services and providers. This results in obtaining the skills and accommodations necessary to achieve vocational independence. The provision of appropriate adaptive technology and specialized skills training enables people who are blind to have the capability and qualifications to obtain and retain careers. The goal of the Vocational Rehabilitation Division is to assist people who are legally blind to obtain or maintain independence through careers that match their skills, interests, and abilities. This program serves approximately 1100 individuals annually.

I. B. BESB Business Process

BESB business process involves the following activities:

- Maintaining the State of Connecticut's Blindness Registry
- Tracking client demographic information
- Developing plans for client rehabilitation in vocational, educational and independent living settings
- Case management services (case referral, application status, eligibility determination, program plan development, program plan implementation, service plan completion, and post-program follow up services)
- Generating service authorizations as part of program service plans
- Generating automated forms and communications to clients
- Statistical reporting for State and Federal purposes
- Providing extensive reporting for client support and client tracking
- Communicating with private sector service providers and vendors
- Compiling statistical data, and Ad Hoc reports on requests

- Completing and tracking internal service referrals
- Quarterly reporting to the Department of Motor Vehicle on newly registered clients
- Tracking students served by school year and school district (LEA) to include student name, teacher name, and reading modality
- Compiling and tracking program data on vending facilities by client and location

II. SCOPE:

The Board of Education and Services for the Blind (BESB) is issuing this Invitation to Bid to procure a commercial web-based Rehabilitation Case Management Information System to replace the two existing software systems and to integrate agency program documentation into one multi-faceted integrated rehabilitation case management system.

III. MANDATORY REQUIREMENTS:

All bidders shall detail the features of the case management software and respond to each required section of this Invitation to Bid by detailing the activities and functions that will successfully meet these bid requirements.

Bidder must compose an original response for each of the following numbered requirements (1 through 21) and must not refer the State to pre-printed brochures, manuals, web sites, or other references. The evaluation committee will not attempt to derive the intended response from reference materials. Any information requested must be provided as part of the Invitation to Bid response. Response evaluation will be based on the respondent's original answers.

Failure to comply with this requirement may result in disqualification.

Bidders must clearly indicate their willingness to comply with each section. Respondents that do not clearly indicate willingness to comply or do not reply to each section may be disqualified.

The case management system must have the following requirements/capabilities in order to be considered for this bid.

1. The system must be a commercial web-based Rehabilitation Case Management Information system that can be customized to meet BESB's requirements for the client service programs;

RESPONSE:

2. The system shall support minimum 150-user environment with ability to expand to meet future needs and shall be compatible with BESB's network and hardware specifications as outlined in section V of this document;

RESPONSE:

3. The system must be customizable to meet the needs of BESB by addressing the processes, forms, and reporting requirements of the Federal Programs authorized under the Rehabilitation Act as amended, the Randolph-Sheppard Act, and other BESB programs as specified in Chapter 174 of the Connecticut General Statutes;

RESPONSE:

4. The system shall interface successfully and be completely accessible through the use of voice output or magnification software (including but not limited to Jaws for Windows, Zoomtext and Dragon Dictate Naturally Speaking) for those users who are blind;

RESPONSE:

5. The system must be accessible to all agency staff through the use of remote access via Internet or other stand-alone connection.

RESPONSE:

6. The system must satisfy mandatory Federal reporting requirements for federal programs as authorized in the Rehabilitation Act, as amended, and the Randolph-Sheppard Act as specified by the U.S. Department of Education, Office of Special Education and Rehabilitation Services Administration (RSA), (refer to document <http://www.ed.gov/about/offices/list/osers/rsa/about.html>), including those required beginning in FFY 2006; including the ability to generate and audit required reports;

RESPONSE:

7. The system must facilitate caseload management for social workers, rehabilitation counselors, mobility instructors, rehabilitation teachers, field representatives and education professionals throughout the agency;

RESPONSE:

8. The system must allow for clients of the agency to be active and tracked within more than one program (i.e.: an individual may be served by Children's Services and Vocational Rehabilitation at the same time).

RESPONSE:

9. The system must allow for various security levels of access that include view restrictions to protect access to designated records, permit view only access to specified users, permit specified users to update records, permit specified users to approve case activities, and provide for selected users to have administrative rights.

RESPONSE:

10. The system must contain all necessary case status change requirements consistent with RSA guidelines. This includes any necessary edit checks to ensure accurate case record processing.

RESPONSE:

11. The system shall generate and store all required forms including but not limited to Independent Living and Vocational Rehabilitation eligibility certificates, Independent Living Plans or Waivers, Certificates of Legal Blindness, Individualized Employment Plans, Individualized Education Plans and their amendments.

RESPONSE:

12. The system must produce Management reports on caseload information, at all levels of the agency, contained in an easy to use interface;

RESPONSE:

13. The system must ensure the selection of the level of reporting will be at the control of the request originator and based on security clearance to that information, guided by the principles of "Job function / Role" access;

RESPONSE:

14. The system must allow for Ad Hoc report generation in addition to available standard reports;

RESPONSE:

15. Produce ad hoc reports on any statistical data elements contained in the “RSA-911” including those required beginning FFY 2007 (refer to “PD 06- 01” at <http://www.ed.gov/policy/speced/guid/rsa/pd-2006.html>)

RESPONSE:

16. The system must generate monthly and annual report on program performance related to National Standards and Indicators directly from the data collected by staff, including any required beginning in FFY 2007. (Refer to <http://www.ed.gov/rschstat/eval/rehab/standards.html>)

RESPONSE:

17. The system must allow for data acquisition, reporting, and reimbursement tracking unique to SSI/SSDI recipients for SSA reimbursement;

RESPONSE:

18. The system must provide for security of data in accordance with State and Federal statutes and regulations including but not limited to the requirements of the Health Insurance Portability and Accountability Act of 1996, as amended (“HIPAA”); and

RESPONSE:

19. The vendor must provide total maintenance and support for the case management system including upgrades and enhancements to reporting functions as required by the Rehabilitation Services Administration.

RESPONSE:

20. The vendor must provide for initial training on site at the agency for all users, and follow up training as required for groups of new users at least once per fiscal year. Such trainings shall be comprehensive and shall include training techniques for system users who are blind to successfully learn the system features and functions.

RESPONSE:

21. The vendor shall be responsible for the successful transfer of all data from the agency case management systems into their case management system. Such transfer shall be done in a manner that ensures the safekeeping of back up data and restoration capabilities.

RESPONSE:

IV. OPTIONAL FEATURES (Items 4-6 on Bid Schedule)

BESB has identified the following optional features or their equivalent that if available, would add value to the offering. If available, the bidder must state that Web-based Rehabilitation Case Management system includes the option to:

1. Maintain an employer database that can be used to document outreach activities of vocational staff with the ability to measure outreach activities and hours within specified time periods (i.e.: monthly, quarterly or yearly).

RESPONSE:

2. Ability to store linkages to websites that can be utilized and accessed through the system in the course of rehabilitation or educational services with the capability of adding links at the level of system administrator (i.e.: Infoline.com or rarediseases.com).

RESPONSE:

3. A tickler system, which shall provide the ability to be reminded to do a specific task or to perform an activity. Items in this category include, but are not limited to:

- Clients in employment status eligible to be closed.
- Action alert list on Client Services Status Codes.
- Closed Client review.
- Client note entries.

Ideally, the tickler system would allow for customization by the user to define their own reminders. Of particular note, BESB management may demand a tickler report on counselor activity due at any time and could direct it into the counselor's in-basket, and/or print out any or all of the items as a "To-do" list.

RESPONSE:

V. NETWORK REQUIREMENTS

Configurations provided are indicative of standard minimum basic requirements specified by the State's Department of Information Technology. Configurations are to conform to triple tier architecture design for presentation, application, and database. Architecture must also conform to change management protocol for a staging/testing environment totally segregated from a production environment.

NOTE: Current Inventory (this list is NOT equipment to be purchased, but equipment currently on hand)

1. Servers Configuration:

- a. Web Server: DELL Power Edge 2650 (Preferred), or HP equivalent
 - i. Pentium 4 Xeon 2.8 GHz Processor
 - ii. 512 mb L2 cache
 - iii. 2 gb memory
 - iv. 36 gb "raid 5" disk sub system
 - v. Dual power supply and cooling fans
- b. Application / DB Server (active): DELL Power Edge 2650 (Preferred), or HP equivalent
 - i. Dual Pentium 4 Xeon 3.0 GHz Processors
 - ii. 512 mb L2 cache
 - iii. 4 gb memory
 - iv. 72 gb "raid 5" disk sub system
 - v. Dual power supply and cooling fans
- c. Application / DB Server (reporting and warm backup): DELL Power Edge 2650 (Preferred), or HP equivalent
 - i. Dual Pentium 4 Xeon 3.0 GHz Processors
 - ii. 512 mb L2 cache
 - iii. 4 gb memory
 - iv. 72 gb "raid 5" disk sub system
 - v. Dual power supply and cooling fans

2. Desktop Configuration - Inventory: approx. 150:

- a. DELL GX520 or HP Compaq 5100 or similar
 - i. CASE:
 - 1. Small Form Factor Model
 - 2. For vertical or horizontal orientation
 - ii. PROCESSOR:
 - 1. Intel® Pentium® 4 Processor 521 (2.8GHz) with
 - 2. Hyper-Threading; 800 MHz FSB; Intel 915 chip set
 - iii. DIMM SOCKETS:
 - 1. Two (2) sockets
 - iv. MEMORY:
 - 1. 1 GB; (2) 512MB DIMM's PC3200, 533MHz modules
 - 2. DDR2, one in each bank for dual channel operation
 - v. CONTROLLER CARD:
 - 1. Integrated SATA II Controller
 - vi. HARD DRIVE:
 - 1. 37GB, Serial ATA 7200 RPM; SMART II or SMART III drive
 - 2. Formatting of hard drive; configured as (1) partition

- vii. MONITOR:
 - 1. 17" LCD, Supports 1280x1024 @ 72Hz; analog/digital display;
Compliance: Energy Star, MPR-II, VESA DPMS, .264MM horizontal pitch
 - viii. OPTICAL DRIVE:
 - 1. 24x DVD-ROM/24x CD-ROM; DVD to read both +/-formats
 - ix. FLOPPY DRIVE:
 - 1. 3.5" 1.44MB diskette drive
 - x. DRIVE BAYS:
 - 1. Internal;
 - 2. 3.5 front/external;
 - 3. 5.25 front/external
 - xi. EXPANSION SLOTS:
 - 1. Low Profile PCI slot
 - xii. USB 2.0 PORTS:
 - 1. (8) USB ports; (2) front and (4) back
 - xiii. EXTERNAL PORTS:
 - 1. Min. (1) Serial; (1) Parallel; (1) RJ-45 LAN; (1) VGA
 - 2. Audio In/Out (1) Microphone
 - xiv. NETWORK ADAPTER:
 - 1. Integrated 10/100/1000 Base T Ethernet, Broadcom
 - xv. KEYBOARD:
 - 1. 104+ keyboard (USB or PS2)
 - xvi. VIDEO:
 - 1. Integrated Intel® Graphics Media Accelerator 900 / 128MB Shared
Memory
 - xvii. SOUND SYSTEM:
 - 1. Integrated AC '97 audio with internal speaker, Sound Blaster compatible
 - xviii. SOFTWARE:
 - 1. Microsoft WIN XP/2000 Professional; SP2; all drivers for
included/installed hardware; restore CD; NTFS
 - xix. DESKTOP MANAGEMENT:
 - 1. Standards Compliance: WfM 2.0; DMI 2.0; Wake on LAN;
 - 2. OEM supplied management agent and drivers to support above
standards
 - xx. MOUSE:
 - 1. Optical 2-button USB mouse with scroll wheel with mouse pad
 - xxi. MANUFACTURER'S LIMITED WARRANTY:
 - 1. Four (4) years parts & labor with four (4) years next business day
response onsite; authorized service is the responsibility of the OEM
3. Laptop (Mobile) Configuration - Inventory: approx.100
- a. DELL Latitude D800 or similar
 - i. Intel Second generation Centrino Technology Pentium M 1.6 GHz with Intel
Pentium;
 - ii. M760, 15.4 inch WSXGA diagonal; min of 1680 x 1050 resolution; nominal
16:9;
 - iii. 14.2 inches: 6.8lbs weight with A/C Adapter, battery, and optical drive;
 - iv. 1 GB; (2) 512MB RAM 400 MHz (DDR or DDR2), one in each bank;
 - v. 20 GB hard drive with 7200 RPM, NTFS formatting of hard drive;
 - vi. 8x DVD ROM drive installed in bay that allows "swapping" for other drives;

- vii. Audio – Line In/Out (1/8" Mini); V.90 or V.92 modem (built-in) – with RJ-11 Modular (Phone/Telco) Port; Video Port – 15 pin High Density D-shell (VGA) Type II Card/Bus (32 bit)/Type II PC Card (16 bit);
- viii. (4) USB ports, Universal Serial Bus 2.0;
- ix. Integrated 10/100/1000 Base T Ethernet with RJ-45 Twisted Pair Port;
- x. Keyboard with normal spacing separate cursor controls; Dual pointing device i.e. "Touchpad" plus embedded in keyboard (e.g. Touch Stick, Track Stick, EZ Point UltraNav, etc.);
- xi. 64 MB of dedicated memory integrated graphics. VGA out must support minimum 1680 x 1050 as appropriate ATI Radeon with 1680 x 1050 resolution;
- xii. Integrated stereo sound capability with built in speakers;
- xiii. 9 cell 80 hour- watt battery capacity;
- xiv. Microsoft Windows XP Professional; SP2 with CD media;
- xv. All drivers and utilities for included/installed hardware;
- xvi. system restore CD-ROM;
- xvii. Wake on LAN (turned on as default);
- xviii. OEM supplied management agent and drivers;
- xix. IEEE 802.11g WiFi (b/g or a/b/g acceptable); WiFi certified for WPA2 including AES, and 802.1x authentication types EAP-TLS, EAP- TTLS, PEAP-GTC, PEAP-MSCHAPv2, LEAP, EAP-FAST;
- xx. TPM – integrated chip(s) or module; with appropriate utility software system BIOS must support: Hard disk drive password, Power-on password, Supervisor password; blocking of Bluetooth, wireless, USB port. Kensington® compatible security slot or loop;
- xxi. Three (3) Years of parts and labor with three (3) year of next business day response; On-Site; Authorized service is the responsibility of the OEM;
- xxii. Additional one (1) year extended service for parts & labor with one (1) year extended next business day response On-site; Authorized service is the responsibility of the OEM;
- xxiii. User guides and operating manuals on CD-ROM for base system and all included/installed hardware;
- xxiv. Additional (spare) battery (to match one normally supplied, or larger capacity);
- xxv. Floppy disk drive USB 2.0 external;
- xxvi. Fingerprint reader (can be integrated, USB key or SmartCard); and
- xxvii. USB or PS/2 mouse, 2 button with scroll wheel Dell Optical

VI. INSTALLATION AND TESTING REQUIREMENTS

The Vendor shall develop and provide a detailed implementation and conversion schedule, data migration strategy, training, and any other activities required to assist BESB in the smooth transition from its current system into the new system.

The system selected through this Bid must comply with the types of platforms, or their equivalents identified in groups below. In addition the architecture must comply with State of Connecticut's triple tier format design for presentation, application, and database platforms. (Refer to the website for the State of Connecticut Department of Information Technology – <http://www.ct.gov/doit>).

PLATFORMS

The new web-based system may include, within the specified platforms, the option to:

1. Browser

- Display data pages
- Perform validation
- Package information

2. Application Server

- Dynamically create HTML-based data pages
- Implements business rules

3. Database Server:

- House and organize data
- Retrieve, insert, update and delete data

SOFTWARE

The selected system must comply with the following software:

1. Browser must comply with the following:

- Internet Explorer 6.X (or greater)
- Windows XP SP2 (or greater)
- Jaws for Windows and/or Window Eyes

2. The Database Server must comply with:

- SQL Server 7 (or greater)

DEVELOPMENT TOOLS

The Integrated Development Environment must comply with the following:

1. Visual Studio

2. Visual Studio.Net

CONNECTIVITY

Connectivity between platforms must provide for the following:

1. Browser

- HTTP and SSL Protocol
- Requests
- Pages ready for display

2. Application Server

- OLEDB on Named Pipes
- Uses SQL as language to describe requests

- Returns data in record or table format

VII. MAINTENANCE AND SUPPORT REQUIREMENTS (Items 3 & 7 on Bid Schedule)

The successful bidder must provide total maintenance and support for the case management system for five (5) years with renewable options for continued support.

Maintenance of the Rehabilitation Case Management Information system is defined by BESB to include any programming, technical support, and/or database support that is required to maintain all Federal rules, regulations and laws as defined by the Rehabilitation Act of 1973, as amended, as well as any provisions of Chapter 174 of the Connecticut General Statutes that impact upon the performance of the Rehabilitation Case Management Information system. The vendor is required to enhance the system to perform according to these Federal and State requirements.

The scope of work for maintaining the client management application software will include, at a minimum, the following requirements:

- Maintain integrity of user data tables and database files
- Fix and/or repair any data discrepancies caused directly or indirectly by any other functionality within the client management application software
- Any functionality damaged while contractor is performing any other services for BESB, including any enhancements, data fixes, programming repairs, etc.
- Development and customization of up to 50 additional forms or form letters per year for each year of the contract.
- Development and customization of up to 50 query by example reports for system users per year for each year of the contract.

VIII. SECURITY REQUIREMENTS OF THE WEB-BASED REHABILITATION CASE MANAGEMENT SYSTEM

The system that will be procured through this BID must meet the following Security Requirements. The web-based Rehabilitation Case Management system must:

- a. Permit system access through "Active Directory" and require the use of an individual's "Login ID" and "Password".
- b. Allow the agency to define the minimum number of required characters in a password, how often a user must change their password, the number of times a password can be reused and the number of times a user can attempt to login before the system locks them out.

c. Maintain confidentiality, integrity and availability of data or systems security as defined by HIPAA.

d. The system shall incorporate a Role Based Access Control Mechanism that supports administration of user access based on job function profile.

e. The system must provide the ability to maintain compliance with Federal regulations on an ongoing basis. These upgrades will be completed by the vendor through the Maintenance Agreement.

f. The system must capture the client's SSN for tracking and monitoring of transactions and client record for informational purposes. The system may allow the use of a unique alphanumeric case identifier number other than SSN

g. All edits, as defined by Federal regulations, must be implemented within the system. These edits shall function as a client is in process as well as at client closure. The status change screen must require a status change date. The system shall edit all dates input into the system. Date format shall conform to Federal regulations.

h. Closed records must be accessible by supervisory staff and IT staff for statistical use. The system must maintain, as accessible data, all open clients plus a minimum defined by BESB for history of closed Clients.

i. The system must be capable of checking for and preventing duplicates on any key field such as:

- SSN
- Client Number

If duplicates are found, the system shall reject the activity connected to the duplicate number and provide the user with an error message.

IX. TRAINING REQUIREMENTS (Item 2 on Bid Schedule)

The successful bidder will provide:

1. Full user on-site training of BESB staff (approx. 140) including specialized training for staff who use speech output programs to access the case management system;
2. Training will be specialized as to program module (VR module training for VR staff, ILOB module training for Adult Services staff, Transition module training for Children's Services staff and BEP module training for BEP staff)
3. Training to Supervisory, Managerial (approx. 10) and system administrative staff (approx. 4) in the reporting features of the case management system; and

4. A system user-manual for all trainees in large print (16 point Arial Bold) and electronic format.

X. VENDOR QUALIFICATIONS

The successful bidder must be able to demonstrate knowledge of human service delivery systems and have successfully installed a case management system within a Public Vocational Rehabilitation Program by supplying references from two other Public Vocational Rehabilitation agencies that are authorized by the Rehabilitation Services Administration to administer a State Plan for Vocational Rehabilitation Services. NOTE: The State is requesting a total of three (3) references. Bidder may use two (2) of the same references as those requested on SP-14, Bidders Statement of Qualifications.

XI. TIMELINE FOR DELIVERABLES

The successful bidder must be able to deliver the case management system software by September 30, 2007 with a testing time period and final and full installation by December 30, 2007.

XII. STRUCTURE OF BID RESPONSE

All bidders shall detail the features of the case management software and respond to each required section of this Invitation to Bid by detailing the activities and functions that will successfully meet these bid requirements.



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

BID NUMBER 07ITZ0083
Purchasing Contact: Elizabeth Basso, PSO II
E-mail Address: elizabeth.basso@ct.gov
Fax: (860) 610-0857

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(Page 3 of 3)

Bidder Contact: _____

Address: _____

Phone: _____ Fax: _____ E-mail: _____

Representative that will **service** *Rehabilitation Case Management Information System*:

Name: _____

Address: _____

Phone: _____ Fax: _____ E-mail: _____

Notes:

1. Ensure you have read and understand the terms and conditions of this contract. Bidders must comply with the attached Standard & Special Bid and Contract Terms and Conditions, Standard Bid & Contract Terms & Conditions, and Agency Specifications
2. Any corrections must be initialed.
3. Send an **original** and **five (5) copies** of your bid per instructions on SP-11 ITB.
We do not accept e-mailed or faxed bids. Bids must be SEALED and delivered by Wednesday, August 1, 2007 @ 2:00 p.m. (EST).
4. Prices include equipment, installation of all software/cards/memory necessary, cables, delivery, and warrantee. All Hardware components and software must be installed and configured before delivery. Equipment must be Year 2000 compliant.

All correspondence regarding this Invitation to Bid must be in *writing* and submitted to:
elizabeth.basso@ct.gov

-or-

Attn.: Purchasing Officer, Bid # **07ITZ0083**
DOIT - Contract & Purchasing Division
101 East River Drive
East Hartford, CT 06108



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BIDDER'S STATEMENT OF QUALIFICATIONS

This form will be used in assessing a Bidder's qualifications and to determine if the bid submitted is from a responsible, qualified bidder. State law mandates that contracts be awarded to the lowest responsible, qualified bidder. Factors such as past performance, financial stability, integrity of the bidder, conformity to the specifications, etc. will be used in evaluating bids. Attach additional sheets, if necessary.

BIDDER NAME: _____
(Trade Name, Doing Business As)

Number of years doing business under this name: _____ YEARS

Other/Previous business name(s): _____

Company Value: Equipment Assets _____ Total Assets _____

Is your company registered with the Office of the Connecticut Secretary of State? ☐ YES ☐ NO
Registration Date: _____

If no, upon request, your company must provide a "Certificate of Legal Existence" issued by the Connecticut Secretary of State's Office. Website: www.sots.state.ct.us

List up to three (3) any contract awards of **similar size and scope** to **your** company by the State of Connecticut within the last three (3) years. **Do not list subcontractor awards.** Indicate the contract number, commodity, the State Agency, and provide the name & telephone number of the purchasing agent responsible for the contract.

<u>AWARD #</u>	<u>COMMODITY</u>	<u>STATE AGENCY</u>	<u>PURCHASING CONTACT</u>	<u>TELEPHONE #</u>
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____

References:

List at least **three completed projects similar** in nature to this Invitation to Bid that demonstrates **your** business's ability to perform the requirements of this bid. **Do not list subcontractor projects**

Contact Name, Company, and Address	Telephone #	Dollar Value
1. _____	_____	_____
2. _____	_____	_____
3. _____	_____	_____

List any relevant certifications, licenses, registration, etc. that qualify your business to meet the requirements of this bid. _____

(Attach additional sheets if necessary)



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List of equipment to be used for this service, ***if applicable:***

<u>MODEL</u>	<u>YEAR</u>	<u>MANUFACTURER</u>
_____	_____	_____
_____	_____	_____
_____	_____	_____

(Attach additional sheets if necessary)

Political Sub-Divisions Section

Bidder will indicate below whether he will agree to furnish the awarded items at contract prices to Connecticut Political Sub-Divisions, as defined in the Connecticut General Statutes, that are interested in using the State's contract if the bidder is the awarded contractor for this bid invitation. If the bidder is agreeable, but wants to subject purchases from Political Sub-Divisions to certain requirements or conditions, the bidder may stipulate such requirements or conditions in the bid.

☐ YES

☐ NO

☐ YES – subject to requirements listed below

REQUIREMENTS: _____

OSHA COMPLIANCE SECTION

(Connecticut General Statute Section 31 - 57b)

The _____ ☐ HAS ☐ HAS NOT
Name of Bidder's Business, Firm, Organization or Corporation

BEEN CITED FOR THREE (3) OR MORE WILLFUL OR SERIOUS VIOLATIONS OF ANY OCCUPATIONAL SAFETY AND HEALTH ACT (OSHA) OR OF ANY STANDARD, ORDER OR REGULATION PROMULGATED PURSUANT TO SUCH ACT, DURING THE THREE YEAR PERIOD PRECEDING THE BID, PROVIDED SUCH VIOLATIONS WERE CITED IN ACCORDANCE WITH THE PROVISIONS OF ANY STATE OCCUPATIONAL SAFETY AND HEALTH ACT OF 1970, AND NOT ABATED WITHIN THE TIME FIXED BY THE CITATION AND SUCH CITATION HAS NOT BEEN SET ASIDE FOLLOWING APPEAL TO THE APPROPRIATE AGENCY OF COURT HAVING JURISDICTION OR RECEIVED ONE OR MORE CRIMINAL CONVICTIONS RELATED TO THE INJURY OR DEATH OF ANY EMPLOYEE IN THE 3-YEAR PERIOD PRECEDING THE BID.

☐ Copies of violations are attached

☐ None Received

ANY PERSON WHO KNOWINGLY PROVIDES FALSE INFORMATION CONCERNING THE INFORMATION REQUIRED PURSUANT TO THIS SECTION SHALL BE ASSESSED A CIVIL PENALTY AND SHALL BE DISQUALIFIED FROM BIDDING ON OR PARTICIPATING IN A CONTRACT WITH THE STATE OR ANY OF ITS POLITICAL SUBDIVISIONS FOR FIVE YEARS FROM THE DATE OF THE FINAL DETERMINATION THAT THE INFORMATION PROVIDED ABOVE IS FALSE.



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Bidder Debarment and/or Suspension Section

The undersigned bidder affirms and declares that a copy of any and all notices of debarment and/or suspension from contracting with *the State of Connecticut or the Federal Government* that have been received by the bidder, company official, and/or any subcontractor has been submitted with this bid:

☐ YES – number of notices attached _____ ☐ NONE RECEIVED

The undersigned bidder affirms and declares that a copy of any and all notices of debarment and/or suspension from contracting with *other states within the United States* that have been received by the bidder, company official, and/or any subcontractor has been submitted with this bid:

☐ YES – number of notices attached _____ ☐ NONE RECEIVED

The undersigned bidder affirms and declares that a copy of any and all administrative actions either pending review by the State or determinations that the State has made regarding your business for the last three (3) years. This would include court judgments and suits pending by a State or Federal Court. Also, include copies of any actions or orders pending or resolved with any State Agency (i.e. Consumer Protection, Environmental Protection).

☐ YES – number of notices attached _____ ☐ NONE RECEIVED

=====

I hereby certify that all the information supplied herein (on pages 1-3) have been examined by me and is complete, true, and correct:

Bidder: _____
Name (typed or printed)

Title: _____
Title of above Bidder

Signature: _____
Hand Written Signature

Dated: _____
Date Signed

(Corporation Seal)
optional

Note: If it is determined by the contracting authority of the State of Connecticut that *any information requested was not referenced and submitted* with this bid, then such determination will be *just cause for disqualification* of the bid. A duly authorized representative of the company must sign this form.



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COMMISSION ON HUMAN RIGHTS AND OPPORTUNITIES
CONTRACT COMPLIANCE REGULATIONS

NOTIFICATION TO BIDDERS

The contract to be awarded is subject to contract compliance requirements mandated by Sections 4a-60 and 4a-60a of the Connecticut General Statutes; and, when the awarding agency is the State, Sections 46a-71(d) and 46a-81i(d) of the Connecticut General Statutes. There are Contract Compliance Regulations codified at Section 46a-68j-21 through 43 of the Regulations of Connecticut State Agencies, which establish a procedure for awarding all contracts covered by Sections 4a-60 and 46a-71(d) of the Connecticut General Statutes.

According to Section 46a-68j-30(9) of the Contract Compliance Regulations, every agency awarding a contract subject to the contract compliance requirements has an obligation to “aggressively solicit the participation of legitimate minority business enterprises as bidders, contractors, subcontractors and suppliers of materials.” “Minority business enterprise” is defined in Section 4a-60 of the Connecticut General Statutes as a business wherein fifty-one percent or more of the capital stock, or assets belong to a person or persons: “(1) Who are active in 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.” “Minority” groups are defined in Section 32-9n of the Connecticut General Statutes as “(1) Black Americans . . . (2) Hispanic Americans . . . (3) persons who have origins in the Iberian Peninsula . . . (4) Women . . . (5) Asian Pacific Americans and Pacific Islanders; (6) American Indians . . .” An individual with a disability is also a minority business enterprise as provided by Section 4a-60g of the Connecticut General Statutes. The above definitions apply to the contract compliance requirements by virtue of Section 46a-68j-21(11) of the Contract Compliance Regulations.

The awarding agency will consider the following factors when reviewing the bidder’s qualifications under the contract compliance requirements:

- (a) the bidder’s success in implementing an affirmative action plan;
- (b) the bidder’s success in developing an apprenticeship program complying with Sections 46a-68-1 to 46a-68-17 of the Administrative Regulations of Connecticut State Agencies, inclusive;
- (c) the bidder’s promise to develop and implement a successful affirmative action plan;
- (d) the bidder’s submission of employment statistics contained in the “Employment Information Form”, indicating that the composition of its workforce is at or near parity when compared to the racial and sexual composition of the workforce in the relevant labor market area; and
- (e) the bidder’s promise to set aside a portion of the contract for legitimate minority business enterprises. See Section 46a-68j-30(10)(E) of the Contract Compliance Regulations.

INSTRUCTIONS AND OTHER INFORMATION

The following **BIDDER CONTRACT COMPLIANCE MONITORING REPORT** must be completed in full, signed, and submitted with the bid for this contract. The contract awarding agency and the Commission on Human Rights and Opportunities will use the information contained thereon to determine the bidders compliance to Sections 4a-60 and 4a-60a CONN. GEN. STAT., and Sections 46a-68j-23 of the Regulations of Connecticut State Agencies regarding equal employment opportunity, and the bidders A good faith efforts to include minority business enterprises as subcontractors and suppliers for the work of the contract.

1) Definition of Small Contractor

Section 4a-60g CONN. GEN. STAT. defines a small contractor as a company that has been doing business under the same management and control and has maintained its principal place of business in Connecticut for a one year period immediately prior to its application for certification under this section, had gross revenues not exceeding ten million dollars in the most recently completed fiscal year, and at least fifty-one percent of the ownership of which is held by a person or persons who are active in the daily affairs of the company, and have the power to direct the management and policies of the company, except that a nonprofit corporation shall be construed to be a small contractor if such nonprofit corporation meets the requirements of subparagraphs (A) and (B) of subdivision 4a-60g CONN. GEN. STAT.



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2) Description of Job Categories (as used in Part IV Bidder Employment Information)

MANAGEMENT: Managers plan, organize, direct, and control the major functions of an organization through subordinates who are at the managerial or supervisory level. They make policy decisions and set objectives for the company or departments. They are not usually directly involved in production or providing services. Examples include top executives, public relations managers, managers of operations specialties (such as financial, human resources, or purchasing managers), and construction and engineering managers.

BUSINESS AND FINANCIAL OPERATIONS: These occupations include managers and professionals who work with the financial aspects of the business. These occupations include accountants and auditors, purchasing agents, management analysts, labor relations specialists, and budget, credit, and financial analysts.

COMPUTER SPECIALISTS: Professionals responsible for the computer operations within a company are grouped in this category. Examples of job titles in this category include computer programmers, software engineers, database administrators, computer scientists, systems analysts, and computer support specialists.

ARCHITECTURE AND ENGINEERING: Occupations related to architecture, surveying, engineering, and drafting are included in this category. Some of the job titles in this category include electrical and electronic engineers, surveyors, architects, drafters, mechanical engineers, materials engineers, mapping technicians, and civil engineers.

OFFICE AND ADMINISTRATIVE SUPPORT: All clerical-type work is included in this category. These jobs involve the preparing, transcribing, and preserving of written communications and records; collecting accounts; gathering and distributing information; operating office machines and electronic data processing equipment; and distributing mail. Job titles listed in this category include telephone operators, payroll clerks, bill and account collectors, customer service representatives, files clerks, dispatchers, shipping clerks, secretaries and administrative assistants, computer operators, mail clerks, and stock clerks.

BUILDING AND GROUNDS CLEANING AND MAINTENANCE: This category includes occupations involving landscaping, housekeeping, and janitorial services. Job titles found in this category include supervisors of landscaping or housekeeping, janitors, maids, grounds maintenance workers, and pest control workers.

CONSTRUCTION AND EXTRACTION: This category includes construction trades and related occupations. Job titles found in this category include boilermakers, masons (all types), carpenters, construction laborers, electricians, plumbers (and related trades), roofers, sheet metal workers, elevator installers, hazardous materials removal workers, paperhangers, and painters. Paving, surfacing, and tamping equipment operators; drywall and ceiling tile installers; and carpet, floor and tile installers and finishers are also included in this category. First line supervisors, foremen, and helpers in these trades are also grouped in this category..

INSTALLATION, MAINTENANCE AND REPAIR: Occupations involving the installation, maintenance, and repair of equipment are included in this group. Examples of job titles found here are heating, ac, and refrigeration mechanics and installers; telecommunication line installers and repairers; heavy vehicle and mobile equipment service technicians and mechanics; small engine mechanics; security and fire alarm systems installers; electric/electronic repair, industrial, utility and transportation equipment; millwrights; riggers; and manufactured building and mobile home installers. First line supervisors, foremen, and helpers for these jobs are also included in the category.

MATERIAL MOVING WORKERS: The job titles included in this group are Crane and tower operators; dredge, excavating, and lading machine operators; hoist and winch operators; industrial truck and tractor operators; cleaners of vehicles and equipment; laborers and freight, stock, and material movers, hand; machine feeders and offbearers; packers and packagers, hand; pumping station operators; refuse and recyclable material collectors; and miscellaneous material moving workers.



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BID NUMBER 07ITZ0083
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3) Definition of Racial and Ethnic Terms (as used in Part IV Bidder Employment Information)

<u>White</u> (not of Hispanic Origin)- All persons having origins in any of the original peoples of Europe, North Africa, or the Middle East. <u>Black</u>(not of Hispanic Origin)- All persons having origins in any of the Black racial groups of Africa. <u>Hispanic</u>- All persons of Mexican, Puerto Rican, Cuban, Central or South American, or other Spanish culture or origin, regardless of race.	<u>Asian or Pacific Islander</u>- All persons having origins in any of the original peoples of the Far East, Southeast Asia, the Indian subcontinent, or the Pacific Islands. This area includes China, India, Japan, Korea, the Philippine Islands, and Samoa. <u>American Indian or Alaskan Native</u>- All persons having origins in any of the original peoples of North America, and who maintain cultural identification through tribal affiliation or community recognition.
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BIDDER CONTRACT COMPLIANCE MONITORING REPORT

PART I - BIDDER INFORMATION

Company Name Street Address City & State Chief Executive	Bidder Federal Employer Identification Number _____ Or Social Security Number _____
Major Business Activity (brief description)	Bidder Identification (response optional/definitions on page 1) -Bidder is a small contractor. Yes__ No__ -Bidder is a minority business enterprise Yes__ No__ (If yes, check ownership category) Black__ Hispanic__ Asian American__ American Indian/Alaskan Native__ Iberian Peninsula__ Individual(s) with a Physical Disability__ Female__
Bidder Parent Company (If any)	- Bidder is certified as above by State of CT Yes__ No__
Other Locations in Ct. (If any)	- DAS Certification Number _____

PART II - BIDDER NONDISCRIMINATION POLICIES AND PROCEDURES

1. Does your company have a written Affirmative Action/Equal Employment Opportunity statement posted on company bulletin boards? Yes__ No__	7. Do all of your company contracts and purchase orders contain non-discrimination statements as required by Sections 4a-60 & 4a-60a Conn. Gen. Stat.? Yes__ No__
2. Does your company have the state-mandated sexual harassment prevention in the workplace policy posted on company bulletin boards? Yes__ No__	8. Do you, upon request, provide reasonable accommodation to employees, or applicants for employment, who have physical or mental disability? Yes__ No__
3. Do you notify all recruitment sources in writing of your company's Affirmative Action/Equal Employment Opportunity employment policy? Yes__ No__	9. Does your company have a mandatory retirement age for all employees? Yes__ No__
4. Do your company advertisements contain a written statement that you are an Affirmative Action/Equal Opportunity Employer? Yes__ No__	10. If your company has 50 or more employees, have you provided at least two (2) hours of sexual harassment training to all of your supervisors? Yes__ No__ NA__
5. Do you notify the Ct. State Employment Service of all employment openings with your company? Yes__ No__	11. If your company has apprenticeship programs, do they meet the Affirmative Action/Equal Employment Opportunity requirements of the apprenticeship standards of the Ct. Dept. of Labor? Yes__ No__ NA__



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6. Does your company have a collective bargaining agreement with workers? Yes__ No__ 6a. If yes, do the collective bargaining agreements contain non-discrimination clauses covering all workers? Yes__ No__ 6b. Have you notified each union in writing of your commitments under the nondiscrimination requirements of contracts with the state of Ct? Yes__ No__	12. Does your company have a written affirmative action Plan? Yes__ No__ If no, please explain. 13. Is there a person in your company who is responsible for equal employment opportunity? Yes__ No__ If yes, give name and phone number. _____ _____
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PART III - BIDDER SUBCONTRACTING PRACTICES

1. Will the work of this contract include subcontractors or suppliers? Yes__ No__ 1a. If yes, please list all subcontractors and suppliers and report if they are a small contractor and/or a minority business enterprise. (defined on page 1 / use additional sheet if necessary) 1b. Will the work of this contract require additional subcontractors or suppliers other than those identified in 1a. above? Yes__ No__

PART IV - BIDDER EMPLOYMENT INFORMATION

DATE: _____

JOB CATEGORY	OVERALL TOTALS	WHITE (not of Hispanic origin)		BLACK (not of Hispanic origin)		HISPANIC		ASIAN or PACIFIC ISLANDER		AMERICAN INDIAN or ALASKAN NATIVE	
		Male	Female	Male	Female	Male	Female	Male	Female	Male	Female
Management											
Business & Financial Ops											
Computer Specialists											
Architecture/Engineering											
Office & Admin Support											
Bldg/ Grounds Cleaning/Maintenance											
Construction & Extraction											
Installation , Maintenance & Repair											
Material Moving Workers											
TOTALS ABOVE											
Total One Year Ago											
FORMAL ON THE JOB TRAINEES (ENTER FIGURES FOR THE SAME CATEGORIES AS ARE SHOWN ABOVE)											
Apprentices											
Trainees											



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PART V - BIDDER HIRING AND RECRUITMENT PRACTICES

1. Which of the following recruitment sources are used by you? (Check yes or no, and report percent used)				2. Check (X) any of the below listed requirements that you use as a hiring qualification (X)		3. Describe below any other practices or actions that you take which show that you hire, train, and promote employees without discrimination
SOURCE	YES	NO	% of applicants provided by source			
State Employment Service				Work Experience		
Private Employment Agencies				Ability to Speak or Write English		
Schools and Colleges				Written Tests		
Newspaper Advertisement				High School Diploma		
Walk Ins				College Degree		
Present Employees				Union Membership		
Labor Organizations				Personal Recommendation		
Minority/Community Organizations				Height or Weight		
Others (please identify)				Car Ownership		
				Arrest Record		
				Wage Garnishments		

Certification (Read this form and check your statements on it CAREFULLY before signing). I certify that the statements made by me on this BIDDER CONTRACT COMPLIANCE MONITORING REPORT are complete and true to the best of my knowledge and belief, and are made in good faith. I understand that if I knowingly make any misstatements of facts, I am subject to be declared in non-compliance with Section 4a-60, 4a-60a, and related sections of the CONN. GEN. STAT.

(Signature)	(Title)	(Date Signed)	(Telephone)
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1. Bidders must supply their earliest guaranteed delivery time (A.R.O.) and be specific.
2. 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.
3. Bidders must be able, at the State's option, to demonstrate any/all proposed hardware/software products. Any required benchmark demonstration must be provided at a site approved by the State and without cost to the State.
4. Bidders must certify that their bid is good for the term of the contract award.
5. 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.
6. 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.
7. Notwithstanding any provision or language in this contract to the contrary, the Chief Information Officer may terminate this contract whenever he/she determines in his/her sole discretion that such termination is in the best interests of the State. Any such termination shall be effected by delivery to the Contractor of a written notice of termination. The notice of termination shall be sent by registered mail to the Contractor address furnished to the State for purposes of correspondence or by hand delivery. Upon receipt of such notice, the Contractor shall both immediately discontinue all services affected (unless the notice directs otherwise) and deliver to the State all data, drawings, specifications, reports, estimates, summaries, and such other information and materials as may have been accumulated by the Contractor in performing his duties under this contract, whether completed or in progress. All such documents, information, and materials shall become the property of the State. In the event of such termination, the Contractor shall be entitled to reasonable compensation as determined by the Chief Information Officer of the Department of Information Technology, however, no compensation for lost profits shall be allowed.
- 8. TANGIBLE PERSONAL PROPERTY PROVISION**

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

- (1) The Contractor and its Affiliates shall collect and remit to the State of Connecticut, Department of Revenue Services, on behalf of its customers any Connecticut use tax due under the provisions of Chapter 219 of the Connecticut General Statutes for items of tangible personal property sold by the Contractor or by any of its Affiliates in the same manner as if the Contractor and such Affiliates were engaged in the business



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of selling tangible personal property for use in Connecticut and had sufficient nexus under the provisions of Chapter 219 to be required to collect Connecticut use tax;

- (2) A customer's payment of a use tax to the Contractor or its Affiliates relieves the customer of liability for the use tax;
- (3) The Contractor and its Affiliates shall remit all use taxes they collect from customers no later than the last day of the month of the calendar quarter that follows the effective date of this Agreement or the last day of the tax collection period during which the tax was collected, whichever is later. Notwithstanding the previous sentence, if the Agreement provides for an earlier date, then that earlier date shall control;
- (4) The Contractor and its Affiliates are not liable for use tax billed by them but not paid to them by a customer; and
- (5) If the Contractor or its Affiliates fail to remit use taxes collected on behalf of their customers by the date required above, then they shall be subject to the interest and penalties provided for persons required to collect sales tax under Chapter 219 of the Connecticut General Statutes.

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

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

9. Bidders cannot substitute for a manufacturer's installed components.

10. Bidders must list maintenance cost for hardware and software, if applicable. In describing your company's maintenance plans include: location of support center, guaranteed response times and any related escalation procedures. Any award for said maintenance would be at the option of the state.

11. Bidder awards normally are made utilizing the Purchasing Division STANDARD BID AND CONTRACT TERMS AND CONDITIONS (SP7A) or as specifically amended by the Special Bid and Contract Terms and Conditions contained herein. If other than the aforementioned terms and conditions are to be utilized, i.e. an existing agreement or other specifically negotiated terms and conditions they must be clearly stated in the bid. The State reserves the right to reject any bid that does not comply with the State's contractual requirements.



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12. LICENSE OF PRODUCTS

a. Subject to the terms and conditions of this Invitation to Bid and receipt of a State Purchase Order, Supplier shall license and furnish to a Department the Product and Services referred to in the Invitation to Bid. Any such license shall be nonexclusive and nontransferable. Such State Purchase Order shall contain, as a minimum, the following information:

- 1) Department Installation Site and Contact Person;
- 2) Desired Delivery Date;
- 3) Identity of this Agreement by Reference Number and Product Schedule;
- 4) Product Number, Description and Quantity;
- 5) License Term, Applicable Rate and Quantity Extensions;
- 6) Installation and Other One-Time Charge Rate(s) (If Applicable); and
- 7) Desired Maintenance and/or Support and Rate (If Applicable).

b. A Department is authorized to use any licensed software Product to develop and/or enhance said Department's systems, in the pursuit of its own business interests.

c. A Department may use the licensed software Product on designated PU(s) or Site(s) provided, however, Department shall, at its sole option be able to move or re-assign such Product at no charge.

d. Department may make a maximum of two (2) copies of each licensed software Product and a maximum of two (2) copies of the user manuals/documentation and supporting materials for each software Product. The Department shall maintain an accurate record of the location of such copies at all time and such record shall be available to Supplier. All such copies shall be subject to the terms and conditions of this Agreement.

e. Upon Customer receipt of ninety (90) days' prior written notice, Supplier may update any pricing effective July 1 of any Customer fiscal year, provided: (1) no Product license, or related service, rate is increased within the first full year of any Product license, and (2) any such resultant price increase shall not exceed the lesser of five percent (5%) or the Consumer Price Index in any State of Connecticut fiscal year. In no case shall any such increase exceed Supplier's published prices then applicable to local governments and other states. Customer shall provide Supplier written acknowledgement, for Supplier's records, of such received amendment.

f. Products ordered prior to the effective date of any pricing increase shall be protected from license rate increase during their license terms.

g. Supplier shall provide Customer with a discount on any pricing according to Supplier's discount policy in effect when an order is placed or according to the discount shown on the ITB response Bid Schedule, whichever is greater.

13. DEPARTMENT TRAINING

Supplier shall provide such pre-installation and post-installation Product compatibility system surveys, consultation, reference manuals and on-site operational training as to facilitate proper installation and operation of



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all Products. Additional Supplier assistance, if requested by a Department, shall be furnished at Department expense at the then applicable Supplier prices for such services as stated in the applicable Purchase Order.

14. DELIVERY, INSTALLATION & DEINSTALLATION

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

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

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

15. CONFIDENTIALITY; NONDISCLOSURE

a. A Department shall exercise at least the same degree of care to safeguard any license software Product as a Department does its own property of a similar nature and shall take reasonable steps to assure that neither the Product nor any part thereof received by Department under this Agreement shall be disclosed for other than its own business interests. Such prohibition on disclosures shall not apply to disclosures by a Department to its employees or its representatives, provided such disclosures are reasonably necessary to Department's use of the Product, and provided further that Department shall take all reasonable steps to insure that the Product is not disclosed by such parties in contravention of this Agreement.

b. A Department shall use any license software Product only in the pursuit of its own business interests. Customer shall not sell, lease, license or otherwise transfer with or without consideration, any such Product to any third party (other than those nondesignated third parties that have need to know and agree to abide by the terms of this Section 10.) or permit any third party to reproduce or copy or otherwise use such Product. Customer will not create derivative works, translate, reverse engineer or decompile the Product software, in whole or in part, nor create or attempt to create, by reverse engineering or disassembling of the design, algorithms or other proprietary trade secrets of the source code version of the Product software.

c. Supplier hereby agrees that:

- 1) All Department information exposed or made available to Supplier or its representatives shall be considered confidential and handled as such.
- 2) Any such Department information is not to be removed, altered, or disclosed to others in whole or in part by Supplier and its representatives.
- 3) All Department security procedures shall be adhered to by Supplier and its representatives.

It is expressly understood and agreed that the obligations of this Section 15. shall survive the termination of this Agreement.



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16. MAINTENANCE & SUPPORT

a. After acceptance of any Product by a Department and subject to the terms, conditions, and charges set forth in this Agreement, Supplier represents and warrants that maintenance and support services for any Product shall be provided to a Department as follows:

- 1) Supplier shall provide such reasonable and competent assistance as necessary to cause the Product to perform in accordance with applicable portions of the Specifications; and
- 2) Supplier shall provide Improvements which may be available to Supplier to any Product; and
- 3) Supplier shall update any Product, if and as required, to cause it to operate under new versions or releases of the operating system(s) specified in the Attachment.

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

c. Supplier shall maintain sufficient and competent Product support services staff, replacement products and ancillary products to satisfy the Supplier obligations specified herein for any Product.

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

e. If any Product becomes not usable due to the computer manufacturer's release and the installation of (1) a new PU operating system or (2) an updated version of the present PU operating system or (3) a change to the present PU operating system and the Supplier is unable to provide changes to the Product to cause it to operate according to Specifications within thirty (30) days of written notification by a Department to Supplier of such failure to operate, any such Product so affected shall have its paid maintenance and support period, periodic-payment license period or limited term license period extended an additional period of time equal to the period of time the Product was not usable. If, after the expiration of thirty (30) days from the date of said notification, the Product remains not usable, then the applicable license may be terminated at the option of said Department without further obligation or liability.

f. Supplier shall typically respond to a Department's telephone requests for technical support relative to any installed Product within two (2) hours of such requests during Department weekday working hours (8:00 A.M. to 5:00 P.M., Eastern time). Failure to provide reasonable and competent telephone assistance, the Customer's sole determination, within the two (2) hour period shall entitle said Department to either credit or reimbursement against the applicable Product invoice in regard to a nonperpetual license in the amount of ten percent (10%) of the Supplier's current license fee for each succeeding two (2) hour period that said reasonable and competent assistance is not provided by Supplier. For a perpetual license, the amount shall be 1/6 times the related Product Schedule annual maintenance and support charge, or two (2) times the related Product Schedule monthly maintenance and support charge, as the case may be, whether payable or not by a Department, for each succeeding two (2) hour period that said reasonable and competent assistance is not provided by Supplier.

17. WARRANTIES

a. Supplier hereby warrants its ownership and/or marketing rights to the Products. Unless stated otherwise in an Attachment, Supplier hereby warrants that a Product installed by Supplier, or installed by a Department in accordance with Supplier's instructions, shall function according to the Specifications on the Acceptance Date for such Product, and that Supplier shall modify and/or replace such Product as necessary to maintain ongoing Product



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reliability according to Section 16. MAINTENANCE & SUPPORT. This latter warranty shall not apply to any Product deficiency caused by maintenance by a person other than the Supplier or its representative.

b. If the ongoing performance of a Product does not conform to the Section 16. MAINTENANCE & SUPPORT provisions of this Agreement, a Department shall give Supplier written notice of performance deficiencies. Supplier shall then have not more than a ten (10) calendar day cumulative cure period per twelve (12) month period to correct such deficiencies. If the cumulative number of days in a twelve (12) month period is exceeded, and said performance continues to be in nonconformance with said Section 14., the Supplier shall be in default of this Agreement and the Customer at its option may thereupon:

- 1) request Supplier to replace said Product or service resource at Supplier's expense with a functional Product or competent service.
- 2) terminate the Product license or service without Department penalty, further obligation or financial liability. In the event of such termination, the Department shall be entitled to a refund according to the following schedule:

Termination of a lump-sum payment perpetual license

Period license of terminated Product has been in effect starting with Acceptance Date:

- 1st - 12th month - 75% of license fee paid to be refunded
- 13th - 24th month - 50% of license fee paid to be refunded
- 25th - 36th month - 25% of license fee paid to be refunded
- 37th month and over - No refund

Termination of associated services or a periodic payment license or a lump-sum payment nonperpetual license

Fee paid by a Department applicable to the period following default shall be refunded to the Department.

c. The Supplier neither excludes nor modifies the implied warranties of merchantability and fitness for a particular purpose concerning the Products and services offered under the terms and conditions of this Agreement.



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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:** Any office, department, board, council, commission, institution or other agency of the State.
 - (b) **Alternate Bids:** Bids submitted in addition to the bidder's primary response to the invitation to bid. Such bids are intended to act as an alternative to the primary bid or be exchanged for, take the place of, replace or substitute for the primary bid should such primary bid be rejected.
 - (c) **Bid:** An offer submitted in response to an Invitation to Bid.
 - (d) **Bidder:** As defined in Section 4a-50, Chapter 58 of the Connecticut General Statutes, and as it may be modified, a person, firm or corporation submitting a competitive bid in response to a solicitation.
 - (e) **Bidder Parties:** A Bidder's members, directors, officers, shareholders, partners, managers, principal officers, representatives, agents, servants, consultants, employees or any one of them or any other person or entity with whom the Bidder is in privity of oral or written contract and the Bidder intends for such other person or entity to perform under the Contract in any capacity.
 - (f) **Cancellation:** An end to the Contract effected pursuant to a right which the Contract creates due to a breach.
 - (g) **Claims:** All actions, suits, claims, demands, investigations and proceedings of any kind, open, pending or threatened, whether mature, unmaturing, contingent, known or unknown, at law or in equity, in any forum.
 - (h) **Conditional Bid:** Bid that substantially limits or modifies any of the terms and conditions, specifications or requirements of the invitation to bid.
 - (i) **Contract:** The agreement, as of its effective date, between the Bidder and DOIT for any, or all, Systems, Systems Properties or ALL IP Rights, and any associated services, at the Bid price. The Contract shall include the Invitation to Bid and the Bid.
 - (j) **Contractor:** A Bidder who accepts or who is deemed to have accepted a Contract.
 - (k) **Contractor Parties:** A Contractor's members, directors, officers, shareholders, partners, managers, principal officers, representatives, agents, servants, consultants, employees or any one of them or any other person or entity with whom the Contractor is in privity of oral or written contract and the Contractor intends for such other person or entity to perform under the Contract in any capacity.
 - (l) **Business Day:** Unless otherwise specifically noted, all calendar days other than Saturdays, Sundays and days designated as national or State of Connecticut holidays.
 - (m) **Expiration:** An end to the Contract due to the completion in full of the mutual performances of the parties or due to the Contract's term being completed.
 - (n) **Information Systems:** As defined in Title 4d, Chapter 61 of the Connecticut General Statutes, and as it may be modified, the combination of data processing hardware and software in the collection, processing and distribution of data to and from interactive computer-based systems to meet informational needs.
 - (o) **Invitation to Bid:** The document through which DOIT solicits sealed competitive Bids for any, or all, Systems and associated services through particular Specifications. The Invitation to Bid shall include these Terms and Conditions, the Specifications and all such other documents that DOIT deems it to be appropriate to include in the solicitation.
 - (p) **Lowest Responsible Qualified Bidder:** As defined in Title 4a, Chapter 58 of the Connecticut General Statutes, and as it may be modified, the Bidder whose Bid is the lowest of those Bidders possessing the skill, ability and integrity necessary to faithful performance of the work based on objective criteria set forth in the Invitation to Bid and considering past performance and financial responsibility.
 - (q) **Multiple Bids:** More than one Bid submitted in response to the same invitation to bid by the same bidder, whether on a separate bid form or attached to the initial bid form. Such bids are intended to be separate and distinct from each other and are meant to be evaluated as individual bids without reference to any other bid.
 - (r) **Records:** All working papers and such other information and materials as may have been accumulated by the Contractor in performing the Contract, including but not limited to, documents, data, plans, books, computations, drawings, specifications, notes, reports, records, estimates, summaries and correspondence, kept or stored in any form.
 - (s) **State:** The State of Connecticut.
 - (t) **Systems:** Information Systems and Telecommunication Systems, or separately as the context may require.
 - (u) **Systems Properties:** Records, source and object programs, documentation, specifications, modifications, designs, models, intellectual property rights, all ideas, concepts, know-how, expressions, and methodologies developed or initially conceived jointly or individually by the parties and the right to obtain and hold patents, copyrights, registrations and other similar protections.
 - (v) **Telecommunication Systems:** As defined in Title 4d, Chapter 61 of the Connecticut General Statutes, and as it may be modified, the telephone equipment and transmission facilities, either alone or in combination with Information Systems, for the electronic distribution of all forms of information, including voice, data and images.
 - (w) **Termination:** An end to the Contract effected pursuant to a right which the Contract creates, other than for a breach.
- 2. Bid Submission Process.** Bidders must submit Bids on and in accordance with DOIT forms. DOIT will not accept Telephone or facsimile Bids under any circumstances. The Invitation to Bid sets forth the time and date that DOIT will open Bids. DOIT will not consider Bids arriving after the specified time and date. Bidders must submit Bids in a sealed package to DOIT at such address as the Invitation to Bid specifies. The outside of sealed Bid package must clearly indicate the Invitation to Bid number as well as the date and time of the opening of the Bids. The name and address of the Bidder should appear in the upper left-hand corner of the Bid package. Bids may be submitted for



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BID NUMBER 07ITZ0083
Purchasing Contact: Elizabeth Basso
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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 Responsive Qualified Bidder, in accordance with the factors set forth in 4a-59 of the Connecticut General Statutes, in the corresponding regulations and in the Invitation to Bid. Past performance, financial responsibility, the quality of the Systems to be supplied, their conformity with Specifications, their suitability to the requirements of the State, the delivery terms and administrative costs to the State shall always be factors in making contract awards.

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

16. Effective Date. The Contract shall be deemed to exist and be effective from the time that the Bidder accepts DOIT's Contract award



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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;

- Terminated or Cancelled in accordance with these Terms and Conditions; or
- 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.
- 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.

- 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.
- 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.
- 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.
- 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.
- For breach or violation of any of the provisions in the section of these Terms and Conditions concerning Representations and
- Warranties, the State may Cancel the Contract in accordance with its terms and revoke any consents to assignments given as if the



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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.



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- 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:

- Perform fully under the Contract, the Invitation to Bid and the Bid in accordance with their terms.
- 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;
- 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;
- With respect to the provision of services, pay for all permits, licenses and fees and give all required or appropriate notices;
- 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
- Neither disclaim, exclude nor modify the implied warranties of fitness for a particular purpose or of merchantability.

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

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

34. Delivery.

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

described, it shall be understood that all equipment and appurtenances, which are usually provided in the manufacturer's stock model, shall be furnished.

- (b) Delivery shall be made as ordered and in accordance with the Invitation to Bid. Unless otherwise specified in the Invitation to Bid, delivery shall be to a loading dock or receiving platform. The Contractor or Contractor's shipping designee shall be responsible for removal of Systems from the carrier and placement on the agency loading dock or receiving platform. State receiving personnel are not required to assist in this process. The decision of the CIO as to reasonable compliance with delivery terms shall be final and binding. The burden of proof of proper receipt of the order shall rest with the Contractor.
- (c) In order for the time of delivery to be extended, DOIT must first approve a request for extension from the time specified in the Contract, such extension applying only to the particular item or shipment.
- (d) Systems shall be securely and properly packed for shipment, according to accepted standard commercial practice, without extra charge for packing cases, baling or sacks. The containers shall remain the property of the State unless otherwise stated in the Bid.
- (e) All risk of loss and damage to the Systems and Systems Properties transfers to the State upon Title vesting in the State.

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

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

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

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

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

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



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- 41. Representations and Warranties.** The Contractor, and the Bidder, as appropriate, represent and warrant to the State for itself and Contractor Parties and Bidder Parties, as appropriate, that:
- (a) if they are entities, they are duly and validly existing under the laws of its state of organization and authorized to conduct business in the State of Connecticut in the manner contemplated by the Contract. Further, as appropriate, they have taken all necessary action to authorize the execution, delivery and performance of the Bid and the Contract and have the power and authority to execute, deliver and perform their obligations under the Contract;
 - (b) they will comply with all applicable State and Federal laws and municipal ordinances in satisfying their obligations to the State under and pursuant to the Contract, including, but not limited to (1) Connecticut General Statutes Title 1, Chapter 10, concerning the State's Codes of Ethics and (2) Titles 4a and 4d concerning State purchasing, including, but not limited to Sections 4a-60 and 4a-60a, concerning nondiscrimination, 22a-194a concerning the use of polystyrene foam, 4d-32 concerning subcontracts, 4d-34 concerning ownership rights and integrity of public records, 4d-35 concerning applicability of the Connecticut Freedom of Information Act, 4d-36 concerning nondisclosure of public records, 4d-37 concerning prohibition on selling, marketing or profiting from public records and 4d-38 concerning notice to DOIT for violation of certain laws.
 - (c) the execution, delivery and performance of the Contract will not violate, be in conflict with, result in a breach of or constitute (with or without due notice and/or lapse of time) a default under any of the following, as applicable: (1) any provision of law; (2) any order of any court or any Agencies; or (3) any indenture, agreement, document or other instrument to which it is a party or by which it may be bound;
 - (d) they are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal or state department or agency;
 - (e) as applicable, they have not, within the three years preceding the Contract, in any of their current or former jobs, been convicted of, or had a civil judgment rendered against them or against any person who would perform under the Contract, for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, state or local) transaction or contract. This includes, but is not limited to, violation of Federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
 - (f) they are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, state or local) with commission of any of the offenses listed above;
 - (g) they have not within the three years preceding the Contract had one or more public transactions (Federal, state or local) cancelled for cause or breach;
 - (h) they have not employed or retained any entity or person, other than a bona fide employee working solely for them, to solicit or secure the Contract and that they have not paid or agreed to pay any entity or person, other than a bona fide employee working solely for them, any fee, commission, percentage, brokerage fee, gifts, or any other consideration contingent upon or resulting from the award or making of the Contract or any assignments made in accordance with the terms of the Contract;
 - (i) to the best of their knowledge, there are no Claims involving the Bidder, Bidder Parties, Contractor or Contractor Parties that might reasonably be expected to materially adversely affect their businesses, operations, assets, properties, financial stability, business prospects or ability to perform fully under the Contract;
 - (j) they shall disclose annually on the anniversary date of the effective date of the Contract, any and all Claims involving the Contractor or Contractor Parties that might reasonably be expected to materially adversely affect their businesses, operations, assets, properties, financial stability, business prospects or ability to perform fully under the Contract;
 - (k) its participation in the Invitation to Bid process is not a conflict of interest or a breach of ethics under the provisions of Title 1, Chapter 10 of the Connecticut General Statutes concerning the State code of ethics;
 - (l) the Bid is not made in connection or concert with any other person, entity or Bidder, including any affiliate of the Bidder, submitting a Bid for the same Systems, and is in all respects fair and without collusion or fraud;
 - (m) it has not participated in any communications concerning the Invitation to Bid with any person or entity who submits a Bid, including, but not limited to, any manufacturers and/or dealers;
 - (n) it is able to perform under the Contract using its own resources or the resources of a party who is not a Bidder;
 - (o) each Systems or each developed, modified or remediated Systems delivered under the Contract shall: (1) accurately assess, present or process date and time data (including, but not limited to, management, manipulation, processing, comparing, sequencing and other use of date data, including single and multi-century formulae and leap years) from, into and between the twentieth and twenty-first centuries, and the years 1999 and 2000 and leap year calculations; (2) properly exchange date and time data when used in combination with other Systems; and (3) perform as a System, if so stipulated in the Contract;
 - (p) it shall obtain in a written contract all of the representations and warranties in this section from any subcontractor that it contracts with in connection with the Contract and to require that provision to be included in any lower tier subcontracts and purchase orders;
 - (q) it has paid all applicable workers' compensation second injury fund assessments concerning all previous work done in Connecticut;
 - (r) it has a record of compliance with Occupational Health and Safety Administration regulations without any unabated, willful or serious violations;
 - (s) it owes no unemployment compensation contributions;
 - (t) it is not delinquent in the payment of any taxes owed, or that it has filed a sales tax security bond, and it has, if and as applicable, filed for motor carrier road tax stickers and has paid all outstanding road taxes;
 - (u) all of its vehicles have current registrations and, unless such vehicles are no longer in service, it shall not allow any such registrations to lapse;
 - (v) each Contractor Party or Bidder Party has vested in the Contractor and Bidder plenary authority to bind them to the extent necessary or appropriate in any agreement with the State in accordance with these representations and warranties and that they shall also provide, no later than fifteen (days) days after receiving a request from DOIT, such information as DOIT may require to evidence, in the State's sole determination, compliance with this section;
 - (w) it shall afford the State the lowest rates available for the Systems and any associated services and shall provide an annual written statement that it has complied with such representation and warranty;



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- (x) except to the extent modified or abrogated in the Specifications, all ownership, title, licenses, rights and interest (including, but not limited to, perpetual use) (collectively, "Title") of and to the Systems and Systems Properties shall pass to the State upon complete installation, testing and acceptance of the Systems and associated services and payment by the State;
- (y) if either party Terminates or Cancels the Contract, for any reason, the Contractor shall relinquish to the State all Title to the Systems and Systems Properties delivered, accepted and paid for (except to the extent any invoiced amount is disputed) by the State;
- (z) with regard to third party products provided with the Systems, and Systems Properties, the Contractor shall transfer all licenses which it is permitted to transfer in accordance with the applicable third party license;
- (aa) the Contractor shall not copyright, register, distribute or claim any rights in or to the Systems and Systems Properties after the effective date of the Contract without DOIT's prior written consent;
- (bb) it either owns or has the authority to use all Title of and to the Systems, Systems Properties and that such Title is not the subject of any encumbrances, liens or claims of ownership by any third party;
- (cc) the Systems and Systems Properties do not infringe or misappropriate any patent, trade secret or other intellectual property right of a third Party;
- (dd) the State's use of any Systems and Systems Properties shall not infringe or misappropriate any patent, trade secret or other intellectual property right of a third Party;
- (ee) if the Contractor procures any Systems, Systems Properties Rights, the Contractor shall sub-license such Systems, Systems Properties and that the State shall be afforded the full benefits of any manufacturer or subcontractor licenses for the use of the Systems and Systems Properties;
- (ff) the Contractor shall disclose to DOIT all software license and software escrow agreements that it has with any manufacturers or Contractor Parties; and
- (gg) the Contractor shall assign or otherwise transfer to DOIT, or afford DOIT the full benefits of any manufacturer's warranty for the Systems, Systems Properties and All IP Rights, to the extent that such warranties are assignable or otherwise transferable to DOIT.

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

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

44. Entirety of Contract. The Contract is the entire agreement between the parties with respect to the its subject matter, and supersedes all prior agreements, proposals, offers, counteroffers and understandings of the parties, whether written or oral. No alteration, modification or interpretation of the Contract shall be valid or binding

unless in writing and signed by both parties. The Contract has been entered into after full investigation, neither party relying upon any statement or representation by the other unless such statement or representation is specifically embodied in the Contract.

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

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

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

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

(1) The contractor agrees and warrants that in the performance of the contract such contractor will not discriminate or permit discrimination against any person or group of persons on the grounds of race, color, religious creed, age, marital status, national origin, ancestry, sex, mental retardation or physical disability, including, but not limited to, blindness, unless it is shown by such contractor that such disability prevents performance of the work involved, in any manner prohibited by the laws of the United States or of the state of Connecticut. The contractor further agrees to take affirmative action to insure that applicants with job-related qualifications are employed and that employees are treated when employed without regard to their race, color, religious creed, age, marital status, national origin, ancestry, sex, mental retardation, or physical disability, including, but not limited to, blindness, unless it is shown by such contractor that such disability prevents performance of the work involved; (2) the contractor agrees, in all solicitations or advertisements for employees placed by or on behalf of the contractor, to state that it is an "affirmative action-equal opportunity employer" in accordance with regulations adopted by the commission; (3) the contractor agrees to provide each labor union or representative of workers with which such contractor has a collective bargaining agreement or other contract or understanding and each vendor with which such contractor has a contract or understanding, a notice to be provided by the commission advising the labor union or workers' representative of the contractor's commitments under this section, and to post copies of the notice in conspicuous places available to employees and applicants for employment; (4) the contractor agrees to comply with each provision of this section and sections 46a-68e and 46a-68f and with each regulation or relevant order issued by said commission pursuant to sections 46a-56, 46a-68e and 46a-68f; (5) the contractor agrees to provide the Commission on Human Rights and Opportunities with such information requested by the commission, and permit access to pertinent books, records and accounts, concerning the employment practices and procedures of the contractor as relate to the provisions of this section and section 46a-56.



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(b) If the contract is a public works contract, the contractor agrees and warrants that he will make good faith efforts to employ minority business enterprises as subcontractors and suppliers of materials on such public works project.

(c) "Minority business enterprise" means any small contractor or supplier of materials fifty-one per cent or more of the capital stock, if any, or assets of which is owned by a person or persons: (1) Who are active in the daily affairs of the enterprise, (2) who have the power to direct the management and policies of the enterprise and (3) who are members of a minority, as such term is defined in subsection (a) of section 32-9n; and "good faith" means that degree of diligence which a reasonable person would exercise in the performance of legal duties and obligations. "Good faith efforts" shall include, but not be limited to, those reasonable initial efforts necessary to comply with statutory or regulatory requirements and additional or substituted efforts when it is determined that such initial efforts will not be sufficient to comply with such requirements.

(d) Determination of the contractor's good faith efforts shall include but shall not be limited to the following factors: The contractor's employment and subcontracting policies, patterns and practices; affirmative advertising, recruitment and training; technical assistance activities and such other reasonable activities or efforts as the commission may prescribe that are designed to ensure the participation of minority business enterprises in public works projects.

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

(f) The contractor shall include the provisions of section A above in every subcontract or purchase order entered into in order to fulfill any obligation of a contract with the state and such provisions shall be binding on a subcontractor, vendor or manufacturer unless exempted by regulations or orders of the commission. The contractor shall take such action with respect to any such subcontract or purchase order as the commission may direct as a means of enforcing such provisions including sanctions for noncompliance in accordance with section 46a-56; provided, if such contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the commission, the contractor may request the state of Connecticut to enter into any such litigation or negotiation prior thereto to protect the interests of the state and the state may so enter.

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

(1) The contractor agrees and warrants that in the performance of the contract such contractor will not discriminate or permit discrimination against any person or group of persons on the grounds of sexual orientation, in any manner prohibited by the laws of the United States or of the state of Connecticut, and that employees are treated when employed without regard to their sexual orientation;

(2) the contractor agrees to provide each labor union or representative of workers with which such contractor has a collective bargaining agreement or other contract or understanding and each vendor with which such contractor has a contract or understanding, a notice to be provided by the Commission on Human Rights and Opportunities advising the labor union or workers' representative of the contractor's commitments under this section, and to post copies of the notice in conspicuous places available to employees and applicants for employment; (3) the contractor agrees to comply with each provision of this section and with each regulation or relevant order issued by said commission pursuant to section 46a-56; (4) the contractor agrees to provide the Commission on Human Rights and Opportunities with such information requested by the commission, and permit access to pertinent books, records and accounts, concerning the employment

practices and procedures of the contractor which relate to the provisions of this section and section 46a-56.

(h) The contractor shall include the provisions of section G above in every subcontract or purchase order entered into in order to fulfill any obligation of a contract with the state and such provisions shall be binding on a subcontractor, vendor or manufacturer unless exempted by regulations or orders of the commission. The contractor shall take such action with respect to any such subcontract or purchase order as the commission may direct as a means of enforcing such provisions including sanctions for noncompliance in accordance with section 46a-56; provided, if such contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the commission, the contractor may request the state of Connecticut to enter into any such litigation or negotiation prior thereto to protect the interests of the state and the state may so enter.

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

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

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

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

52. Contractor Changes. The Contractor shall notify DOIT in writing of any change in its certificate of incorporation, a change in more than a controlling interest in the ownership of the Contractor or a change in the individual(s) in charge of the performance to be completed under the Contract. This change shall not relieve the Contractor of any responsibility for the accuracy and completeness of the performance. DOIT, after receiving written notice by the Contractor of any such change, may require such agreements, releases and other instruments



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evidencing, to DOIT's satisfaction, that any individuals retiring or otherwise separating from the Contractor have been compensated in full or that provision has been made for compensation in full, for all work performed under terms of the Contract. The Contractor shall deliver such documents to DOIT in accordance with the terms of DOIT's written request. DOIT may also require, and the Contractor shall deliver, a financial statement showing that solvency of the Contractor is maintained. The death of any Contractor Party, as applicable, shall not release the Contractor from the obligation to perform under the Contract; the surviving Contractor Parties, as appropriate, must continue to perform under the Contract until it is fully performed.

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

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

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

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

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

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

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

59. Severability. If any term or provision of the Contract or its application to any person, entity or circumstance shall, to any extent,

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

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

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

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

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

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



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

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

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

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

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

This section is set forth here only for purposes of providing notice of the requirements of the Act. Accordingly, it is neither intended nor should it be interpreted nor relied upon to be a complete and full

reiteration of the Act's contents. Any interpretation or understanding of the Act's requirements or content by any party must come only from reading the full text of the Act itself.

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

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

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

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

The parties shall follow the following applicable and respective procedures in order to ensure the orderly transfer to the State of:

- (1) such facilities and equipment: N/A;
- (2) all software created or modified pursuant to the Contract, subcontract or amendment: N/A; and
- (3) all public records, as defined in Conn. Gen. Stat. §4d-33, which the Contractor or Contractor Parties possess or create pursuant to the Contract, subcontract or amendment: N/A,

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

70. Campaign Contribution 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



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

BID NUMBER 07ITZ0083
Purchasing Contact: Elizabeth Basso
E-mail Address: Elizabeth.basso@ct.gov
Fax: (860) 610-0857

STANDARD BID/CONTRACT TERMS AND CONDITIONS

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.

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

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

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

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

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

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

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

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

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

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



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

BID NUMBER 07ITZ0083
Purchasing Contact: Elizabeth Basso, PSO II
E-mail Address: elizabeth.basso@ct.gov
Fax: (860) 610-0857

BIDDER'S CHECKLIST

Read, review, and check-off each action as it is completed.

BIDDER'S RESPONSE PACKAGE All original bid forms must be prepared in INK or TYPEWRITTEN, *filled-out completely and returned* regardless if the information has been submitted in prior bids or bid may be disqualified.

- ☐ SP-26 Bid Proposal – This form **must have an original signature** of a duly authorized representative of the company. *Unsigned bids are automatically rejected.*
- ☐ SP-16 Bid Schedule:
 - ▶ Bidder's name must be in the upper right corner of ALL Bid Schedule Pages (typed or printed).
 - ▶ Complete the delivery section – A.R.O. (be specific). Do NOT use: “as ordered” or “as required.”
 - ▶ The payment terms are Net 45 Days (*Bidder may offer cash discounts for prompt payment*). Net Terms for periods less than 45 days (i.e. Net 30) are subject to rejection. *Exception:* State of CT Small Business Set-Aside bid payment terms shall be in accordance with CGS 32-9h.
 - ▶ The price extensions and totals have been reviewed and verified. In case of discrepancy between unit prices and total prices, the unit price will govern the bid evaluation.
 - ▶ Any errors, alterations, corrections, whiteouts, or erasures must be initialed. Changes not initialed result in automatic bid rejection.
- ☐ Bidder Specifications – All technical or descriptive material, drawing, sample, format, or disc that are required with the bid.
- ☐ SP-14 Bidder Qualifications – Each section must be completed (if not applicable, note “N/A”) and **must be signed** by an authorized representative of the company.
- ☐ SP-34 Contract Compliance Regulations (CHRO) – The last 2 pages must be completed, signed, and submitted with each bid regardless of the number of employees (*even if the company is family owned and/or operated*) or the bid may be rejected.

IF REQUESTED INCLUDE:

- ☐ SP-18 Addendum – any addendum to the bid must be signed (insert before SP-26).
- ☐ Set-Aside Certification – a copy of your certification from DAS (insert after specifications).
- ☐ Maintenance Vendor Guarantee Certification – must be completed and signed with the bid.
- ☐ ANY additional items that are listed in the bid schedule.

When Returning Bidder's Response Package (*WE DO NOT ACCEPT E-MAILED OR FAXED BIDS*)

- ☐ **Return** the **ORIGINAL** forms listed above with **one copy** (unless more copies are requested).
- ☐ Bidder's return mailing address **must be** in the upper left corner of the sealed bid envelope.
- ☐ Use the pre-addressed mailing label (found on SP-11, ITB) **or**
 - ▶ **Mark** your sealed bid envelope with the **Bid Number** and the **Bid Opening Date** and
 - ▶ Address it to: State of Connecticut - Department of Information Technology
Contracts & Purchasing Division, 4th Floor
101 East River Drive, East Hartford, CT 06108-3274
- ☐ Mail or hand-deliver your bid in time to be received no later than the designated opening date and time. Late bids are *not accepted* under any circumstances.
- ☐ **Do NOT return** unnecessary forms (i.e. terms & conditions, agency specifications, ABL, checklist) with your bid. It only complicates the evaluation of your bid if returned unnecessarily.

STATE OF CONNECTICUT
OFFICE OF POLICY AND MANAGEMENT
Policies and Guidelines

This form is **MANDATORY** and must be completed, signed, and returned before the Contractor's bid can be considered by the State. **NO STATE AGENCY SHALL ACCEPT A BID FOR A LARGE STATE CONSTRUCTION OR PROCUREMENT CONTRACT WITHOUT SUCH AFFIRMATION.**

AFFIRMATION OF RECEIPT OF SUMMARY OF STATE ETHICS LAWS

(Bid or Proposal)

INSTRUCTION: Contractor must sign the affirmation below, and return this form to the awarding State agency.

The undersigned duly authorized representative of the bidding Contractor affirms (1) receipt of the summary of State ethics laws (2) that key employees of such Contractor have read and understand the summary and (3) that Contractor agrees to comply with the provisions of State ethics laws.

(Please print name under signature line.)

Signature

Title

Date _____

On behalf of:

Contractor Name

Street Address

City

State

Zip

Federal Employee Identification Number
(FEIN/SSN)

This form is **MANDATORY** and must be completed, signed, and returned to the awarding State agency pursuant to Section 37 of Public Act. No. 05-287

STATE OF CONNECTICUT
OFFICE OF POLICY AND MANAGEMENT
Policies and Guidelines

This form is **MANDATORY** and must be completed, signed, and returned to the Contractor. Contractor shall be obligated to provide such affirmation to the awarding State agency in a timely manner. **FAILURE TO SUBMIT SUCH AFFIRMATIONS IN A TIMELY MANNER SHALL BE CAUSE FOR TERMINATION OF THE LARGE STATE CONSTRUCTION OR PROCUREMENT CONTRACT.**

SUBCONTRACTOR AND/OR CONSULTANT
AFFIRMATION OF RECEIPT OF SUMMARY OF STATE ETHICS LAWS

INSTRUCTION: Subcontractor(s) and/or consultant(s) must sign the affirmation below, and return this form to the Contractor. Contractor is obligated to submit such affirmation to the awarding State agency in a timely manner.

The undersigned duly authorized representative of the subcontractor or consultant affirms (1) receipt of the summary of State ethics laws, (2) that key employees of such subcontractor or consultant have read and understand the summary and (3) agrees to comply with the provisions of State ethics laws.

(Please print name under signature line.)

Signature

Title

Date

On behalf of:

Subcontractor and/or Consultant Name

Street Address

City State Zip

Federal Employee Identification Number
(FEIN/SSN)

This form is **MANDATORY** and must be completed, signed, and returned to the Contractor. Contractor shall be obligated to provide such affirmation to the awarding State agency pursuant to Section 37 of Public Act No. 05-287.

Plain Language Summary of State Ethics Laws for Current and Potential State Contractors

Note: The following is a summary of the major ethics laws and related provisions applicable to current and potential state contractors. For more detailed information or to discuss any questions you may have, contact the Office of State Ethics at (860) 566-4472.

RESTRICTIONS ON THE BENEFITS YOU MAY GIVE TO STATE PERSONNEL

GIFTS: In general, no one doing business with or seeking business from a state or quasi-public agency may give a gift to an official or employee of that agency. Connecticut's gift ban is strict, but has some exceptions. For example, under the Ethics Code, you may give: (1) food and drink up to \$50 per person per year, if the person paying, or his or her representative, is in attendance; and (2) tangible gifts up to \$10 per item up to \$50 per person per year. Also exempt are certain items such as informational materials, or plaques costing less than \$100. For a complete list of the Code's gift exceptions, consult Conn. Gen. Stat. § 1-79(e) or contact the Office of State Ethics.

IMPORTANT RECENT CHANGE IN LAW: As of July 1, 2004, gifts for "major life events," including a wedding or the birth of a child, which were previously exempt from the gift ban, are now subject to the strict gift limits outlined above if the gifts are provided by any individual or entity doing business with or seeking business from the state.

NOTE: State agencies may have stricter gift rules than the provisions of the Ethics Code (for example, an agency policy may ban all food and drink). Be sure to obtain a copy of the agency's ethics policy before you provide any benefit to an agency official/employee.

NECESSARY EXPENSES: Under the Ethics Code, you may not pay a fee or an honorarium to a state official or employee for making a speech or appearing at your organization's event. You may, however, under limited circumstances, pay the "necessary expenses" of such a state servant. These expenses are limited to: necessary travel, lodging for the nights before, or and after the speech, meals and conference fees. There may be reporting requirements attached to the giving and taking of necessary expenses, so contact the Office of State Ethics if you need more information. **NOTE:** Before providing necessary expenses, check with the state agency's ethics officer to determine if the agency allows such payments.

GIFTS TO THE STATE: The Ethics Code allows limited "gifts to the state" which facilitate state action or functions (for example, donating a piece of equipment to the agency).

NOTE: Recent legislation was passed that may impact gifts to the state. Please contact the Office of State Ethics before giving a gift to the state to determine if such donations are acceptable.

RULES ON HIRING STATE PERSONNEL

Before you hire a current or **former** state employee, you should be aware of certain provisions of the Ethics Code. First, if you are considering hiring a current state employee, especially from a state agency with which you do business or by which you are regulated, you should know the following:

A current state employee must not accept outside employment that impairs his independence of judgment regarding his state duties, or that encourages him to disclose confidential information learned in his state job. Also, a current state employee may not use his or her state position for financial gain, however inadvertent that use may be. Therefore, for example, a current state

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employee who exercises any contractual, supervisory or regulatory authority over you or your business may not be able to work for you.

Second, if you are considering hiring a **former** state employee, you should be aware of the Ethics Code's post-state employment, or revolving door, laws:

If you hire or otherwise engage the services of a former state official or employee, he or she may not represent you before his or her former agency for one year after leaving state service.

NOTE: The former State Ethics Commission established a limited exception to this provision which allows the former employee to return to his or her former agency within the one year period for the sole purpose of providing technical expertise (for example, to help implement a previously awarded contract). This is a fact-specific exception that applies in very limited circumstances: therefore, you should contact the Office of State Ethics for further assistance if you think this exception applies to you.

If a state official or employee was substantially involved in, or supervised, the negotiation or award of a contract valued at \$50,000 or more, and the contract was signed within his or her last year of state service, and you or your business was one of the parties to the contract, then you and/or your business are prohibited from hiring him or her for one year after he or she leaves state employment.

A former state official or employee can **never** represent anyone other than the state regarding a particular matter in which he or she was personally and substantially involved while in state service and in which the state has a substantial interest.

Third, there are approximately 75 state officials or employees who may not negotiate for, seek or accept employment with any business subject to regulation by their agency, and may not accept employment with such a business for one year after leaving state service. Under that section of the law, it is also illegal for a business in the industry to employ such an individual.

CONFLICT OF INTEREST RULES THAT APPLY TO YOU AS A STATE CONTRACTOR

Under Conn. Gen. Stat. §1-86e of the Ethics Code, no state contractor, including a consultant or other independent contractor, can use the authority provided under the contract, or confidential information acquired in the performance of the contract, to obtain financial gain for himself, his employee, or a member of his immediate family. Also, a state contractor cannot accept another state contract that would impair his independence of judgment in the performance of the first contract. Finally, a state contractor cannot accept anything of value based on an understanding that his actions on behalf of the state would be influenced.

It is important to call the Office of State Ethics at (860) 566-4472 to discuss the application of this law, or any of the other ethics laws, to your specific situation.

OTHER ETHICS PROVISIONS THAT MAY APPLY TO YOU

Contractors seeking large state contracts are required to execute affidavits regarding gifts and/or campaign contributions made to certain state employees or public officials in the two-year period prior to the submission of a bid or proposal. You need to check the web sites of both the Department of Administrative Services, www.das.state.ct.us, and the Office of Policy and Management, www.opm.state.ct.us, for copies of these affidavits and for other updated information regarding state contractors. Also, because the particular agency with which you wish to contract may have specific rules that you must follow, you need to check with that agency as well.

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If you or your business provides "investment services" as defined in the Code of Ethics, and you make a political contribution in connection with the Office of the Treasurer, you may be prohibited from contracting with that office. See Conn. Gen. Stat. § 1-84(n).

Finally, if you or your business spends or receives \$2,000 or more in a calendar year for activities that constitute lobbying under the Ethics Code, whether to affect legislation or the actions of an administrative state agency, then you and/or your business may have to register as a lobbyist with the Office of State Ethics, and more ethics rules will apply to you. Contact the Office of State Ethics, or review the lobbyist registration information at www.ct.gov/ethics.

Recent legislation (Public Act 05-287) prohibits anyone who is a party (or who is seeking to become a party) to a state construction, procurement, or consultant services contract over \$500,000 from:

- (1) Soliciting information from a public official or state employee that is not available to other bidders for that contract, with the intent to obtain a competitive advantage over other bidders;
- (2) intentionally or recklessly charging a state agency for work not performed or goods or services not provided, or falsifying invoices or bills; or
- (3) intentionally violating or trying to circumvent the state competitive bidding and ethics laws.

Recent legislation (Public Act 05-287) also requires any prospective state contractor to affirm in writing that he or she has been provided with a summary of the state's ethics laws and that his key employees have read and understood the summary and agree to comply with the applicable provisions of the ethics law.

SEEC FORM 11

NOTICE TO EXECUTIVE BRANCH STATE CONTRACTORS AND PROSPECTIVE STATE CONTRACTORS OF CAMPAIGN CONTRIBUTION AND SOLICITATION BAN

This notice is provided under the authority of Connecticut General Statutes 9-612(g)(2), as amended by P.A. 07-1, and is for the purpose of informing state contractors and prospective state contractors of the following law (italicized words are defined below):

Campaign Contribution and Solicitation Ban

No *state contractor, prospective state contractor, principal of a state contractor or principal of a prospective state contractor*, with regard to a *state contract or state contract solicitation* with or from a state agency in the executive branch or a quasi-public agency or a holder, or principal of a holder of a valid prequalification certificate, shall make a contribution to, or *solicit* contributions on behalf of (i) an exploratory committee or candidate committee established by a candidate for nomination or election to the office of Governor, Lieutenant Governor, Attorney General, State Comptroller, Secretary of the State or State Treasurer, (ii) a political committee authorized to make contributions or expenditures to or for the benefit of such candidates, or (iii) a party committee;

In addition, no holder or principal of a holder of a valid prequalification certificate, shall make a contribution to, or solicit contributions on behalf of (i) an exploratory committee or candidate committee established by a candidate for nomination or election to the office of State senator or State representative, (ii) a political committee authorized to make contributions or expenditures to or for the benefit of such candidates, or (iii) a party committee.

Duty to Inform

State contractors and prospective state contractors are required to inform their principals of the above prohibitions, as applicable, and the possible penalties and other consequences of any violation thereof.

Penalties for Violations

Contributions or solicitations of contributions made in violation of the above prohibitions may result in the following civil and criminal penalties:

Civil penalties--\$2000 or twice the amount of the prohibited contribution, whichever is greater, against a principal or a contractor. Any state contractor or prospective state contractor which fails to make reasonable efforts to comply with the provisions requiring notice to its principals of these prohibitions and the possible consequences of their violations may also be subject to civil penalties of \$2000 or twice the amount of the prohibited contributions made by their principals.

Criminal penalties—Any knowing and willful violation of the prohibition is a Class D felony, which may subject the violator to imprisonment of not more than 5 years, or \$5000 in fines, or both.

Contract Consequences

Contributions made or solicited in violation of the above prohibitions may result, in the case of a state contractor, in the contract being voided.

Contributions made or solicited in violation of the above prohibitions, in the case of a prospective state contractor, shall result in the contract described in the state contract solicitation not being awarded to the prospective state contractor, unless the State Elections Enforcement Commission determines that mitigating circumstances exist concerning such violation.

The State will not award any other state contract to anyone found in violation of the above prohibitions for a period of one year after the election for which such contribution is made or solicited, unless the State Elections Enforcement Commission determines that mitigating circumstances exist concerning such violation.

Additional information and the entire text of P.A 07-1 may be found on the website of the State Elections Enforcement Commission, www.ct.gov/seec. Click on the link to "State Contractor Contribution Ban."

Definitions:

"State contractor" means a person, business entity or nonprofit organization that enters into a state contract. Such person, business entity or nonprofit organization shall be deemed to be a state contractor until December thirty-first of the year in which such contract terminates. "State contractor" does not include a municipality or any other political subdivision of the state, including any entities or associations duly created by the municipality or political subdivision exclusively amongst themselves to further any purpose authorized by statute or charter, or an employee in the executive or legislative branch of state government or a quasi-public agency, whether in the classified or unclassified service and full or part-time, and only in such person's capacity as a state or quasi-public agency employee.

"Prospective state contractor" means a person, business entity or nonprofit organization that (i) submits a response to a state contract solicitation by the state, a state agency or a quasi-public agency, or a proposal in response to a request for proposals by the state, a state agency or a quasi-public agency, until the contract has been entered into, or (ii) holds a valid prequalification certificate issued by the Commissioner of Administrative Services under section 4a-100. "Prospective state contractor" does not include a municipality or any other political subdivision of the state, including any entities or associations duly created by the municipality or political subdivision exclusively amongst themselves to further any purpose authorized by statute or charter, or an employee in the executive or legislative branch of state government or a quasi-public agency, whether in the classified or unclassified service and full or part-time, and only in such person's capacity as a state or quasi-public agency employee.

"Principal of a state contractor or prospective state contractor" means (i) any individual who is a member of the board of directors of, or has an ownership interest of five per cent or more in, a state contractor or prospective state contractor, which is a business entity, except for an individual who is a member of the board of directors of a nonprofit organization, (ii) an individual who is employed by a state contractor or prospective state contractor, which is a business entity, as president, treasurer or executive vice president, (iii) an individual who is the chief executive officer of a state contractor or prospective state contractor, which is not a business entity, or if a state contractor or prospective state contractor has no such officer, then the officer who duly possesses comparable powers and duties, (iv) an officer or an employee of any state contractor or prospective state contractor who has *managerial or discretionary responsibilities with respect to a state contract*, (v) the spouse or a *dependent child* who is eighteen years of age or older of an individual described in this subparagraph, or (vi) a political committee established or controlled by an individual described in this subparagraph or the business entity or nonprofit organization that is the state contractor or prospective state contractor.

"State contract" means an agreement or contract with the state or any state agency or any quasi-public agency, let through a procurement process or otherwise, having a value of fifty thousand dollars or more, or a combination or series of such agreements or contracts having a value of one hundred thousand dollars or more in a calendar year, for (i) the rendition of services, (ii) the furnishing of any goods, material, supplies, equipment or any items of any kind, (iii) the construction, alteration or repair of any public building or public work, (iv) the acquisition, sale or lease of any land or building, (v) a licensing arrangement, or (vi) a grant, loan or loan guarantee. "State contract" does not include any agreement or contract with the state, any state agency or any quasi-public agency that is exclusively federally funded, an education loan or a loan to an individual for other than commercial purposes.

"State contract solicitation" means a request by a state agency or quasi-public agency, in whatever form issued, including, but not limited to, an invitation to bid, request for proposals, request for information or request for quotes, inviting bids, quotes or other types of submittals, through a competitive procurement process or another process authorized by law waiving competitive procurement.

"Managerial or discretionary responsibilities with respect to a state contract" means having direct, extensive and substantive responsibilities with respect to the negotiation of the state contract and not peripheral, clerical or ministerial responsibilities.

"Dependent child" means a child residing in an individual's household who may legally be claimed as a dependent on the federal income tax of such individual.

"Solicit" means (A) requesting that a contribution be made, (B) participating in any fund-raising activities for a candidate committee, exploratory committee, political committee or party committee, including, but not limited to, forwarding tickets to potential contributors, receiving contributions for transmission to any such committee or bundling contributions, (C) serving as chairperson, treasurer or deputy treasurer of any such committee, or (D) establishing a political committee for the sole purpose of soliciting or receiving contributions for any committee. Solicit does not include: (i) making a contribution that is otherwise permitted by Chapter 155 of the Connecticut General Statutes; (ii) informing any person of a position taken by a candidate for public office or a public official, (iii) notifying the person of any activities of, or contact

information for, any candidate for public office; or (iv) serving as a member in any party committee or as an officer of such committee that is not otherwise prohibited in this section.