

CONTRACT SUPPLEMENT  
RFP-37 Rev. 4/11/19  
Prev. Rev. 11/22/16

Gregory Mooney  
Contract Specialist

860-713-5755  
Telephone Number

# STATE OF CONNECTICUT

DEPARTMENT OF ADMINISTRATIVE SERVICES

PROCUREMENT DIVISION

450 Columbus Boulevard, Hartford, CT 06103

CONTRACT AWARD NO.:

17PSX0222

Contract Award Date:

25 July 2019

Proposal Due Date:

23 March 2018

SUPPLEMENT DATE:

19 August 2019

## CONTRACT AWARD SUPPLEMENT #1

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

DESCRIPTION: **Mobile Solution**

<b>FOR:</b> All Using State Agencies, Political Subdivisions		<b>TERM OF CONTRACT:</b> 25 July 2019 through 25 July 2023	
		<b>AGENCY REQUISITION NUMBER:</b>	
<b>CHANGE TO IN STATE (NON-SB) CONTRACT VALUE</b>	<b>CHANGE TO DAS-CERTIFIED SMALL BUSINESS CONTRACT VALUE</b>	<b>CHANGE TO OUT OF STATE CONTRACT VALUE</b>	<b>CHANGE TO TOTAL CONTRACT AWARD VALUE</b>
		\$500,00.00 Est.	\$500,000.00 Est.

**NOTICE TO CONTRACTORS:** This notice is not an order to ship. Purchase Orders against contracts will be furnished by the using agency or agencies on whose behalf the contract is made. INVOICE SHALL BE RENDERED DIRECT TO THE ORDERING AGENCY.

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

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

**CASH DISCOUNTS:** Cash discounts, if any, shall be given SPECIAL ATTENTION, but such cash discount shall not be taken unless payment is made within the discount period.

**PRICE BASIS:** Unless otherwise noted, prices include delivery and transportation charges fully prepaid f.o.b. agency. No extra charge is to be made for packing or packages.

### CONTRACTOR INFORMATION:

REFER TO THE CONTRACT ON THE DAS PROCUREMENT WEB PAGE FOR THE MOST CURRENT CONTRACTOR INFORMATION. (<http://das.ct.gov/mp1.aspx?page=8>)

Company Name: **Advanced Digital Systems, Inc. DBA MI-Corporations**

Company Address: **4601 Creekstone Drive, Durham, NC 27703**

Contact Person: **Bob Letzeisen**

Tel. No.: **919-485-4819**

Company/Contact Person Email Address: **bletzeisen@mi-corporation.com**

Company Web Site: **https://www.mi-corporation.com**

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

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

Prompt Payment Terms: **0% 00 Net 45**

Agrees to Supply Political SubDivisions: **Yes**

### PLEASE NOTE:

- **Exhibit B Price Schedule updated to reflect the correct cost per unit pricing for Software Subscriptions.**
- **The correct cost is \$342.00 per unit for the Hosting Services.**

All terms and conditions not otherwise affected by this supplement remain unchanged and in full force and effect.

APPROVED \_\_\_\_\_

**GREGORY MOONEY**

Contract Specialist

(Original Signature on Document in Procurement Files)

**Contract 17PSX0222 Price Schedule Exhibit B - Revised**

<i>Item</i>	Description	Unit	Cost per unit	# Units	Total Cost
<b>1</b>	<b>Year 1 Cost</b>				
<b>a</b>	Implementation Configuration Services	Pack	\$5,000	1	\$5,000
<b>b</b>	Implementation Project Support Technical Services	Hour	\$160	365	\$58,400
<b>c</b>	Training	Days	\$2,500	6	\$15,000
<b>d</b>	Software Subscription	Users	\$342	225	\$76,950
	<b>Year 1 Cost, due upon Acceptance</b>				<b><u>\$155,350</u></b>
<b>2</b>	<b>Year 2 Cost</b>				
<b>a</b>	'Project Support Technical Services for new use cases"	Hour	\$165	80	\$12,800
<b>b</b>	Software Subscription	Users	\$342	225	\$76,950
	<b>Year 2 Cost</b>				<b><u>\$89,750</u></b>
<b>3</b>	<b>Year 3 Cost</b>				
<b>a</b>	'Project Support Technical Services for new use cases"	Hour	\$170	80	\$13,600
<b>b</b>	Software Subscription	Users	\$342	225	\$76,950
	<b>Year 3 Cost</b>				<b><u>\$90,550</u></b>

<b>4</b>	<b>Year 4 Cost</b>				
a	'Project Support Technical Services for new use cases"	<b>Hour</b>	<b>\$175</b>	<b>80</b>	<b>\$14,000</b>
b	Software Subscription		<b>\$342</b>	<b>225</b>	<b>\$76,950</b>
	<b>Year 4 Cost</b>				<b>\$90,950</b>
<b>5</b>	<b>Additional Professional Services and Software License User Fees</b>				
	Project Manager	Hourly	<b>\$250</b>		
	Developer	Hourly	<b>\$150</b>		
	Database Administrator	Hourly	<b>\$150</b>		
	Business Analyst	Hourly	<b>\$150</b>		
	Testing / Training	Hourly	<b>\$100</b>		
	Software License User Fee	User	<b>\$325</b>		

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

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APPROVED \_\_\_\_\_

**GREGORY MOONEY**

Contract Specialist

(Original Signature on Document in Procurement Files)

**CONTRACT #17PSX0222**

Between

**THE STATE OF CONNECTICUT**

Acting by its

**DEPARTMENT OF ADMINISTRATIVE SERVICES**

And

**MI Corporation**

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**EXHIBIT A – DELIVERABLES DOCUMENT**

**EXHIBIT B –PRODUCT AND PRICING SCHEDULE**

**EXHIBIT C – NOTICE TO EXECUTIVE BRANCH STATE CONTRACTORS AND PROSPECTIVE STATE CONTRACTORS OF CAMPAIGN CONTRIBUTION AND SOLICITATION LIMITATIONS**

**EXHIBIT D – SERVICE LEVEL AGREEMENT AND MAINTENANCE AND SUPPORT**

**EXHIBIT E- DELIVERABLE IMPLEMENTATION SCHEDULE**

This Information Processing Systems Contract (“Contract”) is made by and between the **STATE OF CONNECTICUT** (“State”), acting by its **Department of Administrative Services** (“DAS”) located at 450 Columbus Boulevard, Hartford, CT 06103, under the authority of Sections 4d-2, 4d-5, and 4d-8 of the Connecticut General Statutes and Advanced Digital Systems, Inc. d/b/a Mi-Corporation (“Contractor”), having its principal place of business at 4601 Creekstone Drive, Suite 180, Durham, NC 27703.

Now therefore, in consideration of these presents, and for other good and valuable consideration, the receipt and sufficiency of which the parties acknowledge Contractor and the State agree as follows:

## **1. TERM OF CONTRACT**

This Contract shall become effective upon its approval as to form by the Office of the Attorney General of the State of Connecticut (“Effective Date”), as evidenced by its signature below, and shall continue uninterrupted for four (4) years from the Effective Date. DAS, in its sole discretion, may extend this Contract one or more times for a combined total period not to exceed the complete length of the original term.

## **2. DEFINITIONS**

- a) **Acceptance:** Determination made by the Department upon successful User Acceptance Test that the Deliverable, or if applicable, System, performs to the Specifications and fulfills the business and technical requirements of the Contract.
- b) **Acceptance Date:** The date the Department accepts a Deliverable or System in accordance with Section 7 below.
- c) **Administrator:** A designated Department representative who is responsible for managing the Department’s User access to electronically stored information. The Administrator shall be responsible for implementing a role based security policy process for access to the electronically stored information.
- d) **Alteration:** The modification, changing, refashioning, remodeling, remaking, revising or reworking of any part of the System or Deliverable.
- e) **Claims:** All actions, suits, claims, demands, investigations, and proceedings of any kind, open, pending, or threatened, whether mature, un-matured, contingent, known or unknown, at law or in equity in any form.
- f) **Confidential Information:** Any name, number or other information that may be used, alone or in conjunction with any other information, to identify a specific individual including, but not limited to, such individual's name, date of birth, mother's maiden name, motor vehicle operator's license number, Social Security number, employee identification number, employer or taxpayer identification number, alien registration number, government passport number, health insurance identification number, demand deposit account number, savings account number, credit card number, debit card number or unique biometric data such as fingerprint, voice print, retina or iris image, or other unique physical representation. Without limiting the foregoing, Confidential Information shall also include any



information that DAS classifies as “confidential” or “restricted.” Confidential Information shall not include information that may be lawfully obtained from publicly available sources or from federal, state, or local government records which are lawfully made available to the general public.

- g) **Confidential Information Breach:** Generally, an instance where an unauthorized person or entity accesses Confidential Information in any manner, including but not limited to the following occurrences: (1) any Confidential Information that is not encrypted or protected is misplaced, lost, stolen or in any way compromised; (2) one or more third parties have had access to or taken control or possession of any Confidential Information that is not encrypted or protected without prior written authorization from the State; (3) the unauthorized acquisition of encrypted or protected Confidential Information together with the confidential process or key that is capable of compromising the integrity of the Confidential Information; or (4) if there is a substantial risk of identity theft or fraud to the client, the Contractor, the Department or State.
- h) **Contractor Parties:** A Contractor’s members, directors, officers, shareholders, partners, managers, principal officers, representatives, agents, 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 this Contract in any capacity.
- i) **Corrective Action Plan:** A detailed written plan produced by the Contractor at the request of the Department to correct or resolve Contractor deficiency(ies) identified by the Department in accordance with Section 13.
- j) **Deliverable:** Any product, service, including Hosted Services, or warranty that is required to be delivered to the Department under this Contract or available under Exhibit B, or both, whether produced by the Contractor or by a third party as a supplier or subcontractor to the Contractor.
- k) **Deliverables Document:** Exhibit A to this Contract - Document which sets forth and describes the Services and Deliverables that are to be provided or made available under this Contract and the specific requirements and terms applicable to those Services and Deliverables.
- l) **Deliverable Implementation Schedule:** Exhibit E to this Contract setting forth and describing the timeline in which Contractor will deliver the Deliverables.
- m) **Department:** Any and all departments, commissions, boards, bureaus, agencies, institutions, public authorities, offices, councils, associations, instrumentalities, entities or political subdivisions of the State that issue duly authorized Purchase Orders against this Contract.
- l) **Electronically Stored Information (ESI):** Data, including Confidential Information, that is collected, processed and hosted within the Hosting Environment which data may include the Department’s site inspections and investigations, including any and all related written and electronic communications, voicemails, audio and video files. Without limiting the foregoing, ESI shall include Freedom of Information requests and responses.

- m) **Hosting Environment:** Collectively the platform, environment, and conditions on, in, or under which the Licensed Software is intended to be installed and operate, as set forth in this Contract and the Contract Exhibits, including such structural, functional and other features, conditions and components as hardware, operating software, System architecture and configuration.
- n) **Hosted Services:** The provision, management, operation, support, warranty and maintenance of the Licensed Software within the Contractor's setting or location including Contractor's services identified in Exhibit A.
- o) **Improvement:** Contractor changes made to Deliverables from time to time either to provide additional functions for Department use or to correct errors and other Performance deficiencies noted by the Department and reported to the Contractor.
- p) **Key Contractor Personnel:** The individual employees of Contractor who will be assigned to the Project.
- q) **Licensed Software:** The Mobile Impact Platform software operated by the Contractor and provided by Contractor in connection with the Deliverables, subject to Section 14 of this Contract.
- r) **Mobile Impact Platform:** the web-enabled software owned and sold by the Contractor and related documentation.
- s) **Perform:** All acts and things of the Contractor and Contractor Parties, severally and collectively, that are necessary or appropriate to fulfill or accomplish this Contract fully, including the Deliverables and all other Contract obligations. For purposes of this Contract, the verb "to Perform" includes all parts of speech.
- t) **POP (Primary Operation Period):** The days and hours of normal system operations and availability, which is to be 7 days per week, 24 hours per day.
- u) **Product & Pricing Schedule:** Exhibit B to this Contract - Document which lists the Deliverables and Services available under this Contract and establishes the component or unit pricing and price schedules for each Deliverable and Service available pursuant to this Contract.
- v) **Product Schedule Update:** Update to the Product & Pricing Schedule in accordance with Section 3 of this Contract to make additional products or services available under this Contract or to alter the pricing of products or services listed in the Product & Pricing Schedule.
- w) **Purchase Order:** Document issued by a Department for one or more Deliverables in accordance with the terms of this Contract.

- x) **Records:** All working papers and such other information and materials as may have been accumulated by the Contractor in Performing this Contract, including but not limited to, documents, data, plans, books, computations, drawings, specifications, notes, reports, records, estimates, summaries, memoranda and correspondence, kept or stored in any form.
- y) **Services:** The Performance of labor or work, including the Hosted Services, set forth in Exhibit A or in the Statement of Work, whichever is applicable.
- z) **Service Level and Maintenance and Support Agreement:** Exhibit D to this Contract, setting forth and describing the service level and maintenance and support agreement between the parties.
- aa) **Solicitation:** Request for Proposals entitled “Mobile Inspection Solution” dated May 8, 2017.
- bb) **Specifications:** The written technical and non-technical detailed documentation and descriptions of the Deliverables’ and the System’s capabilities, or intended use, or both, as more fully set forth in this Contract and its Exhibits.
- cc) **State:** The State of Connecticut, including the Department and any office, department, board, council, commission, institution or other agency or entity of the State.
- dd) **Statement of Work (SOW):** Statement issued in connection with a Purchase Order for a Deliverable or Service available under this Contract which sets forth all work and payment requirements for Contractor’s Performance in connection with said Purchase Order.
- ee) **System:** Contractor furnished or otherwise supplied Deliverables, including the Hosted Services, that collectively and in an integrated fashion, fulfill the business and technical requirements of the Solicitation, Specifications, this Contract and its Exhibits.
- ff) **Term:** The original term of the Contract plus any extensions exercised under Section 1 of the Contract.
- gg) **Termination:** An end to this Contract prior to the end of its Term.
- hh) **Upgrade:** A change to the primary version number of the Licensed Software, generally providing additional features or functionality.
- ii) **Update:** A change to the Licensed Software to correct bugs or defects, patches or changes to enable the Licensed Software to operate on new or upgraded operating platforms.
- jj) **User:** A Department representative that may access ESI. User access to ESI will be subject to role-based security implemented by the Department’s Administrator.
- kk) **User Acceptance Testing (UAT):** Phase in which the Department tests the functionality of the Deliverables with real world scenarios to determine if the Deliverables conform to and perform in accordance with the Specifications.

### **3. ACQUIRING DELIVERABLES AND SERVICES**

a) Subject to the terms of this Contract, Contractor shall sell, transfer, convey and/or license to the State any duly ordered Deliverable and/or Perform the Services in accordance with Exhibit A, or in accordance with a Statement of Work, if applicable. The Deliverables shall be itemized in and available under Exhibit B, Product & Pricing Schedule, and may be acquired through duly issued Purchase Orders.

b) Any Purchase Order is subject to the terms of this Contract and shall remain in effect until Department acceptance of full Performance of all Deliverables and Services contained in the applicable Purchase Order, unless terminated sooner under the terms of this Contract.

c) Contractor may supplement Exhibit B at any time to make additional products, services and related terms available to the State, provided that the effective date of each supplement is stated thereon. Any supplement shall be transmitted to the DAS with a cover letter documenting formal approval of the supplement by a Contractor representative duly empowered to so act. The supplement will only be deemed accepted by DAS if it issues a Product Schedule Update letter to Contractor, indicating its concurrence with the supplement.

d) Notwithstanding any other provision of this Contract, no material change may be made to the Deliverables set forth in Exhibit A that alters the nature or scope of the Deliverables or their intended use. Any change in the Deliverables set forth in Exhibit B shall be conditioned upon the new product(s) being of a similar nature and having a similar use as the defined Deliverables. An update of the Deliverables or the addition of products that are related to or serve similar functions as the Deliverables is permissible only with the prior written approval of the DAS

e) During the term of the Contract, Contractor shall provide the Department the right to access and use Contractor's Licensed Software within the Hosting Environment in accordance with Section 14, Licensed Software.

f) No additions to or reductions in the Deliverables and prices for work completed in the Performance of any Purchase Order shall be permitted unless the Department issues a change order in accordance the provisions of Section 5.

g) The Department shall issue a Purchase Order when acquiring any Deliverable or Service available under this Contract and, if appropriate, a Statement of Work mutually acceptable to the purchasing Department and the Contractor.

### **4. PROJECT PERSONNEL**

a) The Department shall designate a project administrator (the "Project Administrator"), who may be replaced at the discretion of the Department. The Project Administrator shall have the authority to act for the Department under this Contract for any Deliverable(s) initially acquired/installed from the Contractor and such authority shall continue to be in effect throughout the term of this Contract.

## **5. CHANGE ORDERS**

- a) The Department may, at any time, with written notice to Contractor, request changes within the scope of Exhibit A or Statement of Work, if applicable. Such changes shall not be unreasonably denied or delayed by Contractor. Such changes may include, but are not limited to, modifications or other changes required by new or amended State and/or Federal laws and regulations relating to functional requirements and processing procedures, or involving the correction of System deficiencies. Prior to expiration of any Warranty Period, any changes required because the System does not fully perform in accordance with this Contract, shall be made by Contractor without charge to the Department. Any investigation necessary to determine the source of the problem requiring the change shall be done by Contractor at its sole cost and expense.
- b) A change order request may be issued only by the Department and must be in writing. As soon as possible after Contractor receives a written change order request, but in no event later than fifteen (15) calendar days thereafter, the Contractor shall provide the Department with a written statement confirming the change has no price impact on the Contract or, if there is a price impact, Contractor shall provide the Department a written statement explaining the price increase or decrease involved in implementing the requested change.
- c) If the Department issues a change order requesting a change to the System to comply with changes to Federal or State law, or changes to regulations affecting the Department, the Contractor shall implement the changes at no additional cost to the Department.
- d) No change order with a price impact will be effective until Contractor receives written confirmation from the Department.

## **6. RESERVED**

## **7. EVALUATION & ACCEPTANCE**

- a) Any Deliverable or Service provided by Contractor under the terms of this Contract will be subject to User Acceptance Testing. User Acceptance Testing begins as of the date the Department notifies the Contractor in writing that the Department is ready to test access to and use of the System. The following procedures will apply during UAT:
- 1) The Department shall provide Contractor with (a) written notice of Acceptance or (b) a written statement which identifies in reasonable detail, with references to the applicable requirements, any deficiencies preventing Acceptance. If the Department has not provided a written statement identifying deficiencies within twenty (20) business days of the completion of User Acceptance Testing (or such other period as agreed by the parties), the Deliverable or Services shall be deemed Accepted.
  - 2) Contractor shall have five (5) business days, or such other period mutually agreed upon by the parties in writing, from the date it receives the notice of deficiencies to complete corrective actions to make Deliverable or Service conform in all material respects to the applicable Specifications. The Department shall review the corrected Deliverable actions and notify Contractor in writing of acceptance or rejection in accordance with the foregoing provisions of this section.

b) If requested by Contractor, Department may complete Contractor's acceptance certificate, in a form reasonably acceptable to Department, so long as such certificate does not amend, alter or modify in any way the terms of this Contract.

## **8. PAYMENTS AND CREDITS**

a) The Department shall pay for Deliverables within thirty (30) days after the latter of the Acceptance Date and receipt of Contractor's properly documented invoice.

b) The State shall make all payments to the Contractor through electronic funds transfer via the Automated Clearing House ("ACH"). Contractor shall enroll in ACH through the Office of the State Comptroller prior to sending any invoice to the State. The Contractor may obtain detailed information regarding ACH at: <http://www.osc.ct.gov/vendor/directdeposit.html>.

c) Contractor shall furnish separate invoices for each Purchase Order and shall list each license charge, maintenance and support charge or other charge included in each invoice as separate line items.

## **9. LICENSED SOFTWARE, HOSTED SERVICES**

a) After Acceptance of the System by the Department, Hosted Services for the Licensed Software shall be provided by the Contractor in accordance with Exhibit A, Deliverables and Exhibit B, Product and Pricing Schedule.

b) Provided the Department is current on its payments in accordance with Exhibit B, the Contractor shall provide the following services:

1. Contractor shall provide reasonable and competent assistance in accordance with the requirements of Exhibit D;
2. Contractor shall provide Updates and Upgrades to the Licensed Software at no additional cost; and
3. Contractor shall update any Deliverable, including Hosted Services if and as required, to cause it to operate under new versions or releases of the operating system(s), database system(s), application servers or report servers that comprise the Hosting Environment.

c) Contractor shall maintain sufficient and competent Deliverable support services staff to satisfy its Contract obligations.

d) Contractor shall maintain at all times a copy of the most current version of the Licensed Software installed in its Hosting Environment.

e) Contractor shall provide a complete list of any platform requirements and specifications to provide technical support services.

f) If a Deliverable or the System becomes not usable due to new versions or releases of the operating system(s), database system(s), application servers or report servers that comprise the Hosting Environment, the Contractor shall have thirty (30) days from the date of written notification by the Department to provide

an Update to restore functions to the standards required under this Contract. If the Contractor fails to provide such Update, the Department may cease payments until such time the Deliverable and System operates in conformance with the Specifications and may require Contractor to reimburse the Department for any amounts paid by the Department for the period during which the Deliverable(s) or System were not usable. If, after the expiration of thirty (30) days from the date of said notification, the Deliverable remains not usable, then the applicable Deliverable services may be terminated at the option of said Department without further obligation or liability.

g) The Department may cancel the Hosted Services at any time and Contractor shall reimburse the Department on a pro-rata basis for the balance of the pre-paid period.

h) If the Department allows the Hosted Services to lapse, the Department may at any time reinstate services with fifteen (15) day advance written notice to the Contractor. Upon such reinstatement, the Department will be responsible for payment of fees beginning the date Contractor commences services. The Department shall not be responsible for payment of any separate fees or penalties in order to reinstate the Hosted Services.

## **10. RESERVED**

## **11. RESERVED**

## **12. SYSTEM WARRANTIES**

a) Contractor represents and warrants that the System and Hosting Environment shall conform to the Specifications from the Acceptance Date until such time as the Contract provides.

b) Contractor represents and warrants that the System and Hosting Environment comply with all federal, state, and local laws, rules and regulations.

c) Contractor shall modify, adjust, repair and/or replace any Deliverable(s), at no additional charge to Department, as necessary to maintain ongoing System Availability according to Exhibit D.

d) If the ongoing Performance of Contractor's Hosted Services of the System or the performance of the System do not conform to the requirements of Exhibit D, DAS or the Department shall give Contractor written notice of Performance deficiencies. Contractor shall then have not more than 5 calendar days, unless otherwise permitted by the Department, to correct the applicable deficiency and restore the functioning of the System to a level of operation that meets the requirements of this Contract.

e) In the event of a breach by the Contractor under this section, in addition to any other rights or remedies provided in this Contract, DAS may, by written notice to Contractor, Terminate this Contract. In event of such Termination, if the breach is such that the System does not conform to the requirements of this Contract, then the Contractor shall reimburse the Department all monies paid by Department to Contractor in connection with Exhibit A or Statement of Work, whichever is applicable.

### **13. OTHER WARRANTIES**

a) Unless expressly stated otherwise in this Contract, Contractor represents and warrants that the Deliverable(s) shall function according to the Specifications on the Acceptance Date for such Deliverable, and that Contractor shall maintain and support such Deliverable as necessary to maintain ongoing Availability pursuant to Exhibit D. This latter warranty shall not apply to any Deliverable deficiency caused by a User's failure to use the Deliverable in accordance with this Contract or the applicable documentation for the Deliverable or by maintenance by a person other than the Contractor or its representative.

b) If the ongoing performance of the Deliverable does not conform to the Specifications and the System consequently fails to conform to the provisions of this Contract, Department shall notify Contractor as set forth Exhibit D and Contractor shall resolve any such nonconformity in accordance with Exhibit D. Department shall give Contractor written notice of performance deficiencies. If said performance continues to be in nonconformance, the Contractor shall be in material default of this Contract and DAS, at its option, may take any one or more of the following actions:

1. Terminate this Contract;

2. Require Contractor replace said Deliverable at Contractor's expense with a functional substitute Deliverable;

3. Discontinue the specific Deliverable, as to which the Contractor will not charge a fee to the Department or impose any further obligation or financial liability on the Department. In the event of such discontinuance, the Contractor shall refund to the Department all monies paid to the Contractor no later than 15 days, according to the following schedule:

(i)if Deliverable involves a lump-sum payment, repayment shall be determined by the point in the Term in which the Acceptance Date of the terminated Deliverable occurred:

- a. 1st - 12th month: 100% of fee paid

- b. 13th - 24th month: 75% of fee paid

- c. 25th - 36th month: 50% of fee paid

- d. 37th month and over: 25% of fee paid

(ii)if Deliverable involves a Service, or a periodic payment license, or a lump-sum payment non-perpetual license, all fees paid by the Department to the Contractor during the period following the event of material default shall be returned.

c) The Contractor neither excludes nor modifies the implied warranties of merchantability and fitness for a particular purpose concerning the Deliverables.



## **14. LICENSED SOFTWARE**

a) Contractor grants to the Department a transferable and non-exclusive license of access and use of the Licensed Software for the Department's operations and purposes during the Term and thereafter during any transition period provided pursuant to the Contract. The Department shall have the right to provide other State entities and third parties access and use of the Licensed Software.

b) Neither the State nor the Department will reproduce, create derivative works, translate, reverse engineer or decompile the Licensed 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 Licensed Software. The State shall use reasonable efforts to ensure that Users access and use of the Licensed Software is in conformance with the Users role-based security permissions as set by the Administrator.

c) In the event any Deliverable or the Licensed Software becomes the actual or prospective subject of any patent, copyright, license & proprietary rights claim or proceeding, Contractor may, at its discretion:

1. Modify the Deliverable or substitute another equally suitable Deliverable (provided that the performance of the modified or substitute Deliverable equals or exceeds that of the original Deliverable);
2. Obtain for the State or Department the right to continued use of the Deliverable; or
3. If use of the Deliverable is prevented by injunction, credit the State or Department for any charges as a result of enjoined use as follows:
  - a. If the Deliverable is a periodic payment license, Contractor shall promptly refund the Department the amount of the fees paid to the Contractor for the portion of the applicable term found to be infringing.
  - b. If the Deliverable is a lump-sum payment license, Contractor shall promptly refund the Department any license fee paid by the Department to the Contractor for the Licensed Software Deliverable as determined by the point in the Term in which the Acceptance Date of the terminated Deliverable occurred:
    1. 1st - 12th month: 100% of license fee paid
    2. 13th - 24th month: 75% of license fee paid
    3. 25th - 36th month: 50% of license fee paid
    4. 37th month and over: 25% of license fee paid

d) Contractor shall not have any liability for any infringement claim or proceeding based on the Department's use of a Deliverable for which it was neither designed nor intended.

e) The Department shall maintain the confidentiality of any Licensed Software Deliverable consistent with its privileged nature, and shall not divulge the Deliverable or make it available to any third party, except as may be noted elsewhere in this Contract or as it may be required under the Connecticut Freedom of Information Act. This obligation survives the expiration or early termination of this Contract.

f) Any Alteration of a Licensed Software Deliverable that changes the operation or functionality of the Licensed Software Deliverable by the Department without prior written consent of Contractor shall void the obligations of Contractor under Sections 9, 12 and 13 for such Deliverable.

## **15. CONFIDENTIALITY; NONDISCLOSURE**

a) The State shall exercise at least the same degree of care to safeguard any trade secrets or confidential information of Contractor Licensed Software as the State does its own property of a similar nature and shall take reasonable steps to assure that neither the Licensed Software nor any part thereof received by the State under this Contract shall be disclosed for reasons other than its own business operations. Such prohibition on disclosures shall not apply to disclosures by the State to its employees or its representatives, provided such disclosures are reasonably necessary to the State's use of the Deliverable, and provided further that the State shall take all reasonable steps to ensure that the Deliverable is not disclosed by such parties in contravention of this Contract. The State's performance of the requirements of this section shall be subject to the State of Connecticut Freedom of Information Act, as amended.

b) All Records, including any data owned by the State in any form, in the possession of the Contractor or Contractor Parties must remain within the continental United States and may not be stored, hosted or otherwise maintained outside of the continental United States.

## **16. PROTECTION OF CONFIDENTIAL INFORMATION**

a) Contractor and Contractor Parties, at their own expense, have a duty to and shall protect from a Confidential Information Breach any and all Confidential Information which they come to possess or control, wherever and however stored or maintained, in a commercially reasonable manner in accordance with current industry standards.

b) Each Contractor or Contractor Party shall develop, implement and maintain a comprehensive data - security program for the protection of Confidential Information. The safeguards contained in such program shall be consistent with and comply with the safeguards for protection of Confidential Information, and information of a similar character, as set forth in all applicable federal and state law and written policy of the Department or State concerning the confidentiality of Confidential Information. Such data-security program shall include, but not be limited to, the following:

1. A security policy for employees related to the storage, access and transportation of data containing Confidential Information;
2. Reasonable restrictions on access to records containing Confidential Information, including access to any locked storage where such records are kept;
3. A process for reviewing policies and security measures at least annually;

4. Creating secure access controls to Confidential Information, including but not limited to passwords; and
5. Encrypting of Confidential Information that is stored on laptops, portable devices or being transmitted electronically.

c) The Contractor and Contractor Parties shall notify DAS, the Department and the Connecticut Office of the Attorney General as soon as practical, but no later than twenty-four (24) hours, after they become aware of or suspect that any Confidential Information which Contractor or Contractor Parties have come to possess or control has been subject to a Confidential Information Breach. If a Confidential Information Breach has occurred, the Contractor shall, within three (3) business days after the notification, present a credit monitoring and protection plan to the Commissioner of Administrative Services, the Department and the Connecticut Office of the Attorney General, for review and approval. Such credit monitoring or protection plan shall be made available by the Contractor at its own cost and expense to all individuals affected by the Confidential Information Breach. Such credit monitoring or protection plan shall include, but is not limited to reimbursement for the cost of placing and lifting one (1) security freeze per credit file pursuant to Connecticut General Statutes § 36a-701a. Such credit monitoring or protection plans shall be approved by the State in accordance with this section and shall cover a length of time commensurate with the circumstances of the Confidential Information Breach. The Contractors' costs and expenses for the credit monitoring and protection plan shall not be recoverable from DAS, the Department, any State of Connecticut entity or any affected individuals.

d) The Contractor shall incorporate the requirements of this section in all subcontracts requiring each Contractor Party to safeguard Confidential Information in the same manner as provided for in this section.

e) Nothing in this section shall supersede in any manner Contractor's or Contractor Party's obligations pursuant to HIPAA or any provisions of this Contract concerning the obligations of the Contractor as a Business Associate of Covered Entity.

## **17. RESERVED**

## **18. RISK OF LOSS & INSURANCE**

a) The State shall not be liable to Contractor for any risk of Deliverable loss or damage while Deliverable is in transit, or while in the Department's possession, except when such loss or damage is due directly to the Department's negligence or intentional misconduct. Nothing in this section is intended nor shall it be construed, in any manner, as waiving or compromising the sovereign immunity of the State.

b) Throughout the Term, Contractor shall maintain, at Contractor's sole cost and expense, a policy or policies of commercial general liability insurance, including contractual liability coverage, in an amount not less than \$1,000,000.00 for all damages arising out of bodily injuries to, or death of, all persons and injuries to or destruction of property, in any one accident or occurrence, and, subject to that limit per accident, a total (or

aggregate) limit of \$2,000,000.00 per occurrence for all damages arising out of bodily injuries to, or death of, all persons and injuries to or destruction of property per policy period. Such insurance policy or policies shall name the State as additional insured. Contractor shall provide the State a certificate of insurance evidencing the above coverage on an annual basis and shall not begin performance of the Services until such a certificate has been provided to DAS, and, if requested, the Department.

c) During the Term, and for a period of three (3) years thereafter, the Contractor shall carry Professional Liability Insurance in the amount of \$1,000,000 per Claim and Annual Aggregate. Contractor shall provide the State a certificate of insurance evidencing such Professional Liability Insurance coverage upon written request on an annual basis and shall not begin Performance of the Services until such a certificate has been provided to the Department.

d) Throughout the Term, Contractor shall carry, at Contractor's sole cost and expense, an Information Security Privacy insurance policy with limits not less than \$1,000,000 per occurrence or claim, \$1,000,000 aggregate. Coverage shall be sufficiently broad to respond to the duties and obligations as is undertaken by Contractor in this Contract and shall include, but not be limited to, claims involving infringement of intellectual property, including but not limited to infringement of copyright, trademark, invasion of privacy violations, information theft, damage to or destruction of electronic information, release of private information, release of Confidential Information, alteration of electronic information, extortion and network security. The policy shall provide coverage for breach response costs as well as regulatory fines and penalties as well as credit monitoring expenses with limits sufficient to respond to these obligations.

e) All insurance with the exception of the professional liability insurance required under (c) above must be written on an occurrence basis as opposed to a "claims made" basis.

## **19. RESERVED**

## **20. FORCE MAJEURE EVENTS**

- a) The parties shall not be excused from their respective Contract obligations except in the case of Force Majeure Events and as otherwise provided for in this Contract.
- b) If a Force Majeure Event prevents a party from complying with any obligation or satisfying any conditions under this Contract, then that failure to comply will not constitute a breach if (A) that party uses reasonable efforts to comply (B) that party's failure to comply is not due to its failure to (i) take reasonable measures to protect itself against Force Majeure Events or (ii) develop and maintain a reasonable contingency plan to respond to Force Majeure Events, and (C) that party complies with its obligations under subsection (c) of this section.
- c) If a Force Majeure Event occurs, then the noncomplying party shall promptly notify the other party of occurrence of that Force Majeure Event, its effect on its obligations under the Contract, and how long the noncomplying party expects the noncompliance to last. Thereafter, the noncomplying party shall update that information as reasonably necessary, or as the other party may reasonably request, whichever is more frequent. During a Force Majeure Event, the noncomplying party shall use

reasonable efforts to limit damages to the other party and to resume complying with its obligations under this Contract.

- d) Failure to provide written notice of any Force Majeure Event as soon as the failing party becomes aware of it, or failure by the other party to act in response to the notice, does not excuse any delays or failures in Performance or obligations.
- e) Force Majeure Events means strikes, lockouts, riot, sabotage, rebellion, insurrection, acts of war, acts of terrorism, failure of or inadequate permanent power, fire, flood, earthquake, epidemics, natural disasters, and acts of God.

## **21. RESERVED**

## **22. GENERAL PROVISIONS**

- a) Section headings and document titles used in this Contract are included for convenience only and shall not be used in any substantive interpretation of this Contract.
- b) If any term of this Contract is decided by a proper authority to be invalid, the remaining provisions of the Contract shall be unimpaired and the invalid provision shall be replaced by a provision which comes closest to the intention underlying the invalid provision. Contractor shall comply with the statutes, regulations, Executive Orders and policies incorporated into this Contract to the extent that such statutes, regulations, Executive Orders and/or policies are applicable to Contractor in connection with its Performance under this Contract.
- c) The failure at any time by either party to this Contract to require performance by the other party of any provision hereof shall not affect in any way the full right to require such performance at any time thereafter. The failure of either party to enforce or pursue a right or remedy shall not constitute a waiver of the right or remedy itself, unless such a waiver is expressed in writing and signed by a duly authorized representative of the waiving party.
- d) In any case where the consent or approval of either party is required to be obtained under this Contract, such consent or approval shall not be unreasonably withheld or delayed. No such consent or approval shall be valid unless in writing and signed by a duly authorized representative of that party. Such consent or approval shall apply only to the given instance, and shall not be deemed to be a consent to, or approval of, any subsequent like act or inaction by either party.
- e) The Department shall not remove or destroy any proprietary markings or proprietary legends placed upon or contained within any Deliverable.
- f) Except as may be otherwise provided for in this Contract, the Department shall not assign, mortgage, alter, relocate or give up possession of any Deliverable to which Contractor retains title without the prior written consent of Contractor.
- g) Contractor represents and warrants that it shall not, without prior written consent from the State, make any reference to the Department or the State in any of Contractor's advertising or news releases. The Contractor may use the State's and/or the Department's name as a specific citation within proposals it submits.
- h) Contractor shall execute any and all documents or to take any actions which may be reasonably necessary to perfect the rights granted to the State in Section 14.

i) Neither Department nor Contractor’s personnel who had substantive contact with personnel of the other in the course of the Performance shall directly or indirectly employ, solicit, engage or retain the services of such an employee of the other party to this Contract during its Term and for a period of one year from the Termination of this Contract or such longer period as may be required by State statute. This provision shall not restrict the right of either party to solicit or recruit generally in the media.

j) The Department shall cooperate with Contractor in the Performance, including, (i) providing Contractor with adequate working space, equipment and facilities and timely access to data, information, and personnel of the State; (ii) providing experienced and qualified personnel to perform their assigned tasks and duties in a competent and timely fashion; (iii) providing a stable, fully functional system infrastructure environment which will support the Deliverables and allow Contractor and the Department to work productively; and (iv) promptly notifying Contractor of any issues, concerns or disputes with respect to the Deliverables. The Contractor shall not be responsible for, among other things, the actions of the Department’s personnel and agents, and the accuracy and completeness of all data and information provided to Contractor by the Department for purposes of the Performance.

k) Each of the State and Contractor is an independent contractor and neither of them is, nor shall be considered to be, nor shall purport to act as, the other’s agent, partner, fiduciary, joint venturer, or representative.

l) Contractor may (i) provide any Deliverables to any person or entity, and (ii) develop for itself, or for others, materials or processes including those that may be similar to those produced as a result of the Performance, provided that, Contractor complies with its obligations of confidentiality set forth in Sections 14, 15 and 16.

m) All references in this Contract to any statute, public act, regulation, code or executive order shall mean such statute, public act, regulation, code or executive order, respectively, as it has been amended, replaced or superseded at any time. Notwithstanding any language in this Contract that relates to such statute, public act, regulation, code or executive order, and notwithstanding a lack of a formal amendment to this Contract, this Contract shall always be read and interpreted as if it contained the most current and applicable wording and requirements of such statute, public act, regulation, code or executive order as if their most current language had been used in and requirements incorporated into this Contract at the time of its execution.

### **23. COMMUNICATIONS**

a) Unless notified otherwise by the other party in writing, correspondence, notices, and coordination between the parties to this Contract as to general business matters or the terms shall be directed to:

State: State of Connecticut, Department of Administrative Services  
Procurement Division  
450 Columbus Boulevard, Suite 1202  
Hartford, CT 06103  
Attention: Greg Mooney

Contractor: Mi-Corporation

Gregory Clary  
4601 Creekstone Dr., Suite 180  
Durham, NC 27703  
(919) 485-4819 x1624

b) Details regarding Contractor invoices and all technical or day-to-day administrative matters pertaining to any Deliverable shall be directed to:

Department: The individual specified in the applicable Purchase Order

Contractor: The individual designated by Contractor in their Proposal or as the Contractor may otherwise designate in writing to the Department.

#### **24. RESERVED**

#### **25. WHISTLEBLOWER PROVISION**

This Contract may be subject to the provisions of Section 4-61dd of the Connecticut General Statutes. In accordance with this statute, if an officer, employee or appointing authority of the 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 any employee of the contracting state or quasi-public agency or the Auditors of Public Accounts or the Attorney General under the provisions of subsection (a) of such statute, 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 this 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 State may request that the Attorney General 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) of such statute, each large state contractor, as defined in the statute, shall post a notice of the provisions of the statute relating to large state contractors in a conspicuous place which is readily available for viewing by the employees of the Contractor.

#### **26. DISCLOSURE OF PUBLIC RECORDS PROVISION**

This Contract may be subject to the provisions of Section 1-218 of the Connecticut General Statutes. In accordance with this statute, 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 (a) provide that the public agency is entitled to receive a copy of records and files related to the performance of the governmental function, and (b) indicate that such records and files are subject to FOIA and may be disclosed by the public agency pursuant to FOIA. 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 FOIA. 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.

## **27. FORUM AND CHOICE OF LAW**

The parties deem the Contract 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.

## **28. BREACH**

a) If either party breaches the Contract in any respect, the non-breaching party shall provide written notice of the breach to the breaching party by overnight or certified mail, return receipt requested, to the most current address the breaching party has furnished for the purposes of correspondence and afford the breaching party an opportunity to cure within thirty (30) days from the date that the breaching party receives the notice. In the case of a Contractor breach, DAS may set forth any period greater or less than thirty (30) days, so long as such time period is otherwise consistent with the provisions of this Contract (for the purposes of this paragraph, the time period set forth by the non-breaching party shall be referred to as the “right to cure period”). The 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.

b) In the event of a breach, DAS may require the Contractor to prepare and submit to DAS or the Department a Corrective Action Plan in connection with an identified breach. The Corrective Action Plan shall provide a detailed explanation of the reasons for the cited deficiency(ies), the Contractor’s assessment or diagnosis of the cause, and a specific proposal to cure or resolve the deficiency(ies). The Contractor shall submit the Corrective Action Plan within ten (10) business days following the request for the plan by DAS and is subject to approval by the Department or DAS, which approval shall not unreasonably be withheld. Notwithstanding the submission and acceptance of a Corrective Action Plan, Contractor remains responsible for achieving all Performance criteria. The acceptance of a Corrective Action Plan shall not excuse prior substandard Performance, relieve Contractor of its duty to comply with Performance standards, or prohibit the State from pursuing additional remedies or other approaches to correct substandard Performance.

c) The written notice of the breach may include an effective Termination date. If the identified breach is not cured by the stated Termination date, unless otherwise modified by the non-breaching party in writing



prior to such date, no further action shall be required of any party to effect the Termination as of the stated date. If the notice does not set forth an effective Termination date, the non-breaching party shall be required to provide the breaching party no less than twenty four (24) hours written notice prior to terminating the Contract, such notice to be provided in accordance with Section 29(c).

d) If the Department reasonably and in good faith determines the Contractor has not Performed in accordance with the Contract, the State may withhold payment in whole or in part in an amount reasonably related to the non-Performance pending resolution of the Performance issue, provided that the State notifies the Contractor in writing prior to the date that the payment would have been due.

e) Notwithstanding any provisions in this Contract, DAS may terminate this Contract with no right to cure period for Contractor's breach or violation of any of the provisions in the section concerning Representations and Warranties and revoke any consent to assignments given as if the assignments had never been requested or consented to, without liability to the Contractor or Contractor Parties or any third party.

Termination under this Breach section is subject to the provisions of the Termination section in this Contract.

## **29. TERMINATION**

a) Notwithstanding any provisions in this Contract, DAS, through a duly authorized employee, may Terminate the Contract whenever DAS makes a written determination that such Termination is in the best interests of the State. DAS shall notify the Contractor in writing of Termination pursuant to this section, which notice shall specify the effective date of Termination and the extent to which the Contractor must complete its Performance under the Contract prior to such date.

b) Notwithstanding any provisions in this Contract, DAS, through a duly authorized employee, may, after making a written determination that the Contractor has breached the Contract and that there is a current Breach, Terminate the Contract in accordance with its terms.

c) DAS shall send the notice of Termination via certified mail, return receipt requested, to the Contractor at the most current address which the Contractor has furnished to DAS for purposes of correspondence, or by hand delivery. Upon receiving the notice from the DAS, the Contractor shall immediately discontinue all services affected in accordance with the notice, undertake commercially reasonable efforts to mitigate any losses or damages and deliver to the Department all Records. The Records are deemed to be the property of the Department and the Contractor shall deliver them to the Department the sooner of thirty (30) days after the Termination of the Contract and fifteen (15) days after the Contractor receives a written request from the Department 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, ASCII or .TXT.

d) Upon receipt of a written notice of Termination from DAS, the Contractor shall cease operations as DAS directs in the notice, and take all actions that are necessary or appropriate, or that DAS may reasonably direct, for the protection, and preservation of the Records and any other property. Except for any work which DAS directs the Contractor to Perform in the notice prior to the effective date of Termination, 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.

e) The Department shall, within forty-five (45) days of the effective date of Termination, reimburse the Contractor for its Performance rendered and accepted by the Department, in addition to all reasonable costs,

incurred after Termination in completing those portions of the Performance which the notice required the Contractor to complete. However, the Contractor is not entitled to receive and the Department is not obligated to tender to the Contractor any payments for anticipated or lost profits. Upon request by DAS, the Contractor shall assign to DAS or the Department, or any replacement contractor which DAS or the Department designates, all subcontracts, purchase orders, and other information pertaining to its Performance, and remove from State premises, whether leased or owned, all of Contractor's property, equipment, waste material and rubbish related to its Performance, all as DAS may request.

f) For breach or violation of any of the provisions in the section concerning Representations and Warranties, DAS may Terminate the Contract in accordance with its terms and revoke any consents to assignments given as if the assignments had never been requested or consented to, without liability of any type to the Contractor, Contractor Parties or any third party.

g) Upon Termination 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 accrued obligations and the sections which survive Termination. All representations, warranties, agreements and rights of the parties under the Contract shall survive such Termination 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 of the Contract pursuant to this section shall not be deemed to be a breach of the Contract by the State.

### **30. REPRESENTATIONS AND WARRANTIES**

The Contractor represents and warrants to the State for itself and, as applicable, the Contractor Parties that:

a) if they are entities, they are duly and validly existing under the laws of their respective states 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 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) Title 4a concerning State purchasing, including, but not limited to Section 22a-194a concerning the use of polystyrene foam;

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 the State; 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 governmental entity;

- 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 transaction or contract with any governmental entity. 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 or property, making false statements, or receiving stolen property;
- f) they are not presently indicted for or otherwise criminally or civilly charged by any governmental entity with commission of any of the offenses listed above;
- g) they have notified DAS in writing whether they have had any contracts with any governmental entity terminated for cause within the 3 years preceding the Effective Date;
- 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 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, to the best of their knowledge, to the State in writing any Claims involving them 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, no later than twenty (20) calendar days after becoming aware of any such Claims. For purposes of the Contractor's obligation to disclose any Claims to the State, the ten (10) calendar days in the section of this Contract concerning disclosure of Contractor Parties litigation shall run consecutively with the ten (10) days provided for in this representation and warranty;
- k) their participation in the Solicitation 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's Code of Ethics;
- l) the proposal submitted by Contractor in response to the Solicitation was not made in connection or concert with any other person, entity or proposer, including any affiliate (as defined in the Tangible Personal Property section of this Contract) of the proposer, submitting a proposal for the same Solicitation, and is in all respects fair and without collusion or fraud;
- m) they are able to Perform under the Contract using their own resources or the resources of a party who was not a proposer;

- n) the Contractor shall obtain in a written contract all of the representations and warranties in this section from any Contractor Parties and require that provision be included in any contracts and purchase orders with such Contractor Parties;
- o) they have paid all applicable workers' compensation second injury fund assessments concerning all previous work done in Connecticut; they have a record of compliance with Occupational Health and Safety Administration regulations without any unabated, willful or serious violations;
- p) they are not delinquent in the payment of unemployment compensation contributions;
- q) they are not delinquent in the payment of any taxes owed, or, that they have filed a sales tax security bond, and they have, if and as applicable, filed for motor carrier road tax stickers and have paid all outstanding road taxes;
- r) all of their vehicles have current registrations and, unless such vehicles are no longer in service, they shall not allow any such registrations to lapse;
- s) each Contractor Party has vested in the Contractor plenary authority to bind the Contractor Parties to the full extent necessary or appropriate to ensure full compliance with and Performance in accordance with all of the terms of the Contract and that all appropriate parties shall also provide, no later than fifteen (15) days after receiving a request from DAS or the Department, such information as DAS or the Department may require to evidence, in their sole determination, compliance with this section;
- t) they either own or have the authority to use or provide the Licensed Software;
- u) to the best of Contractor's knowledge, the Licensed Software does not infringe or misappropriate any patent, copyright, trade secret or other intellectual property right of a third party;
- v) the Department's use of any Licensed Software in a manner consistent with this Contract shall not infringe or misappropriate any patent, trade secret or other intellectual property right of a third party..

### **31. DISCLOSURE OF CONTRACTOR PARTIES LITIGATION**

The Contractor shall require that all Contractor Parties, as appropriate, disclose to the Contractor, 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, no later than twenty (20) calendar days after becoming aware of any such Claims. Disclosure shall be in writing.

### **32. STATE COMPTROLLER'S SPECIFICATIONS**

In accordance with Conn. Gen. Stat. § 4d-31, this Contract is deemed to have incorporated within it, and the Contractor shall deliver the Goods and Services in compliance with, all specifications established by the State Comptroller to ensure that all policies, procedures, processes and control systems, including hardware,

software and protocols, which are established or provided by the Contractor or Contractor Parties, are compatible with and support the State's core financial systems, including but not limited to, accounting, payroll, time and attendance, and retirement systems.

### **33. CHIEF INFORMATION OFFICER SUBCONTRACT APPROVAL**

In accordance with Conn. Gen. Stat. § 4d-32, the Contractor shall not award a subcontract for work under this Contract without having first obtained the written approval of the Chief Information Officer of the Department of Administrative Services or their designee of the selection of the subcontractor and of the provisions of the subcontract. The Contractor shall deliver a copy of each executed subcontract or amendment to the subcontract to the Chief Information Officer, who shall maintain the subcontract or amendment as a public record, as defined in Conn. Gen. Stat. § 1-200.

### **34. RIGHTS TO AND INTEGRITY OF PUBLIC RECORDS**

In accordance with Conn. Gen. Stat. § 4d-34, (a) neither the Contractor nor Contractor Parties shall have any Title in or to (1) any public records which the Contractor or Contractor Parties possess, modify or create pursuant to a contract, subcontract or amendment to a contract or subcontract, or (2) any modifications by such contractor, subcontractor, employee or agent to such public records; (b) neither the Contractor nor Contractor Parties shall impair the integrity of any public records which they possess or create; and (c) public records which the Contractor or Contractor Parties possess, modify or create pursuant to this Contract or other contract, subcontract or amendment to a contract or subcontract shall at all times and for all purposes remain the property of the State. For purposes of this section, “public records” shall have the meaning set forth in Conn. Gen. Stat. § 4-33, as it may be modified from time to time.

### **35. PUBLIC RECORDS AND FOIA**

In accordance with Conn. Gen. Stat. § 4d-35, any public record which a state agency provides to the Contractor or Contractor Parties shall remain a public record for the purposes of Conn. Gen. Stat. § 1-210(a). With regard to any public records, the State, the Contractor and Contractor Parties shall have a joint and several obligation to comply with the obligations of the state agency under the Freedom of Information Act (FOIA), as defined in Conn. Gen. Stat. §1-200, provided that the determination of whether or not to disclose a particular record or type of record shall be made by such state agency.

### **36. DISCLOSURE OF PUBLIC RECORDS**

In accordance with Conn. Gen. Stat. § 4d-36, neither the Contractor nor Contractor Parties shall disclose to the public any public records (a) which they possess, modify or create pursuant to this Contract or any contract, subcontract or amendment to a contract or subcontract and (b) which a state agency (1) is prohibited from disclosing pursuant to state or federal law in all cases, (2) may disclose pursuant to state or federal law only to certain entities or individuals or under certain conditions or (3) may withhold from disclosure pursuant to state or federal law. This provision shall not be construed to prohibit the Contractor from disclosing such public records to any Contractor Parties to carry out the purposes of its subcontract. For purposes of this

section, “public records” shall have the meaning set forth in Conn. Gen. Stat. § 1-200, as it may be modified from time to time.

### **37. PROFITING FROM PUBLIC RECORDS**

In accordance with Conn. Gen. Stat. § 4d-37, neither the Contractor nor Contractor Parties shall sell, market or otherwise profit from the disclosure or use of any public records which are in their possession pursuant to this Contract or any contract, subcontract or amendment to a contract or subcontract, except as authorized in this Contract. For purposes of this section, “public records” shall have the meaning set forth in Conn. Gen. Stat. § 1-200, as it may be modified from time to time.

### **38. CONTRACTOR’S OBLIGATION TO NOTIFY DAS CONCERNING PUBLIC RECORDS**

In accordance with Conn. Gen. Stat. § 4d-38, if the Contractor or Contractor Parties learn of any violation of the provisions of Conn. Gen. Stat. §§ 4d-36 or 4d-37 they shall, no later than seven calendar days after learning of such violation, notify the Chief Information Officer of such violation.

### **39. GENERAL ASSEMBLY ACCESS TO RECORDS**

In accordance with Conn. Gen. Stat. § 4d-40, the Joint Committee on Legislative Management and each nonpartisan office of the General Assembly shall continue to have access to DAS records that is not less than the access that said committee and such offices have on July 1, 1997.

### **40. CONTINUITY OF SYSTEMS**

- a) This section is intended to comply with Conn. Gen. Stat. §4d-44, as it may be amended.
- b) 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, as it may be amended, 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 DAS 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 DAS, as required by Conn. Gen. Stat. §4d-32, as it may be amended, and without such subcontract including a provision that obligates the subcontractor to comply fully with Conn. Gen. Stat. §4d-44, as it may be amended, as if the subcontractor were in fact the Contractor. The Contractor shall make a full and complete disclosure of and delivery to DAS 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.

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

1. facilities and equipment: Unless a shorter period is necessary or appropriate to ensure compliance with subsection (a) above, in which case that shorter period shall apply, the Contractor shall deliver to DAS, F.O.B. Hartford, Connecticut or other State location which DAS identifies, all facilities and equipment related to or arising out of the Contract, subcontract or amendment, no later than 10 days from the date that the work under the Contract is transferred back to the State or to another contractor for any reason. The Contractor shall deliver the facilities and equipment to DAS, during DAS's business hours, in good working order and in appropriately protective packaging to ensure delivery without damage. Concurrent with this delivery, the Contractor shall also deliver all related operation manuals and other documentation in whatever form they exist and a list of all related passwords and security codes;
2. software Deliverables created or modified pursuant to the Contract, subcontract or amendment: Unless a shorter period is necessary or appropriate to ensure compliance with subsection (a) above, in which case that shorter period shall apply, the Contractor shall deliver to DAS, F.O.B. Hartford, Connecticut or other location which DAS identifies, all Deliverables, no later than 10 days from the date that the work under the SOW or Contract is transferred back to the State or to another contractor for any reason. The Contractor shall deliver such Deliverables to DAS, during DAS's business hours, in good working order, and if equipment shall be delivered, in appropriately protective packaging to ensure delivery without damage. Concurrent with this delivery, the Contractor shall also deliver all Deliverable-related operation manuals and other documentation in whatever form they exist, if delivery of such manuals and documentation is required by this Contract or the SOW for such Deliverable, and a list of all Deliverable passwords and security codes; and
3. Public Records, as defined in Conn. Gen. Stat. §4d-33, as it may be amended, which the Contractor or Contractor Parties possess or create pursuant to the Contract, subcontract or amendment: Unless a shorter period is necessary or appropriate to ensure compliance with subsection (a) above, in which case that shorter period shall apply, the Contractor shall deliver to DAS, F.O.B. Hartford, Connecticut or other State location which DAS identifies, all Public Records created or modified pursuant to the Contract, Statement of Work, subcontract or amendment and requested in writing by DAS (provided that Contractor may redact confidential information of Contractor, its personnel or third parties to the extent permitted by applicable law) no later than the latter of (1) the time specified in the section in this Contract concerning Termination for the return of Public Records and (2) 10 days from the date that the work under the Contract or Statement of Work is transferred back to the State or to another contractor for any reason. The Contractor shall deliver to DAS those Public Records in electronic, magnetic or other intangible form in a non-proprietary format, such as, but not limited to, ASCII or TXT. The Contractor shall deliver to DAS, during DAS's business hours, those Public Records and a list of all applicable passwords and security codes, all in appropriately protective packaging to ensure delivery without damage.

d) 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.

#### **41. TANGIBLE PERSONAL PROPERTY**

a) The Contractor on its behalf and on behalf of its Affiliates, as defined below, shall comply with the provisions of Conn. Gen. Stat. §12-411b, as follows:

1. For the term of the Contract, the Contractor and its Affiliates shall collect and remit to the State of Connecticut, Department of Revenue Services, any Connecticut use tax due under the provisions of Chapter 219 of the Connecticut General Statutes for items of tangible personal property sold by the Contractor or by any of its Affiliates in the same manner as if the Contractor and such Affiliates were engaged in the business of selling tangible personal property for use in Connecticut and had sufficient nexus under the provisions of Chapter 219 to be required to collect Connecticut use tax;
2. A customer's payment of a use tax to the Contractor or its Affiliates relieves the customer of liability for the use tax;
3. The Contractor and its Affiliates shall remit all use taxes they collect from customers on or before the due date specified in the Contract, which may not be later than the last day of the month next succeeding the end of a calendar quarter or other tax collection period during which the tax was collected;
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. Any Contractor or Affiliate who fails to remit use taxes collected on behalf of its customers by the due date specified in the Contract shall be subject to the interest and penalties provided for persons required to collect sales tax under chapter 219 of the general statutes.

b) For purposes of this section of the Contract, the word "Affiliate" means any person, as defined in Section 12-1 of the general statutes, 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.

c) 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.

#### **42. 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 for 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 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 confidentiality of any part of or all of the Contractor's bid, proposal or any Records, any intellectual property rights, other proprietary rights of any person or entity, copyrighted or non-copyrighted compositions, secret processes, patented or unpatented inventions, articles or appliances furnished or used in the Performance.
- b) The Contractor shall not be responsible for indemnifying or holding the State harmless from any liability arising due to the negligence of the State or any third party acting under the direct control or supervision of the State.
- c) 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.
- d) The Contractor's duties under this section shall remain fully in effect and binding in accordance with the terms 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.
- e) 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 commercial general liability insurance to satisfy its obligations under this Contract. The Contractor shall cause the State to be named as an additional insured on the policy and shall provide (1) a certificate of insurance, (2) the declaration page and (3) the additional insured endorsement to the policy to DAS all in an electronic format acceptable to DAS prior to the Effective Date of the Contract evidencing that the State is an additional insured. The Contractor shall not begin Performance until the delivery of these 3 documents to DAS. Contractor shall provide an annual electronic update of the 3 documents to DAS on or before each anniversary of the Effective Date during the Contract Term. The State shall be entitled to recover under the insurance policy even if a body of competent jurisdiction determines that the State is contributorily negligent.
- f) This section shall survive the Termination of the Contract and shall not be limited by reason of any insurance coverage.

### **43. SOVEREIGN IMMUNITY**

The parties acknowledge and agree that nothing in 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.

#### **44. SUMMARY OF STATE ETHICS LAWS**

Pursuant to the requirements of Section 1-101qq of the 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.

#### **45. AUDIT AND INSPECTION OF PLANTS, PLACES OF BUSINESS AND RECORDS**

- a) The State and its agents, including, but not limited to, the Connecticut Auditors of Public Accounts, Attorney General and State's Attorney and their respective agents, may, at reasonable hours, inspect and examine all of the parts of the Contractor's and Contractor Parties' plants and places of business which, in any way, are related to, or involved in, the performance of this Contract.
- b) The Contractor shall maintain, and shall require each of the Contractor Parties to maintain, accurate and complete Records. The Contractor shall make all of its and the Contractor Parties' Records available at all reasonable hours for audit and inspection by the State and its agents.
- c) The State shall make all requests for any audit or inspection in writing and shall provide the Contractor with at least twenty-four (24) hours' notice prior to the requested audit and inspection date. If the State suspects fraud or other abuse, or in the event of an emergency, the State is not obligated to provide any prior notice.
- d) The Contractor will pay for all costs and expenses of any audit or inspection which reveals information that, in the sole determination of the State, is sufficient to constitute a breach by the Contractor under this Contract. The Contractor will remit full payment to the State for such audit or inspection no later than 30 days after receiving an invoice from the State. If the State does not receive payment within such time, the State may setoff the amount from any moneys which the State would otherwise be obligated to pay the Contractor in accordance with this Contract's Setoff provision.
- e) The Contractor shall keep and preserve or cause to be kept and preserved all of its and Contractor Parties' Records until three (3) years after the latter of (i) final payment under this Contract, or (ii) the expiration or earlier termination of this Contract, as the same may be modified for any reason. The State may request an audit or inspection at any time during this period. If any Claim or audit is started before the expiration of this period, the Contractor shall retain or cause to be retained all Records until all Claims or audit findings have been resolved.
- f) 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.
- g) The Contractor shall incorporate this entire section verbatim into any contract or other agreement that it enters into with any Contractor Party.

#### **46. CAMPAIGN CONTRIBUTION RESTRICTION**

For all State contracts, defined in Conn. Gen. Stat. §9-612(g)(1) as having a value in a calendar year of \$50,000 or more, or a combination or series of such agreements or contracts having a value of \$100,000 or more, the authorized signatory to this Contract expressly acknowledges receipt of the State Elections Enforcement Commission's notice advising state contractors of state campaign contribution and solicitation prohibitions, and will inform its principals of the contents of the notice, as set forth in "Notice to Executive Branch State Contractors and Prospective State Contractors of Campaign Contribution and Solicitation Limitations," attached as Exhibit C.

#### **47. EXECUTIVE ORDERS**

This 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. The Contract may also be subject to Executive Order No. 14 of Governor M. Jodi Rell, promulgated April 17, 2006, concerning procurement of cleaning products and services, Executive Order No. 61 of Governor Dannel P. Malloy promulgated December 13, 2017 concerning the Policy for the Management of State Information Technology Projects, as issued by the Office of Policy and Management, Policy ID IT-SDLC-17-04, and Executive Order No. 49 of Governor Dannel P. Malloy, promulgated May 22, 2015, mandating disclosure of certain gifts to public employees and contributions to certain candidates for office in accordance with their respective terms. If Executive Orders 14, 61 or 49 are applicable, it is deemed to be incorporated into and are made a part of the Contract as if it had been fully set forth in it. At the Contractor's request, the State shall provide a copy of these orders to the Contractor.

#### **48. NONDISCRIMINATION**

a) For purposes of this Section, the following terms are defined as follows:

- i. "Commission" means the Commission on Human Rights and Opportunities;
- ii. "Contract" and "contract" include any extension or modification of the Contract;
- iii. "Contractor" and "contractor" include any successors or assigns of the Contractor or contractor;
- iv. "Gender identity or expression" means a person's gender-related identity, appearance or behavior, whether or not that gender-related identity, appearance or behavior is different from that traditionally associated with the person's physiology or assigned sex at birth, which gender-related identity can be shown by providing evidence including, but not limited to, medical history, care or treatment of the gender-related identity, consistent and uniform assertion of the gender-related identity or any other evidence that the gender-related identity is sincerely held, part of a person's core identity or not being asserted for an improper purpose;
- v. "good faith" means that degree of diligence which a reasonable person would exercise in the performance of legal duties and obligations;
- vi. "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;

- vii. "marital status" means being single, married as recognized by the state of Connecticut, widowed, separated or divorced;
- viii. "mental disability" means one or more mental disorders, as defined in the most recent edition of the American Psychiatric Association's "Diagnostic and Statistical Manual of Mental Disorders", or a record of or regarding a person as having one or more such disorders;
- ix. "minority business enterprise" means any small contractor or supplier of materials fifty-one percent 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 Connecticut General Statutes § 32-9n; and
- x. "public works contract" means any agreement between any individual, firm or corporation and the State or any political subdivision of the State other than a municipality for construction, rehabilitation, conversion, extension, demolition or repair of a public building, highway or other changes or improvements in real property, or which is financed in whole or in part by the State, including, but not limited to, matching expenditures, grants, loans, insurance or guarantees.

For purposes of this Section, the terms "Contract" and "contract" do not include a contract where each contractor is (1) a political subdivision of the state, including, but not limited to, a municipality, unless the contract is a municipal public works contract or quasi-public agency project contract, (2) any other state, including but not limited to any federally recognized Indian tribal governments, as defined in C.G.S. § 1-267, (3) the federal government, (4) a foreign government, or (5) an agency of a subdivision, state or government described in the immediately preceding enumerated items (1), (2), (3), or (4).

b) (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, gender identity or expression, status of a veteran, intellectual disability, mental disability 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; and the Contractor further agrees to take affirmative action to [insure] ensure 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, gender identity or expression, status of a veteran, intellectual disability, mental disability or physical disability, including, but not limited to, blindness, unless it is shown by the 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 the Contractor has a collective bargaining Agreement or other contract or understanding and each vendor with which the 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 Connecticut General Statutes §§ 46a-68e and 46a-68f and with each regulation or relevant order issued by said Commission pursuant to Connecticut General Statutes §§ 46a-56, 46a-68e and 46a-68f; and (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 Connecticut General Statutes § 46a-56. 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 projects.

c) 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.

d) The Contractor shall develop and maintain adequate documentation, in a manner prescribed by the Commission, of its good faith efforts.

e) The Contractor shall include the provisions of subsection (b) of this Section 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 Connecticut General Statutes §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.

f) The Contractor agrees to comply with the regulations referred to in this Section as they exist on the date of this Contract and as they may be adopted or amended from time to time during the term of this Contract and any amendments thereto.

g) (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 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 Contract 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 Connecticut General Statutes § 46a-56; and (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 Connecticut General Statutes § 46a-56.

h) The Contractor shall include the provisions of the foregoing paragraph 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 Connecticut General Statutes § 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.

#### **49. RESERVED**

#### **50. OWNERSHIP OF DATA**

a) All ownership, title, licenses, proprietary rights and interest (including, but not limited to, perpetual use) (for purposes of this Ownership of Data Section, collectively, "Title") of and to any and all data existing in electronic, magnetic or any other tangible or intangible form (for purposes of this Ownership of Data Section, "Data") that is uploaded, collected, stored, held, hosted, located or utilized by the Department or Contractor and Contractor Parties directly or indirectly in connection with this Contract at all times is and will always remain vested in the State. At no time will Contractor have Title to such Data, wherever located.

b) At no cost to the State the Contractor and Contractor Parties shall, no later than fifteen (15) days after (i) receiving a written request from the Department or (ii) Termination for any reason, deliver and transfer possession to the Department all of the Data, in a format acceptable to the State.

c) At no cost to the State, the Contractor and Contractor Parties shall, no later than fifteen (15) days after (i) receiving a written request from the Department, (ii) receiving final payment from the Department, or (iii) Termination for any reason, over-write and securely delete all of the Data, such that the Data will be expunged in a manner to make retrieval of the Data impossible.

d) The Contractor's failure to deliver and transfer possession of the Data to a duly authorized agent of the Department shall constitute, without more, a de facto breach of this Contract. Consequently, the Contractor shall indemnify and hold harmless the Department and the State, as appropriate, for any and all damages, costs and expenses associated directly or indirectly with such failure. The damages, costs and expenses shall include, but not be limited to, those resulting from any corresponding contracting for credit or identity protection services, or both, and from any subsequent non-State use of any Data. If Contractor Parties will Perform for any purpose under this paragraph, the Contractor represents and warrants that it shall cause each of the Contractor Parties to so Perform and that each has vested in the Contractor plenary authority to cause the Contractor Parties to Perform. For purposes of this Ownership of Data Section, "Perform" shall include, but not be limited to, the obligations relating to the sale, transfer of Title, removal and transfer of possession of the Data and indemnifying and holding harmless the Department and the State. The Contractor on its own behalf and on behalf of the Contractor Parties shall also provide, no later than 30 days after receiving a request by the Department, such information as the Department may identify to ensure, in the Department's sole discretion, compliance with the provisions of this Ownership of Data Section. This Ownership of Data Section survives Termination.

#### **51. TERMS**

Any and all Purchase Orders, Product Schedule Updates, Statement of Works or other documents authorized in connection with this Contract shall be subject to the terms of this Contract. Any terms or conditions contained in any such Purchase Order, Product Schedule Update, Statement of Work or other document shall have no force or effect and shall in no way affect, change or modify any of the terms of this Contract.

**52. WORKERS' COMPENSATION**

The Contractor shall maintain Worker's Compensation and Employer's Liability insurance in compliance with the laws of the state of Connecticut, which coverage shall include Employer's Liability coverage with minimum limits of \$100,000 for each accident, \$500,000 for disease, and \$100,000 for each employee, per policy period.

**53. AMENDMENTS; SUPREMACY AND ENTIRETY OF CONTRACT**

No amendment to or modification of this Contract shall be valid or binding unless made in writing, signed by the parties and, if applicable, approved by the Connecticut Attorney General. Any and all Purchase Orders, Product Schedule Updates, Statements of Work or other documents authorized in connection with this Contract shall be subject to the terms of this Contract. This Contract contains the complete and exclusive statement of the terms agreed to by the parties.

**THE REMAINDER OF THIS PAGE IS LEFT BLANK INTENTIONALLY**

**SIGNATURE PAGE OF CONTRACT**

IN WITNESS WHEREOF, the parties have executed this Contract by their duly authorized representatives with full knowledge of and agreement with its terms.

Advanced Digital Systems, Inc., d/b/a  
Mi-Corporation

STATE OF CONNECTICUT  
Department of Administrative Services

BY: \_\_\_\_\_  
NAME:  
TITLE:  
Duly Authorized  
DATE: \_\_\_\_\_

BY: \_\_\_\_\_  
NAME: Greg Mooney  
TITLE: Contract Specialist  
Duly Authorized  
DATE: \_\_\_\_\_

APPROVED AS TO FORM:  
STATE OF CONNECTICUT  
Office of the Attorney General

BY: \_\_\_\_\_  
NAME: Joseph Rubin  
TITLE: Assistant Deputy Attorney General  
DATE: \_\_\_\_\_



## **EXHIBIT A - DELIVERABLES**

The Contractor shall provide the Licensed Software in the Hosting Environment. The Licensed Software will be an application software on which Contractor's mobile solution will be configured to be used by Department for various purposes throughout locations within the State ("Mobile Solution").

### **I. Mobile Solution**

Contractor shall provide the Mobile Solution with the following capabilities:

#### **(A) Inspection forms design tool**

Contractor shall provide a web-based forms design tool via a practice "sandbox" hosted by Contractor. The design tool shall assist Departments with analysis, form designs and layout(s), and testing services to ensure the System moves into productive use, as determined by the Department. Contractor shall provide Department support for "sandbox" questions via [support@mi-corporation.com](mailto:support@mi-corporation.com), where Department requests will be logged with a ticket number and responded to by Contractor pursuant to the response times in Exhibit D, Section 3, subparagraph B "on-going support".

Contractor's Mobile Solution shall also include electronic form design, auto populating forms, data collection and storage, data communication, and business intelligence capabilities, all in accordance with and pursuant to Department's instructions.

#### **(B) Data integration**

The Contractor shall provide the Department with an overview and functional model of the Licensed Software middleware and establish data sources to prefill mobile or web-based forms with the Department's existing data sets, as identified by the Department.

#### **(C) Mobile compatibility**

The Mobile Solution must be compatible with all Department mobile devices, including, but not limited to tablets, notebooks, phones, and personal computers (PCs). The Mobile Solution must support the following operating systems: HTML5 browsers, iOS version 11 and later, Android version 8.0 and later, and Windows 10 Professional and later.

#### **(D) Inspection notes**

(1) Ability to add notes and pictures, as determined by the Department, including, but not limited to:

- i. Ability to add a note when a violation is remediated;
- ii. Record remediation tasks and due dates; and
- iii. Add notes to educate the applicant when there is not a violation.

(2) Utilize built in tools such as the camera and microphone (microphone-when connected to a cell network) on a device to assist with inputting notes.

(3) Provide writing recognition software for handwritten notes on a device, supported on Windows 10 Professional and later version.

**(E) Summary Report function with the following:**

- (1) Ability to be viewed on a mobile device.
- (2) Ability to capture electronic signature.
- (3) Ability to send the inspection summary report via mail or email to credential contact or additional email recipients.
- (4) Automate correspondence via email to outside agencies confirming a complete inspection.
- (5) Include state regulation and associate each regulation with an inspection step or violation.

**(F) Workflow, Business Rules**

- (1) Guide the User through the inspection process.
- (2) Allow Users to skip steps in the inspection process when not applicable.
- (3) Provide real time, flexible inspections that allow Users to add additional modules as required.
- (4) Ensure that the inspection type is correct based on the credential and credential status, pursuant to Department instruction.
- (5) Allow default answers to questions and prompt Users to respond to and address additional questions, pursuant to Department instruction.

**(G) Data collection**

- (1) Ability to include attachments directly to any inspection step.
- (2) Support use of PDF, XLS, DOC, JPG, TIFF file formats.
- (3) Flexibility to store inspection results and data for the following inspection activities:
  - i. Lab results;
  - ii. Financial data; and
  - iii. Measurements.
- (4) The Mobile Solution must be capable of the following:
  - i. Add or inactivate equipment during an inspection;
  - ii. Record and store details on each piece of equipment;
  - iii. Include the equipment details from previous inspection(s); and
  - iv. Include inspection steps for each piece of equipment.
- (5) Ability to read a Universal Product Code (“UPC”) code or a Quick Response (“QR”) code, and view the associated product or credential information.
- (6) Ability to collect, store, and display the contact photo on the inspection view.

**(H) Basic User application functionality**

- (1) Ability to work offline when there is poor or no connectivity and allow for data synchronization to occur when the mobile device regains connectivity.
- (2) Automate the assignment of User(s).
- (3) Assign User(s) to teams and to define User(s) roles on that team.
- (4) Conduct bulk User assignment and reassignments.

**(I) Integration of CAVU eLicense data**

The Contractor shall integrate the Mobile Solution, through an Application Programming Interface (API), with the Department’s CAVU eLicense software (“eLicense”), and upon integration, the Mobile Solution must allow all Users to perform the following:

- (1) View and select State regulation language stored in eLicense associated with an inspection step or violation;
- (2) Provide a summary view of any applicable contact with a record in eLicense;
- (3) Provide a summary view of the credential information available in eLicense;
- (4) Initiate a case investigation from the inspection module; and
- (5) Include prior inspection results on an inspection view or form.

**(J) Flexible, Configurable**

- (1) Ability to customize the inspection step response options based on the inspection type or step.
- (2) Allow a User to configure inspection subsections and reuse these subsections in other inspection types.
- (3) Allow a User to identify mandatory and optional inspection steps.

**(K) Usability, User Interface**

- (1) The Mobile Solution must utilize drop downs, free form, and other User interface components, pursuant to Department instruction.
- (2) The Mobile Solution must have the ability to split or categorize the inspection in multiple sections.
- (3) Mobile Solution must have the ability to go back and forth between inspection form sections, and save data without having to complete a section.

**(L) Access via User Mobile device**

- (1) Users shall be able to simultaneously access the Mobile Solution and eLicense on User mobile devices.

(2) The Mobile Solution must have the ability to integrate with iOS, Windows or Android mobile devices.

**(M) Geographic Information Systems (“GIS”) requirements**

(1) Display upcoming inspections on a map to depict property location pursuant to Department instruction, including the contact information and credential status for each facility.

(2) Integrate with Esri, the DAS Bureau of Enterprise Systems and Technology (BEST) enterprise GIS tool.

(3) Ability to select a GIS pin and open the underlying data view.

(4) Ability to create selection criteria for GIS views by credential type, location, and inspection due.

**(N) Laboratory data**

(1) The Mobile Solution must support capturing laboratory results and collection of scientific data, pursuant to Department instruction.

(2) Based on the laboratory results and scientific data captured, the Mobile Solution must generate a pass/fail conclusion pursuant to set factors as instructed by Department.

(3) The Mobile Solution must initiate workflows or actions based on a credential’s laboratory result history.

(4) The Mobile Solution must provide an interface to electronic measuring devices and have the ability to capture data, as instructed by the Department.

(5) The Mobile Solution must generate random inspection sampling based on data entered and preset business rules, as instructed by the Department.

(6) The Mobile Solution must perform real time calculations during inspections such as:

- i. Maximum Allowable Variation;
- ii. Tolerances; and
- iii. Other calculations as defined by the Department.

(7) The Mobile Solution must assign numeric values to each inspection step and generate a score, in accordance with and pursuant to Department instruction.

**(O) Reporting**

(1) Generate a report listing facilities that must be scheduled for inspection, in accordance with Department instruction.

(2) Provide business intelligence reporting functionality or integrate with a solution that provides business intelligence functionality, all in accordance with and pursuant to Department's instructions.

- (3) Create Department specific dashboards, pursuant to Department instruction.
- (4) Ability for Users to create, modify, and delete reports.
- (5) Ability to share and manage report designs among State agencies.
- (6) Schedule reports to be created on a one time or periodic basis.
- (7) Ability to include in any subsequent report any attribute or data item captured in prior reports.
- (8) Ability to use any attribute or data item as selection criteria within a report.
- (9) Ability to select null data or use wild cards in selection criteria.
- (10) Ability to calculate statistical information and include that statistical calculation within a report.
- (11) Produce detailed User productivity reports identifying individual workflow step, User status, and time taken to complete.
- (12) Ability to automatically notify a distribution list when a scheduled report is produced and provide the distribution list a copy of that report or an accessible link to the report.
- (13) Ability to output select data to standard electronic mediums, including, but not limited to MS Excel, MS Word, and PDF file formats.

**(P) Miscellaneous**

- (1) The Mobile Solution must provide configurable rules to allow the prioritization of inspections.
- (2) The Mobile Solution must have the ability to initiate a workflow process as the result of an inspection finding.
- (3) The Mobile Solution must allow a User to assess fines.
- (4) The Mobile Solution must maintain violation attributes such as the severity indicators of the violation.
- (5) The Mobile Solution must allow the use of business rules to limit a credential to one renewal related inspection due at a time.
- (6) The Mobile Solution must include the ability to create follow up items and schedule the follow up inspections.
- (7) The Mobile Solution must include the ability to establish an inspection type and due date according to credential type, credential status, past inspection results or credential activity according to Department identified business rules.

## **(Q) Security**

- (1) The Mobile Solution must include the following password requirements;
  - i. Length: 8 character minimum
  - ii. Use of upper and lower case letter: passwords must contain at least one numeric and at least one special character
  - iii. Expiration: 60 days
  - iv. Reuse: A password must not be reused for 24 generations
  - v. Lockout after 10 unsuccessful login attempts
  - vi. Account lockout duration: Auto unlock and ability to login after 15 minutes
  - vii. Reset: Users must have the ability to reset their password
  
- (2) The Mobile Solution must allow Users to access through a transport layer security mechanism; its web servers are configured to use only secure cipher suites.

## **II. Additional Services**

Contractor shall also provide the following services:

### **(A) Project Management**

Contractor shall provide oversight of all tasks, schedule meetings, establish project management timelines and leadership of meetings between the Department and Contractor, all as approved by the Department during the kick off meeting which the parties shall hold within thirty (30) days of the Effective Date. Contractor shall provide a project management software tool to provide real-time communication between Contractor and Department teams, capture project requirements and action items, share files, track status and collaborate with Department and team members to meet project requirements as identified by the Department during the kick off meeting. The project management software tool provided by Contractor shall be used to record and maintain the names and other identifying and contact information of Key Contractor Personnel and Department Project Personnel.

### **(B) Training**

Contractor shall deliver six (6) days of onsite, instructor led, hands-on classroom instruction on System administration, form development and reporting. Contractor shall submit a training schedule and training presentation outline for Department review and approval prior to commencing training. Training shall also include access to and use of Contractor's learning management software which must include step-by-step instruction on System administration, form development and reporting. Contractor shall provide follow up training to address trainee questions and outstanding training needs, as requested by the Department. Contractor shall conduct training in Connecticut at a location to be determined by the Department.

**Contract 17PSX0222 Price Schedule Exhibit B**

<i>Item</i>	Description	Unit	Cost per unit	# Units	Total Cost
<b>1</b>	<b>Year 1 Cost</b>				
	Implementation Configuration	Pack	\$5,000	1	\$5,000
<b>a</b>	Services				
	Implementation Project Support	Hour	\$160	365	\$58,400
<b>b</b>	Technical Services				
	Training	Days	\$2,500	6	\$15,000
<b>c</b>					
	Software Subscription	Users	\$325	225	\$76,950
<b>d</b>					
	<b>Year 1 Cost, due upon Acceptance</b>				<b><u>\$155,350</u></b>
<b>2</b>	<b>Year 2 Cost</b>				
	'Project Support Technical Services	Hour	\$165	80	\$12,800
<b>a</b>	for new use cases"				
	Software Subscription	Users	\$325	225	\$76,950
<b>b</b>					
	<b>Year 2 Cost</b>				<b><u>\$89,750</u></b>
<b>3</b>	<b>Year 3 Cost</b>				
	'Project Support Technical Services	Hour	\$170	80	\$13,600
<b>a</b>	for new use cases"				
	Software Subscription	Users		225	\$76,950
<b>b</b>					
	<b>Year 3 Cost</b>				<b><u>\$90,550</u></b>

<b>4</b>	<b>Year 4 Cost</b>				
a	'Project Support Technical Services for new use cases"	<b>Hour</b>	<b>\$175</b>	<b>80</b>	<b>\$14,000</b>
b	Software Subscription		<b>\$325</b>	<b>225</b>	<b>\$76,950</b>
	<b>Year 4 Cost</b>				<b><u>\$90,950</u></b>
<b>5</b>	<b>Additional Professional Services and Software License User Fees</b>				
	Project Manager	Hourly	<b>\$250</b>		
	Developer	Hourly	<b>\$150</b>		
	Database Administrator	Hourly	<b>\$150</b>		
	Business Analyst	Hourly	<b>\$150</b>		
	Testing / Training	Hourly	<b>\$100</b>		
	Software License User Fee	User	<b>\$325</b>		





## Notice to Executive Branch State Contractors and Prospective State Contractors of Campaign Contribution and Solicitation Limitations

This notice is provided under the authority of Connecticut General Statutes §9-612(G)(2), as amended by P.A. 10-1, and is for the purpose of informing state contractors and prospective state contractors of the following law (italicized words are defined on the reverse side of this page).

### CAMPAIGN CONTRIBUTION AND SOLICITATION LIMITATIONS

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 (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 (which includes town committees).

In addition, no holder or principal of a holder of a valid prequalification certificate, shall make a contribution to (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.

On and after January 1, 2011, 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 **knowingly solicit** contributions from the state contractor's or prospective state contractor's employees or from a *subcontractor or principals of the subcontractor* 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.

### 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** – Up to \$2,000 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 possible consequences of their violations may also be subject to civil penalties of up to \$2,000 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 not more than \$5,000 in fines, or both.

### CONTRACT CONSEQUENCES

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

In the case of a prospective state contractor, contributions made or solicited in violation of the above prohibitions 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 shall 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 may be found on the website of the State Elections Enforcement Commission, [www.ct.gov/seec](http://www.ct.gov/seec). Click on the link to "Lobbyist/Contractor Limitations."



## 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, a loan to an individual for other than commercial purposes or any agreement or contract between the state or any state agency and the United States Department of the Navy or the United States Department of Defense.

“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.

“Subcontractor” means any person, business entity or nonprofit organization that contracts to perform part or all of the obligations of a state contractor's state contract. Such person, business entity or nonprofit organization shall be deemed to be a subcontractor until December thirty first of the year in which the subcontract terminates. “Subcontractor” does not include (i) 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 (ii) 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 subcontractor” 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 subcontractor, 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 subcontractor, which is a business entity, as president, treasurer or executive vice president, (iii) an individual who is the chief executive officer of a subcontractor, which is not a business entity, or if a subcontractor has no such officer, then the officer who duly possesses comparable powers and duties, (iv) an officer or an employee of any subcontractor who has managerial or discretionary responsibilities with respect to a subcontract with a state contractor, (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 subcontractor.

Exhibit D – Service Level, Maintenance and Support Agreement

1) System Availability

Throughout the Term and at all times in connection with its actual or required Performance under the Contract, Contractor shall:

- A. Provide System Availability, defined below, at least 99.0 % of the Available-Time-per-Month, as measured over the course of each calendar month during the Term which the Contractor does or is required to Perform under the Contract.
- B. Calculation. The 99.0% required System Availability (Computed % Availability) for the System (exclusive of scheduled and routine maintenance) during any calendar month of productive Department use is computed as follows:

$$\text{Computed \% Reliability} = \frac{(\text{Available-Time-per-Month}) - (\text{Downtime-per-Month})}{(\text{Available-Time-per-Month})}$$

with “Available-Time-per-Month” equated to 24 hours times the number of days in the month, less the Excluded Unavailability (as defined hereinafter), which shall be deemed to correspond to POP during each calendar month and Downtime-per-Month equated to those hours of Available-Time-per-Month during which the Department or any specific site does not have System Availability.

EXAMPLE:

Given: Available-Time-per-Month was 720 hours.

Downtime per-Month was 3.60 hours.

$$\text{Then: Computed \% Reliability} = \frac{(720 - 3.60)}{720} = 99.5\%$$

C. Definitions

“System Availability” means the Hosted Services meet the System Reliability standards in 1) E below and are available and operable for access and use by Department and its Users over the Internet in accordance with the Contract and the Contract Exhibits.

“Excluded Unavailability” means: scheduled downtime, subject to Section D below and lack of System Availability due to the negligent act or omission of Department or anyone accessing the System through Department, and force majeure events as set forth in Section 20 of the Contract.

“Business Day” means the Department regular business hours, Monday to Friday, 8:00am to 5:00pm, Eastern Standard Time (EST).

- D. Scheduled downtime, including scheduled maintenance. Contractor shall provide monthly scheduled maintenance and notify Department via email at least five (5) Business Days in advance of any scheduled downtime of the System. Such scheduled downtime must be scheduled on a weekend day, unless otherwise agreed to by Department prior to the downtime.

Department acknowledges that large System Improvements, Upgrades, Updates or other maintenance including Contractor Parties’ services, may impact Availability and require additional scheduled downtime. The parties will mutually agree on the date and time that such additional scheduled downtime will take place. Contractor will inform Department of the amount of time expected and to

## Exhibit D – Service Level, Maintenance and Support Agreement

the extent possible, have the additional scheduled downtime take place outside of Department Business Days.

### E. System Reliability

The reliability, at any point in time, of the System shall be determined by the System's operational capability for productive Department use as configured and hosted, as applicable within the specified operating environment. Continued acceptability of the reliability of the System's performance shall be based on System operating errors or failures that preclude productive Department use of the System according to the requirements of this Contract and Contract Exhibits.

## 2) Redundant Hosting and Data Back Up

### A. Redundant Hosting

Contractor shall simultaneously operate two System database and storage locations within the continental United States.

### B. Data Back Up

Contractor shall conduct or cause to be conducted, automated nightly, weekly, and monthly back-ups of all System data and operating environments within the continental United States. These backups may be restored to different locations within the continental United States in the event of a geographical disaster.

## 3) System Maintenance and Support

### A. Maintenance

The Contractor shall provide Department with System maintenance and support, including, but not limited to, Upgrades, Updates, Improvements and technical support of all services.

### B. On-going support

Contractor shall provide on-going support to Department via Contractor's cloud-based support ticket tracking and helpdesk software solution. The Contractor shall provide such support Monday through Friday, 8:00am to 8:00pm EST, accessible by Department via [support@mi-corporation.com](mailto:support@mi-corporation.com). Department requests for support shall be logged and tracked in Contractor's support ticket tracking system, pursuant to the severity level and response through resolution goals identified in the chart below:

## Exhibit D – Service Level, Maintenance and Support Agreement

<b>Severity Level</b>	<b>Description</b>	<b>Response time Goal:</b>	<b>Assignment Goal:</b>	<b>Status Reporting Goal:</b>	<b>Resolution Goal:</b>
Minor	Cosmetic or low impact error in a limited process with a workaround available.	Tier I Low (1 Business Day)	Tier I (triage < 2hrs)	Tier I (1 Business Day)	Tier I Low(20 days)
Major	Multiple Users are impacted. Where an alternative method may be available the method could involve many individuals.	Tier I Medium (1 Business Day)	Tier I (triage < 2hrs)	Tier I (1 Business Day)	Tier I Medium (10 days)
High	Performance has degraded or specific functions are not operating correctly. There is not a workaround.	Tier II High (4 hours)	Tier II (triage < 1 hour)	Tier II (4 hours)	Tier II High (7 days)
Critical	The System is inoperable or is substantially not working.	Tier II Urgent (4 hours)	Tier II (triage < 1 hour)	Tier II (4 hours)	Tier II Urgent (3 days)

## EXHIBIT E

### DELIVERABLE IMPLEMENTATION SCHEDULE

#### **I. IMPLEMENTATION**

##### **A. Project Kick Off**

Contractor shall conduct a kick off meeting within thirty (30) days of the Effective Date to plan, coordinate, and identify specific project tasks, documents, and dates for delivery. All Deliverables, including but not limited to, tasks and timelines submitted, will be subject to Department review and approval prior to Acceptance and payment.

##### **B. Deliverable tasks**

###### **(1) Project Initiation, duration 1 Business Day**

- a. Overview of Contractor's and Department's roles and responsibilities;
- b. Identification and introduction of Key Contractor Personnel and Department contacts;
- c. Identify infrastructure requirements to Department;
- d. Identify planned dates for project events as agreed upon between the Contractor and Department;
- e. Identify Department building and systems security access, as applicable;
- f. Introduction to Contractor's project management tool "Basecamp" (a real-time communication tool to help teams communicate, collaborate, share files and track status.)
- g. Validate Department's infrastructure is in place.

###### **(2) Discovery, duration, 6 Business Days**

The discovery task must provide a detailed review of the expected integrations with the API of CAVU eLicense, and GIS requirements. During the discovery phase the Department and the Contractor shall educate both project teams on critical-path events to remain on plan for production rollout.

###### **(3) Implementation Assistance, duration 25 Business Days**

Contractor's implementation assistance shall include

- a. Forms Design, duration 4 Business Days
- b. Data Integration, duration 5 Business Days
- c. CAVU eLicense Integration, duration 10 Business Days)
- d. GIS Integration, duration 5 Business Days. GIS Integration task will define and document the initial data sets and initial map formats to be provided to the Licensed Software for utilization within the Department's forms.
- e. Implementation Pattern Documentation, duration 1 Business Day. Contractor shall develop implementation patterns for installation, configuration and development scenarios and document implementation patterns in the form of repeatable steps as directed by the Department.

**(4) Environmental Configuration Assistance, duration, 5 Business Days.**

- a. Contractor shall establish and verify installation of three (3) environments:
  - i. Development
  - ii. Test
  - iii. Production
- b. Verification testing will include test users, form and groups. Verification testing will include but is not limited to;
  - i. remote User access,  
Active Directory) security set up,
  - ii. authentication,
  - iii. group management,
  - iv. forms libraries, workflows, and
  - v. mail server connectivity.

**(5) Training, duration 6 Business Days**