

CONSULTANTS MASTER AGREEMENT

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This Consultants Master Agreement, hereinafter referred to as the "Agreement" or "contract," is made by and between the State of Connecticut, acting by its Department of Information Technology/Contracts & Purchasing Division, hereinafter referred to as the "Customer," located at 101 East River Drive, East Hartford, Connecticut 06108-3274, and Tri-Com Consulting Group, LLC, hereinafter referred to as the "Supplier" or "Contractor," having its principal place of business at 333 Industrial Park Road, Middletown, CT 06457.

The terms and conditions of this Agreement are contained in the following sections:

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**DEFINITIONS**

- A. **Contract User** – All Using State Agencies, Political Sub-Divisions, Municipalities and Non-Profits.
- B. **Customer** – State of Connecticut acting by its Department of Information Technology.
- C. **Statement of Work** – Detailed description of project.
- D. **“RFP”** as used herein, shall mean the Request for Proposal No. 04ITZ0007 issued by the State on **April 16, 2004** concerning IT Professional Services.
- E. **Small Business Enterprise (SBE)** – A company that has been under the same ownership and management and has maintained its principle place of business in Connecticut for a period of at least one year immediately following the date of application to the State of Connecticut Small Business Program with gross revenues of less than \$10,000,000 in the most recent fiscal year, and with 51% ownership held by person(s) who exercises the operational authority over the daily affairs of the business and has the power to direct the policies and management and receives the beneficial interests of the business.
- F. **Minority-owned Business Enterprise (MBE)** – Meets the definition of a Small Business and, must be owned and operated by a person(s) who is a member of a minority group; and who has at least 51% ownership of the company; and exercises the operational authority over the daily affairs of the business and has the power to direct the policies and management and receives the beneficial interests of the business.
- G. **Minority** – Minority is defined in Connecticut General Statute § 32-9n as:  

Black Americans, including all persons having origins in any of the Black African racial groups not of Hispanic origin; Hispanic Americans, including all persons of Mexican, Puerto Rican, Cuban, Central or South American or other Spanish culture of origin; All persons having origins in the Iberian Peninsula, including Portugal, regardless of race; Asian Americans; American Indians and persons having origins in any of the original peoples of North America and maintaining identifiable tribal affiliation through membership and participation or community identification; A woman; An individual with a disability.
- H. **“Product Schedule”** as used herein, which is attached to this Agreement, shall mean that document which establishes the component or unit pricing, and price schedules and terms as applicable, for every Deliverable available pursuant to this Agreement.
- I. **“Alterations”** as used herein, shall mean modifications made by the State or the Department to any Deliverable thereby making such Deliverable non-conformant with Contractor design and/or operation specifications.
- J. **“Deliverable”** as used herein, shall mean any product, whether hardware, software, documentation, license, information or otherwise, or any service, whether development, integration, administrative, maintenance, operations, support, or otherwise, or any warranty, that is an element of the Supplier’s overall approach and solution to the requirements of the Statement of Work, whether produced by the Supplier or by a third party such as a supplier or subcontractor to the Supplier, that is agreed to be provided to the State by the Supplier pursuant to this Agreement.

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Reference No. B-05-005

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In consideration of the mutual promises and covenants in this Agreement, and for other good and valuable consideration, the receipt and sufficiency of which are acknowledged, the parties agree as follows:

## 1. CONSULTANTS

Upon acceptance of a proper purchase order issued by an Contract User of the Customer, the Supplier shall provide to the Contract User the consultant(s), hereinafter referred to as "Consultant(s)," as noted in the Classification of Consultants for the rates listed in the Product Schedule in accordance with the terms and conditions of this Agreement and in accordance with the provisions set forth in such purchase order.

Any such purchase order shall contain, as a minimum, the following:

- a) Name of each Consultant
- b) Classification title
- c) Rate of payment and not to exceed amount
- d) Duration of required services of each Consultant (start date, end date)
- e) Project title and Contract User location at which each Consultant will generally perform
- f) Statement of Work
- g) Contract user official or representative from whom supervision shall be received
- h) Address for submission of invoices
- i) Reference to this Agreement (Reference No. B-05-005)

## 2. TERM

This Agreement shall become effective upon its approval as to form by the Attorney General of the State of Connecticut, and shall continue for a term of (3) years with an option for (2) one (1) year extensions. Such optional extensions shall be exercised at the sole discretion of the Customer.

## 3. TERMINATION OF CONSULTANTS

a. Upon thirty (30) days' notice to the Supplier, by the issuance of a purchase Order Amendment, the Contract User may reasonably amend any Purchase order and/or may terminate any Consultant noted in any Purchase order.

If in the opinion of the Contract User the ongoing performance of any service provided by Supplier does not conform to the provisions of an issued purchase order, the Contract User shall give Supplier written notice of performance deficiencies. Supplier shall then have not more than a ten (10) calendar day period to correct any such deficiency. If during this period such service performance level continues to be in nonconformance with the provisions of an issued and accepted purchase order, then Supplier shall be in default of this Agreement and the Contract User at its option may thereupon, request Supplier to replace Consultant at Supplier's expense or terminate the Consultant without Contract User penalty, further obligation or financial liability.

b. Completion of any services of any Consultant provided hereunder, or the Contract User's failure to issue any purchase order hereunder, shall not terminate this Agreement. The intent of the parties being to leave this Agreement in effect for the term specified in Section 2.

Notwithstanding any provision or language in this Agreement to the contrary, the Commissioner may terminate this contract whenever he/she determines in his/her sole discretion that such termination is in the best interests of the State. Any such termination shall be effected by delivery to the Supplier of a written notice of termination. The notice of termination shall be sent by registered mail to the Supplier address furnished to the State for purposes of correspondence or by hand delivery. Upon receipt of such notice, the Supplier shall both immediately discontinue all services affected (unless the notice directs otherwise) and deliver to the State all data, drawings, specifications, reports, estimates, summaries, and

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such other information and materials as may have been accumulated by the Supplier in performing his duties under this contract, whether completed or in progress. All such documents, information, and materials shall become the property of the State. In the event of such termination, the Supplier shall be entitled to reasonable compensation as determined by the Commissioner of the Department of Information Technology, however, no compensation for lost profits shall be allowed.

**4. SELECTION AND PERFORMANCE CRITERIA**

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

- i. This Statement of Work, unless modified in writing by the Contract User, shall be the performance guide to be used by both the Supplier and Contract User.
- ii. When receiving a resume request from any Contract User, the Supplier must provide a minimum of three (3) resumes from qualified consultants within five (5) business days of the notification date. When submitting resumes, the Supplier must provide Form I-9 issued by the U.S. Department of Justice Immigration and Naturalization Service documenting each consultant’s eligibility to work in the United States and a notarized copy of the most recent Ethics Contractor Affidavit Statement regarding gifts. Any resource requested must be available for deployment within one (1) week from date of purchase order unless otherwise agreed to by the parties hereto.

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

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

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

**5. ACQUIRING ADDITIONAL SERVICES**

Supplier may supplement the Product Schedule at any time to make additional services available to the Customer, provided that the effective date of each supplement is stated thereon. Any supplement must be transmitted to the Customer with a cover letter documenting formal approval of the supplement by a Supplier representative then legally empowered to so act. The Product Schedule may be updated from time to time by the Supplier requesting the addition of a new service in writing to the State. The addition or upgrading of a service is conditioned upon the new service being of a similar nature and having a similar use as the services set forth in this Agreement and the written approval of the Customer.

**6. CONSULTANT DATES OF SERVICE**

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

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**7. FINANCIAL CONSIDERATIONS**

a. Work Day

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

b. Computing Payments

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

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

c. Travel Time

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

d. Expenses

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

e. Enhanced Training

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

f. Personnel Movement Costs

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

g. Experience of Consultant

There shall be no upward reclassification of a consultant during the term of purchase order into a higher experience category for pay purposes.

All consultants deployed on assignments involving web site development or internet-based applications must be trained through a State acceptable program that offers certification for Universal Web Site Accessibility.

**8. SUPPLIER REQUIREMENTS**

a. Subcontractors

Supplier may only provide consultant(s) through a subcontractor which in turn is acceptable to the Contract User. The responsibility for payment to any subcontractor hired by Supplier and agreed to by the Contract User will rest solely with Supplier.

The Supplier warrants and represents that all consultants and/or subcontractors assigned to perform under this Agreement shall be construed as if they are full-time employees of the Supplier. The Supplier

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agrees to promptly provide specific supportive documentation of employment status as requested.

b. Work Eligibility

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

c. Background Checks

The Department of Public Safety ("DPS") may perform background checks on consultants that will work under this Agreement.

d. Supplier Diversity

The Customer requires that Supplier assist the Contract Users in reaching their Supplier Diversity goals. Contract users will specify work that will be given to a Small Business Enterprise (SBE) or a Minority Business Enterprise (MBE). Supplier must fulfill minimum of 25% of the SBE/MBE requirement. Failure to meet these goals may result in termination of this Agreement. The Supplier shall pay SBE/MBE subcontractors within 30 days after invoice in accordance with Connecticut General Statute § 4a-60g, or as it may be amended or supplemented from time to time.

e. Reportings

The Customer requires that the Supplier submit a quarterly report to the Contracts and Purchasing Division which shall include all information noted on the sample Quarterly Report included in the Product Schedule. Failure to submit such quarterly reports may result in the termination of this agreement.

9. **CONSULTANT COMMITMENT**

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

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

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

10. **PERFORMANCE FAILURE**

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

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Number of Work Days Worked  
by the Consultant

Calculation of Customer Credits

1 thru 15 days	Credit for total charges plus 10% of such charges to cover Contract User's administrative overhead
16 thru 30 days	Credit for one half (50%) of total charges
31 days and thereafter	Credit for ten (10) work days of charges

**11. RATES AND PAYMENTS**

Supplier agrees to provide the services at rates not exceeding the rates set forth in the Product Schedule.

Payment of undisputed charges will be made only after presentation of a properly documented invoice. All invoices shall be sent directly to the Contract User. All inquiries regarding the status of unpaid invoices shall also be directed to the Contract User. In cases where there is a good faith dispute concerning the Supplier's claim for payment, the Contract User shall contact the Supplier prior to payment due date and payment of charges in dispute may be withheld in whole or in part. If the Supplier corrects the defect or impropriety within five (5) business days of being so contacted, Supplier shall be entitled to payment. Otherwise, the parties shall resolve the dispute in accordance with the applicable dispute resolution process.

All charges against the Supplier, including credits, shall be deducted from current obligations that are due or may become due. In the event that collection is not made in this manner, the Supplier shall pay the State, on demand, the amount of such charges.

The Supplier agrees that the sole and exclusive means for the presentation of any claim against the State arising from this contract shall be in accordance with Chapter 53 of the Connecticut General Statutes (Claims against the State) and the Supplier further agrees not to initiate legal proceedings in any State or Federal Court in addition to, or in lieu of, said Chapter 53 proceedings.

**12. WEB PAGE, NEWS RELEASES, COMMERCIAL ADVERTISING**

The Supplier must develop and maintain customized web pages exclusively for the use of the Customer and Contract Users. These web pages shall include the Master Agreement, Product Schedule (including position descriptions and pricing), procedures and policies, contact information, escalation information and any other information deemed necessary by the Customer. All information on web page must be approved in writing by Customer prior to posting.

Supplier news releases and commercial advertising which pertain to this Agreement shall neither be made nor authorized by the Supplier without prior written approval of Customer.

**13. CONFIDENTIALITY**

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

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

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

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**14. OWNERSHIP AND PROPRIETARY RIGHTS**

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

**15. SEPARABILITY**

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

**16. HEADINGS**

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

**17. GENERAL**

a. This Agreement does not authorize either party to act as the agent or legal representative of the other for any purpose whatsoever. Neither party is granted any express or implied right, obligation or responsibility to bind the other party in any manner.

b. The failure of either party at any time to require performance by the other party of any provision hereof shall not affect in any way the full right to require such performance at any time thereafter. The waiver by either party of a breach of any provision herein shall not be taken or held by the other party to be a waiver of the provision itself unless such a waiver is expressed in writing by the affected party and signed by an authorized individual of the affected party.

c. This Agreement may not be assigned by Customer without Supplier's prior written consent. This Agreement may not be assigned by Supplier without Customer's prior written consent and Supplier's compliance with the requirements of the State's Comptroller's Office concerning such assignments. Any such written consent shall not be unreasonably withheld.

**18. DATE COMPLIANCE**

The Contractor warrants that the system as a whole and each component of it, as applicable, is compliant with Year 2000 (Y2K) and all other dates, as specified in the business and technical requirements of the RFP.

Notwithstanding any provision to the contrary in any Contractor warranty or warranties, the remedies available to the State under this Year 2000 warranty shall include repair or replacement of any element of the System whose non-compliance with the Year 2000 warranty is discovered and made known to the Contractor in writing. This warranty remains in effect for 365 days following the Warranty Period of this agreement.

Nothing in this warranty shall be construed to limit any rights or remedies the State may otherwise have under this contract with respect to defects other than Year 2000 compliance.

In addition, the Contractor warrants that elements of the System modified or remediated to achieve Year 2000 compliance will remain unaffected with respect to their functioning or performance except for processing and exchanging date/time data. The Contractor warrants that Deliverables not being modified or remediated directly will remain unaffected with respect to their normal functioning or performance.



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**19. COMMUNICATIONS**

The address for the submission of invoices shall be provided in purchase orders.

Unless notified otherwise by the other party in writing:

a) Correspondence and notices between the parties to this Agreement as to general business matters, reporting requirements, or the terms and conditions herein should be directed to:

Customer – Department of Information Technology  
Contracts & Purchasing Division  
101 East River Drive,  
East Hartford, CT 06108-3274

Supplier – As stated on page one of this Agreement

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

b) All technical, coordination, or day-to-day administrative matters pertaining to this Agreement should be directed to:

Contract user – As specified in the applicable purchase order

Supplier – As stated on page one of this Agreement

**20. NONDISCRIMINATION AND AFFIRMATIVE ACTION PROVISIONS**

This section is inserted in this contract in connection with Subsection (a) of Section 4a-60 of the General Statutes of Connecticut, as revised.

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

For the purposes of this section, "commission" means the commission on human rights and opportunities.

For the purposes of this section, "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.

b. (1) The Supplier agrees and warrants that in the performance of the contract such Supplier will not discriminate or permit discrimination against any person or group of persons on the grounds of race, color, religious creed, age, marital status, national origin, ancestry, sex, mental retardation or physical disability, including, but not limited to, blindness, unless it is shown by such Supplier that such disability prevents performance of the work involved, in any manner prohibited by the laws of the United States or of the State of Connecticut. The Supplier further agrees to take affirmative action to insure that applicants with job-related qualifications are employed and that employees are treated when employed without regard to their race, color, religious creed, age, marital status, national origin,

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ancestry, sex, mental retardation, or physical disability, including, but not limited to, blindness, unless it is shown by such Supplier that such disability prevents performance of the work involved; (2) the Supplier agrees, in all solicitations or advertisements for employees placed by or on behalf of the Supplier, to state that it is an "affirmative action-equal opportunity employer" in accordance with regulations adopted by the commission; (3) the Supplier agrees to provide each labor union or representative of workers with which such Supplier has a collective bargaining agreement or other contract or understanding and each vendor with which such Supplier has a contract or understanding, a notice to be provided by the commission advising the labor union or workers' representative of the Supplier's commitments under this section, and to post copies of the notice in conspicuous places available to employees and applicants for employment; (4) the Supplier agrees to comply with each provision of this section and Conn. Gen. Stat. Sections 46a-68e and 46a-68f and with each regulation or relevant order issued by said commission pursuant to Conn. Gen. Stat. Sections 46a-56, 46a-68e and 46a-68f; (5) the Supplier 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 Supplier as relate to the provisions of this section and Conn. Gen. Stat. Section 46a-56. If the contract is a public works contract, the Supplier agrees and warrants that he will make good faith efforts to employ minority business enterprises as Sub-contractors and suppliers of materials on such public works project.

c. Determination of the Supplier's good faith efforts shall include but shall not be limited to the following factors: The Supplier'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 Supplier shall develop and maintain adequate documentation, in a manner prescribed by the commission, of its good faith efforts.

e. 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 subSupplier, vendor or manufacturer unless exempted by regulations or orders of the commission. The Supplier 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 Conn. Gen. Stat. Section 46a-56; provided, if such Supplier becomes involved in, or is threatened with, litigation with a subSupplier or vendor as a result of such direction by the commission, the Supplier 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 Supplier 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.

**21. NONDISCRIMINATION PROVISIONS REGARDING SEXUAL ORIENTATION**

This section is inserted in this contract in connection with Subsection (a) Section 4a-60a of the General Statutes of Connecticut, as revised.

a. (1) The Supplier agrees and warrants that in the performance of the contract such Supplier will not discriminate or permit discrimination against any person or group of persons on the grounds of sexual orientation, in any manner prohibited by the laws of the United States or of the State of Connecticut, and that employees are treated when employed without regard to their sexual orientation; (2) the Supplier agrees to provide each labor union or representative of workers with which such Supplier has a collective bargaining agreement or other contract or understanding and each vendor with which such

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Supplier 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 Supplier's commitments under this section, and to post copies of the notice in conspicuous places available to employees and applicants for employment; (3) the Supplier agrees to comply with each provision of this section and with each regulation or relevant order issued by said commission pursuant to section 46a-56 of the general statutes; (4) the Supplier 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 Supplier which relate to the provisions of this section and section 46a-56 of the general statutes.

b. The Supplier shall include the provisions of Subsection a 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 Supplier shall take such action with respect to any such subcontract or purchase order as the commission may direct as a means of enforcing such provisions including sanctions for noncompliance in accordance with section 46a-56 of the general statutes; provided, if such Supplier becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the commission, the Supplier 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.

c. The Supplier 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.

**22. EXECUTIVE ORDER NO. THREE**

This contract is subject to the provisions of Executive Order No. Three of Governor Thomas J. Meskill promulgated June 16, 1971 and, as such, this contract may be cancelled, terminated or suspended by the state labor commissioner for violation of or noncompliance with said Executive Order No. Three, or any state or federal law concerning nondiscrimination, notwithstanding that the labor commissioner is not a party to this contract. The parties to this contract, as part of the consideration hereof, agree that said Executive Order No. Three is incorporated herein by reference and made a part hereof. The parties agree to abide by said Executive Order and agree that the state labor commissioner shall have continuing jurisdiction in respect to contract performance in regard to nondiscrimination, until the contract is completed or terminated prior to completion.

The Supplier agrees, as part consideration hereof, that this contract is subject to the Guidelines and Rules issued by the state labor commissioner to implement Executive Order No. Three, and that he will not discriminate in his employment practices or policies, will file all reports as required, and will fully cooperate with the State of Connecticut and the state labor commissioner.

**23. EXECUTIVE ORDER NO. SIXTEEN**

This Agreement is subject to Executive Order No. Sixteen of Governor John G. Rowland promulgated August 4, 1999 and, as such, this Agreement may be canceled, terminated or suspended by the State for violation of or noncompliance with said Executive Order No. 16. The parties to this Agreement, as part of the consideration hereof, agree that said Executive Order No. 16 is incorporated herein by reference and made a part hereof. The parties agree to abide by such Executive Order.

**24. EXECUTIVE ORDER NO. SEVENTEEN**

This contract is subject to the provisions of Executive Order No. Seventeen of Governor Thomas J. Meskill promulgated February 15, 1973, and, as such, this contract may be cancelled, terminated or

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suspended by the contracting Contract User or the State Labor Commissioner for violation of or noncompliance with said Executive Order No. Seventeen, notwithstanding that the Labor Commissioner may not be a party to this contract. The parties to this contract, as part of the consideration hereof, agree that Executive Order No. Seventeen is incorporated herein by reference and made a part hereof. The parties agree to abide by said Executive Order and agree that the contracting Contract User and the State Labor Commissioner shall have joint and several continuing jurisdiction in respect to contract performance in regard to listing all employment openings with the Connecticut State Employment Service.

**25. WORKERS' COMPENSATION**

Supplier agrees to carry sufficient workers' compensation and liability insurance in a company, or companies, licensed to do business in Connecticut, and furnish certificates if required.

**26. APPLICABLE LAW. JURISDICTION**

- a. This contract shall be governed, interpreted and construed under and in accordance with the laws of the State of Connecticut without regard to its conflict of laws principles. This contract shall be deemed to have been made in East Hartford, Connecticut.
- b. The Supplier irrevocably consents with respect to any permitted claims or remedies at law or equity, arising out of or in connection with this contract, to the jurisdiction of the Connecticut Superior Court or the U.S. District Court for the District of Connecticut and with respect to venue in the Judicial District of Hartford-New Britain at Hartford or the U.S. District Court for the District of Connecticut in Hartford, and irrevocably waives any objections it may have to such jurisdiction on the grounds of lack of personal jurisdiction of such court or the laying of venue of such court or on the basis of forum non conveniens or otherwise.
- c. Supplier agrees to appoint agents in the State to receive service of process. In the event Supplier fails to appoint said agent the Secretary of the State of Connecticut is hereby appointed by Supplier as its agent for service of process for any action arising out or as a result of this contract, such appointment to be in effect throughout the life of this contract including any supplements hereto and all renewals thereof, if any, and six (6) years thereafter except as otherwise provided by law.

**27. LANGUAGE REQUIRED PURSUANT TO C.G.S. §1-200 AND §1-218**

Each contract in excess of two million five hundred thousand dollars between a public Contract User and a person for the performance of a governmental function shall (1) provide that the public Contract User is entitled to receive a copy of records and files related to the performance of the governmental function, and (2) indicate that such records and files are subject to the Freedom of Information Act and may be disclosed by the public Contract User pursuant to the Freedom of Information Act. No request to inspect or copy such records or files shall be valid unless the request is made to the public Contract User in accordance with the Freedom of Information Act. Any complaint by a person who is denied the right to inspect or copy such records or files shall be brought to the Freedom of Information Commission in accordance with the provisions of sections 1-205 and 1-206 of the general statutes.

**28. REPORTS TO THE AUDITORS OF PUBLIC ACCOUNTS**

This contract is subject to the provisions of §4-61dd Connecticut General Statutes. In accordance with this section any person having knowledge of any matter involving corruption, violation of state or federal laws or regulations, gross waste of funds, abuse of authority or danger to the public safety occurring in any large state contract, may transmit all facts and information in his possession concerning such matter to the Auditors of Public Accounts. In accordance with subsection (e) if an officer,

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employee or appointing authority of a large state Supplier takes or threatens to take any personnel action against any employee of the Supplier in retaliation for such employee's disclosure of information to the Auditors of Public Accounts or the Attorney General under the provisions of this section, the Supplier shall be liable for a civil penalty of not more than five thousand dollars for each offense, up to a maximum of twenty per cent of the value of the contract. Each violation shall be a separate and distinct offense and in the case of a continuing violation each calendar day's continuance of the violation shall be deemed to be a separate and distinct offense. The executive head of the State or quasi-public Contract User may request the Attorney General to bring a civil action in the Superior Court for the Judicial District of Hartford to seek imposition and recovery of such civil penalty. In accordance with subsection (f) each large state Supplier shall post a notice of the provisions of this section relating to large state Suppliers in a conspicuous place which is readily available for viewing by the employees of the Supplier.

**29. LANGUAGE REQUIRED PURSUANT TO C.G.S. §4d-44**

The provisions of Section 4d-44 of the Connecticut General Statutes concerning continuity of systems in the event of expiration or termination of contracts, amendments or default of the Supplier are incorporated herein by reference.

Sec. 4d-44. Each contract, subcontract or amendment to a contract or subcontract shall include provisions ensuring continuity of state Contract User information system and telecommunication system facilities, equipment and services, in the event that work under such contract, subcontract or amendment is transferred back to the State or transferred to a different Supplier, upon the expiration or termination of the contract, subcontract or amendment or upon the default of the Supplier or subcontractor. Such provisions shall include, but not be limited to, (1) procedures for the orderly transfer to the State of (A) such facilities and equipment, (B) all software created or modified pursuant to the contract, subcontract or amendment, and (C) all public records, as defined in section 4d-33, which the Supplier or subcontractor possesses or creates pursuant to such contract, subcontract or amendment, and (2) procedures for granting former State employees who were hired by such Supplier or subcontractor the opportunity for reemployment with the State.

The parties agree to enter into an amendment to this contract as soon as practicable to set out the express terms to comply with the provisions of C.G.S. §4d-44.

**30. NO RESALE**

Customer is not permitted to resell the services.

**31. APPROVAL OF AGREEMENT**

This Agreement shall become effective upon its approval as to form by the Office of the Attorney General of the State of Connecticut.

**32. SURVIVAL BEYOND COMPLETION**

The provisions of Section 12 and Section 13 shall survive the expiration or termination of this Agreement.

**33. ORDER OF PRECEDENCE**

The Parties agree that all of the following documents are incorporated by reference into this Agreement. With regard to any inconsistencies that might arise, the following order of precedence shall be used:

CONSULTANTS MASTER AGREEMENT

Reference No. B-05-005

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- 1. This Agreement
- 2. RFP #04ITZ0007 and all Amendments
- 3. Tri-Com Consulting Group, LLC Original Proposal

**34. ENTIRETY OF AGREEMENT**

This Agreement includes the SIGNATURE PAGE OF AGREEMENT. To the extent the provisions of the previously mentioned Product Schedule and any aforementioned Attachment do not contradict the provisions of Sections 1 through 34 of this Agreement, said documents are incorporated herein by reference and made a part hereof as though fully set forth herein. This Agreement, as thus constituted, contains the complete and exclusive statement of the terms and conditions agreed to by the parties hereto and shall not be altered, amended, or modified except in writing executed by an authorized representative of each party.

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

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CONSULTANTS MASTER AGREEMENT

Reference No. B-05-005

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SIGNATURE PAGE OF AGREEMENT

This Agreement is entered into by authority of Sections 4d-2, 4d-5 and 4d-8 of the General Statutes.

APPROVED:

APPROVED:

The Tri-Com Consulting Group L.L.C. STATE OF CONNECTICUT

BY: Karl C. Hespeler  
NAME: Karl C. Hespeler  
TITLE: Partner

BY: [Signature]  
Elizabeth D. Petroni  
Chief of Staff  
Department of Information Technology,  
duly authorized

DATE: 11/3/2004  
"(L.S.)"

DATE: 11/8/04

SEAL

APPROVED AS TO FORM:

[Signature]  
Attorney General of the State of Connecticut

Assoc. Atty. General

DATE: 12/14/04