



**STATE OF CONNECTICUT**  
**DEPARTMENT OF INFORMATION TECHNOLOGY**  
**CONTRACTS & PURCHASING DIVISION**  
101 EAST RIVER DRIVE, 4<sup>th</sup> Floor  
EAST HARTFORD, CT 06108-3274  
[www.ct.gov/doit](http://www.ct.gov/doit)

**BID NUMBER**

**10ITZ0033**

**Purchasing Contact:**

Elizabeth Basso

**E-mail Address:**

[elizabeth.basso@ct.gov](mailto:elizabeth.basso@ct.gov)

SP-11 Rev. 01/09

## Invitation To Bid

Specifications & Bid Documents Attached

Bid Number: **10ITZ0033**

Bid Opening Date & Time: **Tuesday, May 11, 2010 @ 2:00 p.m. EST**

Bid Class/Sub-Class & Description: **5022 – Data Processing Services**

Requesting Agency: **Department of Public Health**

**SPECIAL INSTRUCTIONS - PLEASE TAKE NOTE OF THE FOLLOWING:**

- This will be a three year contract award, with two, one year option to renew at the State's Sole Discretion
- **This ITB includes Mandatory Requirements. Please Read Carefully.**
- All questions must be submitted via email to [elizabeth.basso@ct.gov](mailto:elizabeth.basso@ct.gov). All questions received prior to the deadline will be responded to in a Bid Addendum.

Technical Question (RE: bid specifications) Deadline: 5:00 pm April 27, 2010

Administrative Question (RE: bid process) Deadline: 5:00 pm May 9, 2010

FAQ's [http://www.ct.gov/doit/lib/doit/purchase/vendor\\_faq.pdf](http://www.ct.gov/doit/lib/doit/purchase/vendor_faq.pdf)

**Note:**

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

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

### NOTICE TO VENDORS:

Logon to:

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

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

**Return Bid To:**

**STATE OF CONNECTICUT**  
DEPARTMENT OF INFORMATION TECHNOLOGY  
IT CONTRACTS & PURCHASING DIVISION, 4<sup>th</sup> Floor  
101 EAST RIVER DRIVE  
EAST HARTFORD, CT. 06108-3274

Attn: Elizabeth Basso

**SEALED BID NO.: 10ITZ0033**

**NOT TO BE OPENED UNTIL:**

**Tuesday, May 11, 2010 @ 2:00 p.m. EST**

### Check at the Security Desk for the Bid Opening Room:

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



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<b>BID NUMBER</b> <b>10ITZ0033</b>
<b>Purchasing Contact:</b> Elizabeth Basso
<b>E-mail Address:</b> <a href="mailto:elizabeth.basso@ct.gov">elizabeth.basso@ct.gov</a>

SP-26 Rev. 01/09

## BID PROPOSAL

<b>BID NUMBER</b> <b>10ITZ0033</b>	<b>BID OPENING DATE</b> <b>May 11, 2010</b>	<b>BID OPENING TIME</b> <b>2:00 PM (ET)</b>	<b>BID SURETY</b> <b>NONE</b>	<b>DATE ISSUED</b> <b>April 15, 2010</b>
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<b>DESCRIPTION: Data Processing Services</b>	
<b>COMMODITY CLASS /SUBCLASS: 5022</b>	<b>Agency Requisition Number(s): DPHM1-30902</b>
<b>FOR: Department of Public Health Office of Health Care Access 410 Capitol Avenue Hartford, CT 06106</b>	<b>TERM OF CONTRACT / DELIVERY DATE REQ'D: Three Years from date of award, with two one-year extension options at the State's sole discretion</b>

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

**AFFIRMATION OF BIDDER: The undersigned bidder affirms and declares:**

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

### BIDDER INFORMATION SECTION

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

**ITB 10ITZ0033**  
**Agency Specifications**  
**Data Processing Services**

**1. INTRODUCTION**

The Department of Public Health, Division of Office of Health Care Access (DPH OHCA) requires services to process electronic patient medical record abstract and billing data collected from the thirty short-term acute care general and children's hospitals in Connecticut. The agency utilizes the data to monitor and to help ensure the cost effectiveness of the health care delivery system in Connecticut, to serve as a resource for assessing and analyzing evolving trends in health care, to monitor and evaluate health care utilization, outcomes and costs, and to report on the impact of changes to the health care delivery system. DPH OHCA's research and planning activities are designed to inform policy makers, health care leaders and private citizens statewide to meet today's health care challenges.

**2. BACKGROUND**

Connecticut General Statutes require Connecticut's thirty general and children's hospitals to submit abstract and billing data on individual inpatient and outpatient discharges to DPH OHCA. The hospitals provide electronic ASCII delimited data files utilizing the format laid out in Appendix A for inpatient data and Appendix B for emergency department data on CD. Approximately 205,000 records are to be processed twice a year to reside in DPH OHCA's Hospital Inpatient Discharge Database (HIDD) and 14,100 records once a year in agency's Sharon Hospital ED Database each in a format prescribed by DPH OHCA.

**3. OBJECTIVE**

In January and July of each contract year, the contractor will receive inpatient data from the thirty acute care hospitals in the state, upload the data on a dedicated restricted access Microsoft SQL Server in the formats defined in Appendices C and D, edit the data utilizing OHCA defined measures, append diagnosis classification and grouper codes, diagnoses and procedure description look-up tables, calculate identified fields based on information in the input data, run a data quality check, contact the hospitals for error corrections.

Within two weeks of obtaining the data from the hospital the contractor will submit useable, complete and accurate Microsoft SQL structured processed discharge data to OHCA with updated labels on CD in direct format, a Microsoft SQL script for attaching the database to the DPH OHCA server, and a data quality report.

Currently, twenty-nine acute care general hospitals submit data to a common data contractor, who then submits the data to the contractor. One hospital submits inpatient and ED encounter data directly to the contractor. Data sets from both sources are submitted semi-annually and ED data is submitted annually. The contractor will be required to have a dedicated secure server to receive and process the data on behalf of DPH OHCA. The project requires a yearly maintenance data processing services agreement for three years (7/1/2010 – 6/30/2013) and the option for two (2) one-year extensions to continue to process the data in the manner described below.

**4. AGENCY SPECIFICATIONS**

The electronic inpatient input data provided by the thirty hospitals and emergency department data from one hospital, to be converted into Microsoft SQL structured databases are in the formats:

Appendix A – Hospital Inpatient Data Record Layout and Format

Appendix B – Hospital Emergency Department Source Data Specifications

The process data must be in the Microsoft SQL formats prescribed in:

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**Agency Specifications**  
**Data Processing Services**

Appendix C - Hospital Inpatient Discharge Database

Appendix D- Sharon Hospital Emergency Department Database

In addition to restructuring the source data, the contractor must adhere to the data quality checks described in:

Appendix E –Inpatient Discharge Data Quality Edits

Appendix F - Emergency Department Data Quality Edits

**5. SCOPE**

The contractor must convert two sets of electronic, ASCII delimited, data into prescribed Microsoft SQL databases attached as Appendices C & D within two weeks of receipt of the data from the hospitals or their contractors. The contractor will be responsible for contacting the hospital or its contractor if the data is inaccurate or contains errors. As part of project management, the contractor must process all patient data currently collected from Connecticut's acute care hospitals by OHCA and modify or expand as necessary to accommodate and integrate additional data collection efforts as they arise. OHCA seeks a contractor who can provide technical support and consultation to meet its data collection and processing needs. Contractor must be experienced in the health care data processing field and must be able to provide technical consultation and assistance for ongoing changes in federal legislation and industry which affect health care data collection.

The contractor must provide all personnel, equipment, software and material to support this work. The contractor must also perform the work using its own onsite facilities and resources remote from DPH OHCA offices.

**6. TASKS**

The contractor must process patient data (receive, import, edit, classify records and calculate related fields) into two patient databases for hospital fiscal years (FY) 2010 through 2012. This will include receiving data files from the individual hospitals or their contractors, processing the data into the format specified by DPH OHCA, editing the data utilizing both industry and DPH OHCA provided standards, and providing hard and electronic copies of a report containing a summary on of timeliness of data submission, data quality, error summary, and data integrity reports along with the processed data.

Editing must include at least checking for single field validity, cross-field consistency, reasonableness (e.g. unusually high charges, those greater than \$100,000, will be brought to the attention of the hospital at the same time hospitals are informed of data errors). The contractor must also provide semi-annual reports containing a summary of timeliness of data submission, data error detail and summary and descriptive evaluation of database quality and integrity of data reports.

For each fiscal year, the contractor will process and deliver to DPH OHCA (semiannually) a database consisting of complete data for all of the state's acute care hospitals. In addition, the contractor will deliver to DPH OHCA updated Connecticut practitioner information semi-annual and annually and integrated into the database. The contractor will also be required to deliver and integrate into the database discharge or encounter up to date group classification, diagnosis and procedure codes and descriptions and industry or federally-accepted external code sources code and descriptions. The contractor must also provide calculated field information based on DPH OHCA or industry/federally accepted methodologies.

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**Agency Specifications**  
**Data Processing Services**

In July of each contract year, the contractor will deliver directly to DPH OHCA the processed databases consisting of complete and accurate records for all of the state's acute care hospitals for the first and second quarters of the fiscal year on CD in a direct read format and a Microsoft SQL script to upload the databases on DPH OHCA's hosting Microsoft SQL Server 2005. The second delivery for the same fiscal year must be made in January; that delivery will contain the complete and accurate records submitted for the full fiscal year. If two weeks from the date that the contractor receives the data from hospital either falls on a weekend or a holiday then the contractor must deliver the data on the next business day. Exact dates for the deliverables are subject to the dates hospitals submit useable and complete data to the contractor. The contractor will also deliver a full year of processed ED Microsoft SQL formatted data for Sharon Hospital in January of each contract year.

When DPH OHCA review's the data if there are any errors, OHCA will provide corrections to the contractor. The contract must provide a Microsoft SQL script to update the database and a report of the expected outcome or results.

For each delivery of data, if the contractor finds that at least one hospital's processed data set contains errors exceeding 1% of the number of records, with respect to edits provided; the contractor must notify and provide details of the error(s) to the hospital. The affected hospital(s) will have thirty-one calendar days from the date it is notified by the contractor to provide corrections to the latter. In such a case the contractor will have five business days from the receipt of corrected data to provide to DPH OHCA, both a Microsoft SQL script to update the database and a report of the expected outcome or results.

The contractor will be required to make ongoing adjustments to maintain and improve the quality of the discharge database, provide technical support and consultation in the area of data specification, collection, analysis and collection and be able to modify or expand as necessary to accommodate and integrate additional data collection efforts as they arise.

The contractor may also be required to carry out adhoc data analysis on the data on behalf of DPH OHCA. Payment for these services will be borne by the requesting party and must not be built into the cost estimates for this project. Fee rates may be comparable to those charged by the contractor to OHCA to perform similar duties.

**7. CONTRACTOR FURNISHED PROPERTY**

The contractor must have a dedicated restricted access server to receive, import, process and maintain the data during the contract period. The contractor must also provide all personnel, equipment, software and material to support this work. The contractor must also perform the work using its own onsite facilities and resources remote from DPH OHCA offices.

For each fiscal year, the contractor must assign to each record and provide the most up-to-date diagnostic codes and value descriptions of Medicare Severity Diagnosis Related Groups (MS-DRGs) from the Federal Register , ambulatory payment classification (APC), International Classification of Diseases, 9<sup>th</sup> Revision, Clinical Modification (ICD-9 or ICD-10) procedure and diagnoses codes from the U.S National Center for Health Statistics Commission of Professional and Hospital Activities, zip codes to town mapping, semi-annual updates for the Connecticut Provider ID Reference file and up-to-date codes for relevant variables provided by industry or federally accepted external code sources. All reference files will be in a format compatible with and integrated into the SQL Server database structures in Appendices C and D.

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In the event that a hospital does not make a timely submission of input or corrected data to the contractor, the contractor must notify DPH OHCA for action to be taken to ensure timely availability of the data.

**8. CONTRACT TERM**

The contract term must be requires a yearly maintenance data processing services agreement for three years (7/1/2010 – 6/30/2013) with two optional renewal years to be exercised at the discretion of the State of Connecticut.

**9. MANDATORY BID REQUIREMENTS**

**BIDS SUBMITTED WITHOUT THESE SPECIFIC REQUIREMENTS WILL BE DISQUALIFIED**

The bidder's technical approach for data processing must demonstrate understanding of the work to be performed as reflected in the proposed methods and techniques to be used in the day-to-day workflow, management techniques and principles to be used in implementing and maintaining the function. The bid response must include the bidder's emergency and back-up plans in the case of loss of personnel, equipment or facilities. Bid response must include specific and detailed information as to the following:

- (1) Provide a list of all equipment, computer hardware and software specifications and anti-viral applications to be utilized for converting and processing the data to the prescribed electronic format and demonstrate existence of a disaster recovery plan.
- (2) Provide proposed work plan or process flow of how bidder will handle the data reformatting and editing of data from the initial receipt of information through the completion of such process within a two-week timeline.
- (3)The contractor must demonstrate ability to create Microsoft SQL databases, process patient data, modify or expand same databases as necessary to accommodate and integrate additional data collection efforts as they arise
- (4) Provide a detailed description of the secure and HIPAA complaint data facility in which the data processing will take place.
- (5) Provide number of personnel available to process data within the time frame, including detailed justification of the staff level identified given anticipated workload. Include the name/position title of individuals which will be performing data processing tasks as well as the work schedules of individuals.
- (6) Provide the names/positions of individuals that would manage the State account.
- (7) Provide key personnel resume reflecting staff qualifications and related work experience.
- (9) Price proposal by either a fixed price per semiannual/annual delivery. The bidder's response must include unit pricing per tasks. Cost must be indicated for base year and must remain the same over the life of the contract; even if the contract is extended.
- (10) The vendor must be in the business of patient data processing for a minimum of five years. The bidder must provide a description of their main line of business.
- (11) The vendor must provide two recent audit annual financial statements prepared by an independent certified public accountant. The bidder must provide a description of their main line of business.

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(12) Past performance information must be provided and must include recent and relevant contracts for the same or similar items and other references including contract numbers, contact names with current telephone number and other relevant information such as volume of work completed. Three references must be included with bid response, indicating annual contract amounts, with current contact names and contact information, describing in detail the nature and scope of contracted service. Contact information must be current and persons available for the state to contact. All three references must be verifiable for bid requirements to be met.

**10. BASIS OF AWARD**

The bid will be awarded to the lowest priced, most qualified, responsive vendor(s) based on the following:

**PROJECT MANAGEMENT**

Demonstrated understanding of the program, problems and objectives  
Work plans for completing each task within the established time frames  
Demonstrated ability to accept and consolidate multi-sourced patient data  
Demonstrated past experience and expertise in patient data processing and Microsoft SQL database creation and maintenance

**TIMELINE CONSIDERATIONS**

Work plans demonstrating ability to meet two-week turnaround as needed  
Work plans demonstrating ability to meet designated deadlines in spite of unpredictable nature of the DPH OHCA's receipt of hospital filings

**DATA PROCESSING AND DATABASE MAINTENANCE**

Plans for management of workload (# of staff, work schedules, facilities, processing and edit, internet, hardware and software specifications)  
Identify the quality standards which will be adhered to during the processing of the patient data  
Identify HIPAA and Connecticut required compliance mechanisms for safeguarding access to, confidentiality and security of submitted patient records to prevent unauthorized access or generation and distribution of unauthorized reports  
Mechanisms for identifying and correcting errors in patient records  
Demonstrated ability to provide technical consultation and assistance for ongoing changes in federal and state legislation and health care industry which affect health care data collection

**PAST PERFORMANCE**

This factor will be evaluated to determine the contractor's performance under past contracts that require similar complexity of work. Overall, the past performance will be evaluated using the following criteria:  
Project management, data processing, Microsoft SQL database creation and maintenance  
Previous data processing of patient data or related materials  
Demonstrated patient data analyses and reporting capability



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## BID SCHEDULE

BID OPENING DATE <b>Tuesday, May 11, 2010</b>	DELIVERY TIME <b>As Needed</b>	PAYMENT TERMS <b>Net 45 Days</b>	CASH DISCOUNT <b>_____ % _____ Days</b>
<b>Page 1 OF 2</b>	BIDDER NAME		SSN or FEIN#
Payment terms are net <b>45</b> days. Pricing includes all transportation charges FOB state agency.			

Department of Information Technology is soliciting bids for  
**Data Processing Services**  
 On behalf of  
 the Department of Public Health

All Unit Prices submitted must be inclusive of all associated costs for services outlined in Agency Specifications.

**Failure to submit MANDATORY detailed, descriptive information requested in the Agency Specifications will result in disqualification of bid response.**

**Bidders must list ANY deviations from bid specifications.**

ITEM #	DESCRIPTION OF COMMODITY AND/OR SERVICE	QTY	UNIT OF MEASURE	UNIT PRICE
1.	<b>Data Processing Services</b>  Per attached Agency Specifications and Appendices A through F.	1	Fixed price per Semi-Annual OR Annual Delivery  Specify: _____	\$ _____
2.	<b>Freedom of Information/Adhoc Reports</b>	1	Schedule of Hourly Rate per Personnel Per Report	\$ _____





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Submit your **Specification Sheet** with your Bid and please *list any deviations* from specifications here:

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**Bidder Contact:** \_\_\_\_\_

Address: \_\_\_\_\_

Phone: \_\_\_\_\_ Fax: \_\_\_\_\_ E-mail: \_\_\_\_\_

**Notes:**

1. Ensure you have read and understand the terms and conditions of this contract. Bidders must comply with the attached Standard & Special Bid and Contract Terms and Conditions, and Agency Specifications
2. Ensure that you have attached your specification sheet that includes everything you are including in your bid and that you have listed any deviations of our specs. **Failure to submit a Specification Sheet will result in disqualification of your bid response.**
3. Any corrections must be initialed.
4. Send an **original, one (1) copy and one (1) electronic copy (.pdf CD)** of your bid per instructions on SP-11 ITB. **We do not accept e-mailed or faxed bids. Bids must be SEALED and delivered by Tuesday, May 11, 2010 @ 2:00 p.m. (ET).**
5. The Equipment Maintenance Guarantee is included in the Invitation to Bid package. **This information must be supplied upon request of the Department of Information Technology at time of award and therefore, need not be submitted with the Bid response.**
6. Prices include equipment, installation of all software/cards/memory necessary, cables, delivery, and warranty. All Hardware components and software must be installed and configured before delivery. Equipment must be Year 2000 compliant.

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**All correspondence regarding this Invitation to Bid must be in writing and submitted to:**

**[elizabeth.basso@ct.gov](mailto:elizabeth.basso@ct.gov)**

-or-

Attn.: Elizabeth Basso, Bid # **10ITZ0033**  
DOIT - Contract & Purchasing Division  
101 East River Drive  
East Hartford, CT 06108



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**BIDDER'S STATEMENT OF QUALIFICATIONS**

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

BIDDER NAME: \_\_\_\_\_  
 (Trade Name, Doing Business As)

Number of years doing business under this name: \_\_\_\_\_ YEARS

Other/Previous business name(s): \_\_\_\_\_

Company Value: Equipment Assets \_\_\_\_\_ Total Assets \_\_\_\_\_

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

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

**References:**

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

<b>Contact Name, Company, and Address</b>	<b>Telephone #</b>	<b>Dollar Value</b>
1. _____	_____	_____
2. _____	_____	_____
3. _____	_____	_____

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

*(Attach additional sheets if necessary)*



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

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

*(Attach additional sheets if necessary)*

**Resident Bidders Section**

In accordance with C.G.S. § 4e-48, "resident bidder" means a business that submits a bid in response to an invitation to bid by a state contracting agency, has paid unemployment taxes or income taxes in Connecticut during the twelve calendar months immediately preceding submission of this bid, has a business address in the state, and has affirmatively claimed such status in the bid submission.

The above-signed bidder affirmatively claims that the bidder has paid unemployment taxes or income taxes in Connecticut during the twelve calendar months immediately preceding this bid submission.

YES                       NO

The above-signed bidder affirmatively claims that the bidder has a business address in the State of Connecticut.

YES                       NO

If Yes, List Connecticut Business Address:

The above-signed bidder affirmatively claims the status of a resident bidder.

YES                       NO

**Political Sub-Divisions Section**

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

YES                       NO

YES – subject to requirements listed below

REQUIREMENTS: \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_



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<b>E-mail Address:</b> <a href="mailto:elizabeth.basso@ct.gov">elizabeth.basso@ct.gov</a>

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**OSHA COMPLIANCE SECTION**  
 (Connecticut General Statute Section 31 - 57b)

The \_\_\_\_\_  HAS  HAS NOT  
**Name of Bidder's Business, Firm, Organization or Corporation**

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

Copies of violations are attached  None Received

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

**Bidder Debarment and/or Suspension Section**

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

YES - number of notices attached \_\_\_\_\_  NONE RECEIVED

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

YES - number of notices attached \_\_\_\_\_  NONE RECEIVED

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

YES - number of notices attached \_\_\_\_\_  NONE RECEIVED



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

**Bidder:**

\_\_\_\_\_  
*Name (typed or printed)*

**Title:**

\_\_\_\_\_  
*Title of above Bidder*

**Signature:**

\_\_\_\_\_  
*Hand Written Signature*

**Dated:**

\_\_\_\_\_  
*Date Signed*

*(Corporation Seal)*  
*optional*

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



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**COMMISSION ON HUMAN RIGHTS AND OPPORTUNITIES**  
**CONTRACT COMPLIANCE REGULATIONS**

**NOTIFICATION TO BIDDERS**

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

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

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

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

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**INSTRUCTIONS AND OTHER INFORMATION**

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

**1) Definition of Small Contractor**

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



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

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

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

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

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

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

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

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

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

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



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**3) Definition of Racial and Ethnic Terms (as used in Part IV Bidder Employment Information)**

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

**PART I - BIDDER INFORMATION**

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

**PART II - BIDDER NONDISCRIMINATION POLICIES AND PROCEDURES**

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







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**PART V - BIDDER HIRING AND RECRUITMENT PRACTICES**

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

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

(Signature)	(Title)	(Date Signed)	(Telephone)
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**SPECIAL TERMS AND CONDITIONS**  
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**SPECIAL TERMS AND CONDITIONS**

1. The State reserves the right to award to one vendor or multiple vendors.
2. Bidders must include all ancillary costs associated with the acquisition of a product or service in their bid. Failure to include specific reference to an applicable cost will be interpreted as that cost being included in the service price.
3. Bidders must be able, at the State's option, to demonstrate any/all proposed hardware/software products. Any required benchmark demonstration must be provided at a site approved by the State and without cost to the State.
4. Bidders must certify that their bid is good for the term of the contract award.
5. The State reserves the right to request complete documentation for any item proposed. Failure to provide said documentation upon request might result in disqualification from an award.
6. Bidder awards normally are made utilizing the Purchasing Division STANDARD BID AND CONTRACT TERMS AND CONDITIONS (SP-7A) or as specifically amended by the Special Bid and Contract Terms and Conditions contained herein. The State reserves the right to reject any bid that does not comply with the State's contractual requirements.
7. Price must include all related costs (i.e. secure startup costs, ongoing costs, electronic file transfer of data/images, magnetic media (disks, tapes) transportation charges, telephone expenses, overtime or other expenses) incurred in connection with any work done.
8. The Bidder must show that the company is currently in the data processing business, and has been for a minimum period of five (5) years.
9. The Bidder is to supply three (3) major accounts with which they are currently doing Data Processing Services. This is in addition to references requested under SP-14, Bidder's Statement of Qualifications.
10. Bidders must certify that their bid is good for the term of the contract award.
11. The bidder must currently be in good standing with the State and remain so throughout the contract period.
12. The State reserves the right to request complete documentation for any item proposed. Failure to provide said documentation upon request may result in disqualification from an award.
13. Unreadable source data shall be returned to the ordering agency for clarification, correction or re-creation, whichever is deemed necessary by the agency.
14. The contractor must provide a verification process deemed acceptable to the agency.
15. The State reserves the right to add additional related services as needed.
16. Bidder(s) shall be prepared to furnish, upon request of the State, a certificate of insurance covering all data while in their possession.



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**SPECIAL TERMS AND CONDITIONS**  
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17. Failure of a contractor to maintain schedules acceptable to the user agency or maintain a reasonable degree of accuracy will result in the cancellation of the Contract Award with that contractor.
18. Should the contractor default on the accepted schedule, the State shall recover all source data and be given immediate ownership of such data entry/verified work as has been accomplished as of the date of recovery. In the event that a contractor defaults, the defaulting contractor will be required to pay the additional cost, if any, of having the work completed elsewhere.
19. It is understood and agreed that the contractor shall not assign, transfer, convey, sublet or otherwise dispose of his contract or his right title to any other person, firm or corporation, without previous written consent of the Director, Contracts and Purchasing Division, Department of Information Technology.
20. It is understood and agreed that all source data or reproduction thereof is the property of the State.
21. It is understood and agreed that should source data be destroyed or damaged while in the possession of the contractor, the contractor will be required to pay the cost for the re-creation of such material.
22. The State reserves the right to inspect the facilities of the bidder before an award is made. The right is also reserved to inspect work in progress at any time. Part of the inspection will require the bidder to show its ability to maintain the security and confidentiality of all materials in a manner satisfactory to the using agency.
23. All source data, as well as all completed work, must be transported in a manner as to insure against damage, theft or loss.
24. Errors created by the contractor shall be corrected by contractor at no cost to the State. Identified errors must be researched immediately, and a written explanation supplied to the Agency within 24 hours along with steps undertaken by the vendor to prevent such errors in the future.
25. Any original documents given to the contractor will be returned to the Agency in the original compiled state as they were received from the Agency.
26. The contractor must have a contingency plan and/or backup site to ensure continuity of service in case of natural disaster and/or pandemic situations. If a back up site is in place, it must be able to meet all previously described security measures.
27. Contractor must employ operators who are qualified paid employees and/or non-paid operator trainees, or a combination of both.
28. The employees of the contractor that will have access to sensitive information must have a clean criminal record. They must sign a statement of confidentiality as documentation of their understanding that ANY dissemination of this data is expressly forbidden and could be cause for termination of the contract.
29. The contractor must submit invoices at the conclusion of the job or at monthly periodic intervals from the inception of each job as determined by the user agency. The contractor must also provide corrected invoice if there are any changes, additions and/or deletions. In either case, all invoices must be sent to the Business Office of the agency for whom the work is being done.



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30. Vendor must make every effort to ensure that access to data is restricted.

**31. TANGIBLE PERSONAL PROPERTY PROVISION**

For the entire term of the Agreement and any and all of its extensions, the Contractor, on its own behalf and on behalf of all of its Affiliates, shall comply fully with the provisions of Conn. Gen. Stat. §12-411b, including, but not limited to, the following: (1) The Contractor and its Affiliates shall collect and remit to the State of Connecticut, Department of Revenue Services, on behalf of its customers any Connecticut use tax due under the provisions of Chapter 219 of the Connecticut General Statutes for items of tangible personal property sold by the Contractor or by any of its Affiliates in the same manner as if the Contractor and such Affiliates were engaged in the business of selling tangible personal property for use in Connecticut and had sufficient nexus under the provisions of Chapter 219 to be required to collect Connecticut use tax; (2) A customer's payment of a use tax to the Contractor or its Affiliates relieves the customer of liability for the use tax; (3) The Contractor and its Affiliates shall remit all use taxes they collect from customers no later than the last day of the month of the calendar quarter that follows the effective date of this Agreement or the last day of the tax collection period during which the tax was collected, whichever is later. Notwithstanding the previous sentence, if the Agreement provides for an earlier date, then that earlier date shall control; (4) The Contractor and its Affiliates are not liable for use tax billed by them but not paid to them by a customer; and (5) If the Contractor or its Affiliates fail to remit use taxes collected on behalf of their customers by the date required above, then they shall be subject to the interest and penalties provided for persons required to collect sales tax under Chapter 219 of the Connecticut General Statutes. For purposes of this section of the Agreement, the word "Affiliate" means any person, as defined in Conn. Gen. Stat. §12-1, that controls, is controlled by, or is under common control with another person. A person controls another person if the person owns, directly or indirectly, more than ten per cent of the voting securities of the other person. The word "voting security" means a security that confers upon the holder the right to vote for the election of members of the board of directors or similar governing body of the business, or that is convertible into, or entitles the holder to receive, upon its exercise, a security that confers such a right to vote. "Voting security" includes a general partnership interest. The Contractor represents and warrants that each of its Affiliates has vested in the Contractor plenary authority to so bind the Affiliates in any agreement with the State of Connecticut. The Contractor on its own behalf and on behalf of its Affiliates shall also provide, no later than 30 days after receiving a request by the State's contracting authority, such information as the State may require to ensure, in the State's sole determination, compliance with the provisions of Chapter 219 of the Connecticut General Statutes, including, but not limited to, §12-411b.



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**STANDARD BID/CONTRACT TERMS AND CONDITIONS (SP-7A)**

In consideration of these presents, the Invitation to Bid and the Contract, and for other good and valuable consideration, the receipt and sufficiency of which are acknowledged, the parties agree to these Standard Bid and Contract Terms and Conditions (the "Terms and Conditions"), the terms of the Invitation to Bid and the Contract.

**ALL INVITATIONS TO BID ISSUED BY THE DEPARTMENT OF INFORMATION TECHNOLOGY ("DOIT") WILL BIND BIDDERS TO THESE TERMS AND CONDITIONS, WHICH, UNLESS OTHERWISE SPECIFICALLY NOTED, MAY BE ABROGATED, MODIFIED OR SUPPLEMENTED IN WHOLE OR IN PART BY THE SPECIAL BID AND CONTRACT TERMS AND CONDITIONS (THE "SPECIFICATIONS") ISSUED IN CONNECTION WITH ANY INDIVIDUAL INVITATION TO BID. BY SUBMITTING A BID, THE BIDDER REPRESENTS AND WARRANTS THAT IT IS AGREEING TO ALL OF THE PROVISIONS IN THE INVITATION TO BID, INCLUDING THESE TERMS AND CONDITIONS.**

1. **Definitions.** Unless otherwise indicated, the following definitions shall apply to all Specifications, Invitations to Bid, awards, Contracts, etc., issued by DOIT:

- (a) **Agency:** Any office, department, board, council, commission, institution or other agency of the State.
- (b) **Alternate Bids:** Bids submitted in addition to the bidder's primary response to the invitation to bid. Such bids are intended to act as an alternative to the primary bid or be exchanged for, take the place of, replace or substitute for the primary bid should such primary bid be rejected.
- (c) **Bid:** An offer submitted in response to an Invitation to Bid.
- (d) **Bidder:** As defined in Section 4a-50, Chapter 58 of the Connecticut General Statutes, and as it may be modified, a person, firm or corporation submitting a competitive bid in response to a solicitation.
- (e) **Bidder Parties:** A Bidder's members, directors, officers, shareholders, partners, managers, principal officers, representatives, agents, servants, consultants, employees or any one of them or any other person or entity with whom the Bidder is in privity of oral or written contract and the Bidder intends for such other person or entity to perform under the Contract in any capacity.
- (f) **Cancellation:** An end to the Contract effected pursuant to a right which the Contract creates due to a breach.
- (g) **Claims:** All actions, suits, claims, demands, investigations and proceedings of any kind, open, pending or threatened, whether mature, unmaturing, contingent, known or unknown, at law or in equity, in any forum.
- (h) **Conditional Bid:** Bid that substantially limits or modifies any of the terms and conditions, specifications or requirements of the invitation to bid.
- (i) **Contract:** The agreement, as of its effective date, between the Bidder and DOIT for any, or all, Systems, Systems Properties or ALL IP Rights, and any associated services, at the Bid price. The Contract shall include the Invitation to Bid and the Bid.
- (j) **Contractor:** A Bidder who accepts or who is deemed to have accepted a Contract.
- (k) **Contractor Parties:** A Contractor's members, directors, officers, shareholders, partners, managers, principal officers, representatives, agents, servants, consultants, employees or any one of them or any other person or entity with whom the Contractor is in privity of oral or written contract and the

Contractor intends for such other person or entity to perform under the Contract in any capacity.

- (l) **Business Day:** Unless otherwise specifically noted, all calendar days other than Saturdays, Sundays and days designated as national or State of Connecticut holidays.
  - (m) **Expiration:** An end to the Contract due to the completion in full of the mutual performances of the parties or due to the Contract's term being completed.
  - (n) **Information Systems:** As defined in Title 4d, Chapter 61 of the Connecticut General Statutes, and as it may be modified, the combination of data processing hardware and software in the collection, processing and distribution of data to and from interactive computer-based systems to meet informational needs.
  - (o) **Invitation to Bid:** The document through which DOIT solicits sealed competitive Bids for any, or all, Systems and associated services through particular Specifications. The Invitation to Bid shall include these Terms and Conditions, the Specifications and all such other documents that DOIT deems it to be appropriate to include in the solicitation.
  - (p) **Lowest Responsible Qualified Bidder:** As defined in Title 4a, Chapter 58 of the Connecticut General Statutes, and as it may be modified, the Bidder whose Bid is the lowest of those Bidders possessing the skill, ability and integrity necessary to faithful performance of the work based on objective criteria set forth in the Invitation to Bid and considering past performance and financial responsibility.
  - (q) **Multiple Bids:** More than one Bid submitted in response to the same invitation to bid by the same bidder, whether on a separate bid form or attached to the initial bid form. Such bids are intended to be separate and distinct from each other and are meant to be evaluated as individual bids without reference to any other bid.
  - (r) **Records:** All working papers and such other information and materials as may have been accumulated by the Contractor in performing the Contract, including but not limited to, documents, data, plans, books, computations, drawings, specifications, notes, reports, records, estimates, summaries and correspondence, kept or stored in any form.
  - (s) **State:** The State of Connecticut.
  - (t) **Systems:** Information Systems and Telecommunication Systems, or separately as the context may require.
  - (u) **Systems Properties:** Records, source and object programs, documentation, specifications, modifications, designs, models, intellectual property rights, all ideas, concepts, know-how, expressions, and methodologies developed or initially conceived jointly or individually by the parties and the right to obtain and hold patents, copyrights, registrations and other similar protections.
  - (v) **Telecommunication Systems:** As defined in Title 4d, Chapter 61 of the Connecticut General Statutes, and as it may be modified, the telephone equipment and transmission facilities, either alone or in combination with Information Systems, for the electronic distribution of all forms of information, including voice, data and images.
  - (w) **Termination:** An end to the Contract effected pursuant to a right which the Contract creates, other than for a breach.
2. **Bid Submission Process.** Bidders must submit Bids on and in accordance with DOIT forms. DOIT will not accept Telephone or facsimile Bids under any circumstances. The Invitation to Bid sets forth the time and date that DOIT will open Bids. DOIT will not consider Bids arriving after the specified time and date. Bidders must submit Bids in a sealed package to DOIT at such address as the Invitation to Bid specifies.



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<b>BID NUMBER</b> <b>10ITZ0033</b>
<b>Purchasing Contact:</b> Elizabeth Basso
<b>E-mail Address:</b> <a href="mailto:elizabeth.basso@ct.gov">elizabeth.basso@ct.gov</a>

The outside of sealed Bid package must clearly indicate the Invitation to Bid number as well as the date and time of the opening of the Bids. The name and address of the Bidder should appear in the upper left-hand corner of the Bid package. Bids may be submitted for all or any part of total quantities or for any or all agency requirements listed in the Invitation to Bid, unless otherwise specifically indicated.

**3. Bid Preparation, Content, Execution and Copies.** Bids must include all information required in the Invitation to Bid in order for the Bid to be accepted and not rejected. Failure to provide such information will result in the rejection of the Bid. Bidders must verify the contents of their Bids before submission, as DOIT will not consider amendments to any Bids after the time specified for the opening of Bids. Bidders must submit one original and one copy of the Bid to DOIT. Bids shall be handwritten in ink, typewritten, or computer prepared. DOIT will reject all Bids prepared in pencil. A person duly authorized to sign Bids on behalf of the Bidder shall sign all Bids. **DOIT shall reject all unsigned Bids. All signatures shall be original signatures**, unless there is specific authorization from DOIT for the use of non-manual forms of signature. The person signing the Bid or his authorized designee shall initial and date all erasures, alterations or corrections on both the original and copy of any documentation submitted to DOIT. Failure to do so may result in rejection of the Bid for those items erased, altered or corrected and not initialed

**4. Addenda to Invitation to Bid.** If DOIT issues any addendum to the Invitation to Bid, the Bidder should sign it and return it with the Bid or before the Bid opening. In the event that it is not, vendors will still be held to the obligation of whatever change/modification is set forth in the Addendum

**5. Conditional Bids.** Conditional Bids may be rejected in whole or in part.

**6. Alternate and Multiple Bids.** Alternate Bids or Multiple Bids may be rejected in whole or in part.

**7. No Substitute Specification.** Unless limited by the term "no substitute," the use of the name of a manufacturer or of any particular make, model, or brand in describing a System, does not restrict Bidders to that manufacturer or specific System or System Properties. Such use simply and only indicates the character or quality of the System in which the State is interested. The System offered must be of similar character and quality and include any applicable options, accessories, etc. and serve the purpose for which it is to be used equally as well as the one specified. By submitting the Bid, the Bidder so warrants the System. Bids on comparable Systems must clearly state the exact System offered including any and all applicable options, accessories, etc., and the Bidder shall furnish such other information concerning the System as will be helpful in evaluating its acceptability for the purposes intended. If the Bidder does not indicate that the System offered is other than as specified, it will be understood that the Bidder is offering the System exactly as specified.

**8. Pricing.** Prices must be in decimals, not fractions, net, and shall include transportation and delivery charges fully prepaid by the Contractor, FOB, to the destination specified in the Invitation to Bid. In the event of a discrepancy between the unit price and the extension price, the unit price shall govern. Any discrepancy between the original and the copy of the Bid may result in rejection of the Bids for the System items so affected, except in the event of Bids awarded on a total basis, in which case DOIT shall consider the lower total price in making the award.

**9. Tax Exemption.** In accordance with section 12-412 of the Connecticut General Statutes, the State is exempt from the payment of excise, transportation and sales taxes imposed by the Federal Government and/or the State. Such taxes must not be included in Bid prices.

**10. Bid Opening.** DOIT will open and read all Bids publicly, unless otherwise provided by law. Bidders may be present or be represented at all openings. After DOIT makes the award, Bids are subject to public inspection by appointment during DOIT's normal business hours. DOIT will not prepare, discuss or communicate summaries of Bids in any way.

**11. Right to Cancel or Amend.** DOIT may amend an Invitation to Bid at any time prior to the date and time of Bid opening. DOIT may cancel an Invitation to Bid at any time prior to the date and time of Contract award. Such cancellation shall not be deemed to be a breach of contract by DOIT.

**12. Samples.** If the Invitation to Bid requires that Bidders submit samples of Systems, the samples must meet at a minimum all Specifications. Bidders must submit samples when required and strictly in accordance with instructions, or DOIT may reject the Bid. If DOIT accepts a sample that does not meet the Specifications, this does not indicate or mean that DOIT has lowered or modified the Specifications. However, if any Bid sample is superior in quality to the Specifications, all deliveries shall have the same identity and quality as the Bid sample. If DOIT requests samples subsequent to the opening of Bids, the Bidder shall deliver them as specified in the Bid, free of any charges or fees and be accompanied by a descriptive memorandum indicating the Bidder desires for their return. The State shall return any samples in accordance with such memorandum, provided that they have not been used or made useless by testing. The State may hold samples for comparison with deliveries.

**13. Rejected Items; Abandonment.** If DOIT notifies Bidders that they must retrieve samples, or any other Systems, goods or equipment (collectively, the "Rejected Items") belonging to the Bidder, wherever located, the Bidder must do so within forty-eight (48) hours after notification unless public health and safety require immediate destruction or other disposal of the Rejected Items. The Bidder agrees and acknowledges that its failure to retrieve and remove from any State premises the Rejected Items within such time shall be deemed to be an abandonment of the Rejected Items and, without more required of any party, shall vest authority in DOIT or any Agency to use or dispose of the Rejected Items as if they were the State's own property, as they deem it to be appropriate and in accordance with the law without incurring any liability or obligation to the Bidder or any other party. To the extent that DOIT and/or any Agency incurs any costs or expenses in connection with the Rejected Items, including, but not limited to, disposing of the Rejected Items, the Bidder shall reimburse the appropriate State entity no later than thirty (30) days after the date of invoice for such costs and expenses. All samples will be set up at DOIT unless DOIT indicates another location.

**14. Award Criteria.** DOIT shall award Contracts to the Lowest Responsible Qualified Bidder, in accordance with the factors set forth in 4a-59 of the Connecticut General Statutes, in the corresponding regulations and in the Invitation to Bid. Past performance, financial responsibility, the quality of the Systems to be supplied, their conformity with Specifications, their suitability to the requirements of the State, the delivery terms and administrative costs to the State shall always be factors in making contract awards.

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

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



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Bidder acceptance shall occur the earlier of the date of Bidder's written acceptance to DOIT in response to the Contract award notice or, absent such written acceptance, ten (10) days from the date of the Contract award notice. If any Bidder refuses or fails to accept DOIT's Contract award within ten (10) days from the date of the Contract award notice, DOIT may award the Contract to the next Lowest Responsible Qualified Bidder, and so on until the Contract is awarded and accepted. Refusal to accept a Contract after the ten (10) day period shall be deemed to be a breach of Contract and the Contractor shall be subject to the section in these terms and conditions concerning Open Market Purchases.

**17. Bidder Obligations Concerning the Bid.** A Bidder, if requested, must present evidence of experience, ability, service facilities, factory authorization and financial standing necessary to meet satisfactorily the requirements set forth or implied in the Invitation to Bid.

**18. Discounts.** Bidders may offer a discount for prompt payment, but such discount will not be taken into consideration in determining lowest price, except in the case of a price tie.

**19. Rejection of Bids for Malfeasance.** DOIT may, in its sole discretion, reject the Bid of any Bidder if at the time of Bid submittal the Bidder or Bidder Parties is in breach of any of the applicable representations and warranties listed in the Representations and Warranties section of these Terms and Conditions

**20. Order and Delivery.** The Contract shall bind the Bidder to furnish and deliver the Systems and/or services at the prices set forth in the Bid and in accordance with the Invitation to Bid, including these Terms and Conditions. Subject to the sections in these terms and conditions concerning Force Majeure, Termination, Cancellation and Expiration and Open Market Purchases, the Contract shall bind the State to order the Systems and any associated services from the Contractor, and to pay for the accepted Systems and any associated services at the Contract prices. The State may order and the Contractor shall deliver accordingly up to ten (10) percent more or less than the quantity listed in the Invitation to Bid. Subject to Contractor acceptance, Agencies not originally or specifically mentioned in the Invitation to Bid may purchase Systems and associated services from the Contractor. Agencies mentioned in the Invitation to Bid may transfer Systems and any associated services that they would have ordered to one or more other Agencies and the Contractor shall perform accordingly, subject to an adjustment in transportation costs, if applicable, resulting from any possible change in delivery sites. Provided further that such transportation costs are based on separately determined delivery costs to individual Agencies.

**21. Contract Amendments.** No alterations or variations of the Contract shall be valid or binding upon the State unless made in writing and signed by both parties.

**22. Term.** Contracts will remain in force for the full period specified in the Invitation to Bid or until;

- a. Terminated or Cancelled in accordance with these Terms and Conditions; or
- b. Extended in accordance with section 4a-59a of the Connecticut General Statutes, upon written authorization of the CIO and acceptance by the contractor, to permit ordering of unordered balances or additional quantities at the contract price and in accordance with the contract terms.
- c. Expired.

**23. Assignment.** The Contractor shall not assign any of its rights or obligations under the Contract, voluntarily or otherwise, in any manner without the prior written consent of DOIT. DOIT may void any purported assignment in violation of this section and to declare the Contractor in breach of Contract. If the Contractor assigns its rights or obligations under the Contract without the consent of DOIT, DOIT may

Cancel the Contract in accordance with the Termination, Cancellation and Expiration section of these Terms and Conditions, effective as of the assignment's occurrence or such other time as DOIT specifies in the Cancellation notice. Any Cancellation is without prejudice to DOIT's rights or possible Claims.

**24. Termination, Cancellation and Expiration.**

- (a) Notwithstanding any provisions in the Invitation to Bid, including these Terms and Conditions, DOIT's Chief Information Officer ("CIO"), or the CIO's designee, may Terminate or Cancel the Contract whenever the CIO makes a written determination that such Termination or Cancellation is in the best interests of the State. DOIT shall notify the Contractor in writing of Termination or Cancellation pursuant to this section, which notice shall specify the effective date of Termination or Cancellation and the extent to which the Contractor must complete performance under the Contract prior to such date.
- (b) The CIO shall send the notice of Termination or Cancellation via registered mail, return receipt requested, to the Contractor at the most current address which the Contractor has furnished to the State for purposes of correspondence, or by hand delivery. Upon receiving such notice from the State, the Contractor shall immediately discontinue all services and take all actions affected in accordance with the notice, undertake all commercially reasonable efforts to mitigate any losses or damages, and deliver to the State all Records. The Records are deemed to be the property of the State and the Contractor shall deliver them to DOIT no later than thirty (30) days after the Termination, Cancellation or Expiration of the Contract or fifteen (15) days after the Contractor receives a written request from the State for the Records. The Contractor shall deliver those Records that exist in electronic, magnetic or other intangible form in a non-proprietary format, such as, but not limited to, ASCEE or .TXT.
- (c) Upon receipt of a written notice of Termination or Cancellation from the State, the Contractor shall cease operations as directed by the State in the notice, and take all actions that are necessary or appropriate, or that the State may reasonably direct, for the protection and preservation of the Systems, Systems Properties and any other property. Except for any work which DOIT directs the Bidder to perform in the notice prior to the effective date of Termination or Cancellation, and except as otherwise provided in the notice, the Contractor shall terminate or conclude all existing subcontracts and purchase orders and shall not enter into any further subcontracts, purchase orders or commitments.
- (d) In the case of any Termination or Cancellation, the State shall, within forty-five (45) days of the effective date of Termination or Cancellation, reimburse the Contractor for its performance rendered and accepted by the State in accordance with the compensation provisions of the Contract, in addition to all actual and reasonable costs incurred after Termination or Cancellation in completing those portions of the performance which the Contractor was required to complete by the notice. However, the Contractor is not entitled to receive and the State is not obligated to tender to the Contractor any payments for anticipated or lost profits. Upon request by the State, the Contractor shall assign to the State, or any replacement contractor which the State designates, all subcontracts, purchase orders and other commitments, deliver to the State all Records and other information pertaining to its performance, and remove from State premises, whether leased or owned, all such equipment, waste material and rubbish related to its performance as the State may request.
- (e) For breach or violation of any of the provisions in the section of these Terms and Conditions concerning Representations and
- (f) Warranties, the State may Cancel the Contract in accordance with its terms and revoke any consents to assignments given as if the assignments had never been requested or consented to, without liability to the Contractor or Contractor Parties or any third party.





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(g) Upon Termination, Cancellation or Expiration of the Contract, all rights and obligations shall be null and void, so that no party shall have any further rights or obligations to any other party, except with respect to the sections which survive Termination, Cancellation or Expiration of the Contract. All representations, warranties, agreements and rights of the parties under the Contract shall survive such Termination, Cancellation or Expiration to the extent not otherwise limited in the Contract and without each one of them having to be specifically mentioned in the Contract.

(h) Termination or Cancellation of the Contract pursuant to this section shall not be deemed to be a breach of contract by the State.

**25. Breach.** If either party breaches the Contract in any respect, the non-breaching party shall provide written notice of such breach to the breaching party and afford the breaching party an opportunity to cure the breach within ten (10) days from the date that the breaching party receives such notice, or such other time as provided in the notice, the Invitation to Bid or these Terms and Conditions, whichever is latest. Such right to cure period shall be extended if the non-breaching party is satisfied that the breaching party is making a good faith effort to cure but the nature of the breach is such that it cannot be cured within the right to cure period. The notice may include an effective Contract cancellation date if the breach is not cured by the stated date and, unless otherwise modified by the non-breaching party in writing prior to the cancellation date, no further action shall be required of any party to effect the cancellation as of the stated date. If the notice does not set forth an effective Contract cancellation date, then the non-breaching party may Cancel the Contract by giving the breaching party no less than twenty four (24) hours' prior written notice. If the State believes that the Contractor has not performed according to the Contract, the State may withhold payment in whole or in part pending resolution of the performance issue, provided that DOIT notifies the Contractor in writing prior to the date that the payment would have been due in accordance with the Payment section of these Terms and Conditions. For notice purposes, a lesser payment period shall not apply. If a cash discount for prompt payment is invoiced, the withholding of payments as provided for in this section shall not deprive the State of the right to take such cash discount.

**26. Waiver.**

- (a) No waiver of any breach of the Contract shall be interpreted or deemed to be a waiver of any other or subsequent breach. All remedies afforded in the Contract shall be taken and construed as cumulative, that is, in addition to every other remedy provided in the Contract or at law or in equity.
- (b) A party's failure to insist on strict performance of any provision of the Contract shall only be deemed to be a waiver of rights and remedies concerning that specific instance of performance and shall not be deemed to be a waiver of any subsequent rights, remedies or breach.

**27. Open Market Purchases.** Except to the extent that the Contractor is performing within a right to cure period, failure of the Contractor to perform within the time specified in the Contract, or failure to replace rejected or substandard Systems or fulfill unperformed services when so requested and as the Contract provides or allows, constitutes a breach of the Contract and as a remedy for such breach, such failure shall constitute authority for DOIT, if it deems it to be necessary or appropriate in its sole discretion, to Cancel the Contract and/or to purchase on the open market, Systems and associated services to replace those which have been rejected, not delivered, or not performed. The State shall invoice the Contractor for all such purchases to the extent that they exceed the costs and expenses in Contractor's Bid and the Contractor shall pay the State's

invoice immediately after receiving the invoice. If DOIT does not Cancel the Contract, the State will deduct such open market purchases from the Contract quantities. However, if the CIO deems it to be in the best interest of the State, DOIT may accept and use the Systems delivered which are substandard in quality, subject to an adjustment in price to be determined by DOIT.

**28. Purchase Orders.** The Contract itself is not an authorization for the Contractor to ship any Systems or to begin performing in any way. The Contractor may begin performing only after it has received a duly issued purchase order against the Contract for performance. The Agency using the Contract will issue a purchase order against the Contract directly to the Contractor. All purchase orders must be in writing, bear the Contract number and comply with all other State requirements, particularly the Agency's requirements concerning procurement. A Contractor making delivery without a formal written purchase order does so at his own risk.

**29. Non-responsibility.** If (a) a Bidder fails to accept a Contract within ten (10) days, as specified in the Effective Date section of these terms and conditions; (b) a Contractor suffers an unexcused material breach of the Contract and fails to cure that breach in accordance with the procedures set forth in the Breach section of these terms and conditions; or (c) a Contractor fails to reimburse the State for open market purchases as set forth in the Open Market Purchases section of these terms and conditions, then DOIT will take that into consideration in future Invitations to Bid when evaluating the Bidder's responsibility. The consideration of this factor may lead to a "not responsible" finding against the Bidder and make a Bidder ineligible to receive one or more future contract awards.

**30. Indemnification.**

- a. The Contractor shall indemnify, defend and hold harmless the State and its officers, representatives, agents, servants, employees, successors and assigns from and against any and all (1) Claims arising, directly or indirectly, in connection with the Contract, including the acts of commission or omission (collectively, the "Acts") of the Contractor or Contractor Parties; and (2) liabilities, damages, losses, costs and expenses, including but not limited to, attorneys' and other professionals' fees, arising, directly or indirectly, in connection with Claims, Acts or the Contract. The Contractor shall use counsel reasonably acceptable to the State and without charge to the State in carrying out its obligations under this section. The Contractor's obligations under this section to indemnify, defend and hold harmless against Claims includes Claims concerning any intellectual property rights, other proprietary rights of any person or entity, copyrighted or uncopyrighted compositions, secret processes, patented or unpatented inventions, articles or appliances furnished or used in the performance of the Contract.
- b. The Contractor shall reimburse the State for any and all damages to the real or personal property of the State caused by the Acts of the Contractor or any Contractor Parties. The State shall give the Contractor reasonable notice of any such Claims.
- c. The Contractor's duties under this section shall remain fully in effect and binding in accordance with the terms and conditions of the Contract, without being lessened or compromised in any way, even where the Contractor is alleged or is found to have merely contributed in part to the Acts giving rise to the Claims and/or where the State is alleged or is found to have contributed to the Acts giving rise to the Claims.
- d. The Contractor shall carry and maintain at all times during the term of the Contract, and during the time that any provisions survive the term of the Contract, sufficient general liability insurance to satisfy its obligations under this section. The Contractor shall name the State as an additional insured on the policy.
- e. The rights provided in this section for the benefit of the State shall encompass the recovery of attorneys' and other professionals' fees expended in pursuing a Claim against a third party.



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This section shall survive the Termination, Cancellation or Expiration of the Contract, and shall not be limited by reason of any insurance coverage.

**31. Forum and Choice of Law.** The Contract shall be deemed to have been made in the City of Hartford, State of Connecticut. Both Parties agree that it is fair and reasonable for the validity and construction of the Contract to be, and it shall be, governed by the laws and court decisions of the State of Connecticut, without giving effect to its principles of conflicts of laws. To the extent that any immunities provided by Federal law or the laws of the State of Connecticut do not bar an action against the State, and to the extent that these courts are courts of competent jurisdiction, for the purpose of venue, the complaint shall be made returnable to the Judicial District of Hartford only or shall be brought in the United States District Court for the District of Connecticut only, and shall not be transferred to any other court, provided, however, that nothing here constitutes a waiver or compromise of the sovereign immunity of the State of Connecticut. The Contractor waives any objection which it may now have or will have to the laying of venue of any Claims in any forum and further irrevocably submits to such jurisdiction in any suit, action or proceeding.

**32. Contractor Guaranties.** Contractor shall:

- Perform fully under the Contract, the Invitation to Bid and the Bid in accordance with their terms.
- Guarantee the Systems and, as applicable, Systems Properties, against defective material or workmanship and to repair any damage or marring occasioned in transit or, at the State's option, replace them;
- Furnish adequate protection from damage for all work and to repair damage of any kind, for which its workers are responsible, to the premises, equipment Systems or System Properties, to the Contractor's work or that of Contractor Parties;
- With respect to the provision of services, pay for all permits, licenses and fees and give all required or appropriate notices;
- adhere to all contractual provisions ensuring the confidentiality of Records that the Contractor has access to and are exempt from disclosure under the State's Freedom of Information Act or other applicable law; and
- Neither disclaim, exclude nor modify the implied warranties of fitness for a particular purpose or of merchantability.

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

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

**34. Delivery.**

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

appurtenances, which are usually provided in the manufacturer's stock model, shall be furnished.

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

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

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

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

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

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

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

**41. Representations and Warranties.** The Contractor, and the Bidder, as appropriate, represent and warrant to the State for itself and Contractor Parties and Bidder Parties, as appropriate, that:

- if they are entities, they are duly and validly existing under the laws of its state of organization and authorized to conduct business in the State of Connecticut in the manner contemplated by the Contract. Further, as appropriate, they have taken all necessary action to authorize the execution, delivery and performance of the Bid and the



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<b>Purchasing Contact:</b> Elizabeth Basso
<b>E-mail Address:</b> <a href="mailto:elizabeth.basso@ct.gov">elizabeth.basso@ct.gov</a>

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



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permitted to transfer in accordance with the applicable third party license;

- (z) the Contractor shall not copyright, register, distribute or claim any rights in or to the Systems and Systems Properties after the effective date of the Contract without DOIT's prior written consent;
- (aa) it either owns or has the authority to use all Title of and to the Systems, Systems Properties and that such Title is not the subject of any encumbrances, liens or claims of ownership by any third party;
- (bb) the Systems and Systems Properties do not infringe or misappropriate any patent, trade secret or other intellectual property right of a third Party;
- (cc) the State's use of any Systems and Systems Properties shall not infringe or misappropriate any patent, trade secret or other intellectual property right of a third Party;
- (dd) if the Contractor procures any Systems, Systems Properties Rights, the Contractor shall sub-license such Systems, Systems Properties and that the State shall be afforded the full benefits of any manufacturer or subcontractor licenses for the use of the Systems and Systems Properties;
- (ee) the Contractor shall disclose to DOIT all software license and software escrow agreements that it has with any manufacturers or Contractor Parties; and
- (ff) the Contractor shall assign or otherwise transfer to DOIT, or afford DOIT the full benefits of any manufacturer's warranty for the Systems, Systems Properties and All IP Rights, to the extent that such warranties are assignable or otherwise transferable to DOIT.

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

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

**44. Entirety of Contract.** The Contract is the entire agreement between the parties with respect to the its subject matter, and supersedes all prior agreements, proposals, offers, counteroffers and understandings of the parties, whether written or oral. No alteration, modification or interpretation of the Contract shall be valid or binding unless in writing and signed by both parties. The Contract has been entered into after full investigation, neither party relying upon any statement or representation by the other unless such statement or representation is specifically embodied in the Contract.

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

**46. Executive Orders.** The Contract is subject to the provisions of Executive Order No. Three of Governor Thomas J. Meskill, promulgated June 16, 1971, concerning labor employment practices, Executive Order No. Seventeen of Governor Thomas J. Meskill,

promulgated February 15, 1973, concerning the listing of employment openings and Executive Order No. Sixteen of Governor John G. Rowland promulgated August 4, 1999, concerning violence in the workplace, all of which are incorporated into and are made a part of the Contract as if they had been fully set forth in it. At the Contractor's request, the Client Agency shall provide a copy of these orders to the Contractor. The Contract may also be subject to Executive Order No. 7C of Governor M. Jodi Rell, promulgated July 13, 2006, concerning contracting reforms, Executive Order No. 14 of Governor M. Jodi Rell, promulgated April 17, 2006, concerning procurement of cleaning products and services, Executive Order No. 19 of Governor M. Jodi Rell, promulgated June 19, 2008 concerning use of System Development Methodologies in accordance with their respective terms and conditions.

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

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

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

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



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substituted efforts when it is determined that such initial efforts will not be sufficient to comply with such requirements.

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

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

(1) The contractor agrees and warrants that in the performance of the contract such contractor will not discriminate or permit discrimination against any person or group of persons on the grounds of sexual orientation, in any manner prohibited by the laws of the United States or of the state of Connecticut, and that employees are treated when employed without regard to their sexual orientation; (2) the contractor agrees to provide each labor union or representative of workers with which such contractor has a collective bargaining agreement or other contract or understanding and each vendor with which such contractor has a contract or understanding, a notice to be provided by the Commission on Human Rights and Opportunities advising the labor union or workers' representative of the contractor's commitments under this section, and to post copies of the notice in conspicuous places available to employees and applicants for employment; (3) the contractor agrees to comply with each provision of this section and with each regulation or relevant order issued by said commission pursuant to section 46a-56; 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 section 46a-56.

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

For the purposes of this entire Non-Discrimination section, "contract" includes any extension or modification of the contract, "contractor" includes any successors or assigns of the contractor, "marital status"

means being single, married as recognized by the state of Connecticut, widowed, separated or divorced, and "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. For the purposes of this section, "contract" does not include a contract where each contractor is (1) a political subdivision of the state, including, but not limited to, a municipality, (2) a quasi-public agency, as defined in Conn. Gen. Stat. Section 1-120, (3) any other state, including but not limited to any federally recognized Indian tribal governments, as defined in Conn. Gen. Stat. Section 1-267, (4) the federal government, (5) a foreign government, or (6) an agency of a subdivision, agency, state or government described in the immediately preceding enumerated items (1), (2), (3), (4) or (5).

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

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

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

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

**52. Contractor Changes.** The Contractor shall notify DOIT in writing of any change in its certificate of incorporation, a change in more than a controlling interest in the ownership of the Contractor or a change in the individual(s) in charge of the performance to be completed under the Contract. This change shall not relieve the Contractor of any responsibility for the accuracy and completeness of the performance. DOIT, after receiving written notice by the Contractor of any such change, may require such agreements, releases and other instruments evidencing, to DOIT's satisfaction, that any individuals retiring or otherwise separating from the Contractor have been compensated in full or that provision has been made for compensation in full, for all work performed under terms of the Contract. The Contractor



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shall deliver such documents to DOIT in accordance with the terms of DOIT's written request. DOIT may also require, and the Contractor shall deliver, a financial statement showing that solvency of the Contractor is maintained. The death of any Contractor Party, as applicable, shall not release the Contractor from the obligation to perform under the Contract; the surviving Contractor Parties, as appropriate, must continue to perform under the Contract until it is fully performed.

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

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

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

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

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

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

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

**59. Severability.** If any term or provision of the Contract or its application to any person, entity or circumstance shall, to any extent, be held to be invalid or unenforceable, the remainder of the Contract or the application of such term or provision shall not be affected as to persons, entities or circumstances other than those as to whom or to which it is held to be invalid or unenforceable. Each remaining term

and provision of the Contract shall be valid and enforced to the fullest extent possible by law.

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

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

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

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

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

**64. Disclosure of Records.** The Contract may be subject to the provisions of §1-218 of the Connecticut General Statutes. In accordance with this section, each contract in excess of two million five hundred thousand dollars between a public agency and a person for the performance of a governmental function shall (1) provide that the public agency is entitled to receive a copy of records and files related to the performance of the



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<b>E-mail Address:</b> <a href="mailto:elizabeth.basso@ct.gov">elizabeth.basso@ct.gov</a>

governmental function, and (2) indicate that such records and files are subject to the Freedom of Information Act and may be disclosed by the public agency pursuant to the Freedom of Information Act. No request to inspect or copy such records or files shall be valid unless the request is made to the public agency in accordance with the Freedom of Information Act. Any complaint by a person who is denied the right to inspect or copy such records or files shall be brought to the Freedom of Information Commission in accordance with the provisions of sections 1-205 and 1-206 of the Connecticut General Statutes.

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

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

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

This section is set forth here only for purposes of providing notice of the requirements of the Act. Accordingly, it is neither intended nor should it be interpreted nor relied upon to be a complete and full reiteration of the Act's contents. Any interpretation or understanding of the Act's requirements or content by any party must come only from reading the full text of the Act itself.

**66. Summary of State Ethics Laws.** Pursuant to the requirements of Section 1-101qq of Connecticut General Statutes, the summary of State ethics laws developed by the State Ethics Commission pursuant to section 1-81b of the Connecticut General Statutes is incorporated by

reference into and made a part of the Contract as if the summary had been fully set forth in the Contract.

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

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

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

(b) The parties shall follow the following procedures in order to ensure the orderly transfer to the State of:

(1) such facilities and equipment-- Unless a shorter period is necessary or appropriate to ensure compliance with subsection (a) above, in which case that shorter period shall apply, the Contractor shall deliver to the State, F.O.B. East Hartford, Connecticut or other State location which DOIT identifies, all Systems related to or arising out of the Contract, subcontract or amendment, no later than 10 days from the date that the work under the Contract is transferred back to the State or to another contractor for any reason. The Contractor shall deliver the Systems to the State, during the State's business hours, in good working order and in appropriately protective packaging to ensure delivery without damage. Concurrent with this delivery, the Contractor shall also deliver all Systems-related operation manuals and other documentation in whatever form they exist and a list of all Systems passwords and security codes;

(2) all software, including all applicable licenses, purchased, created or modified pursuant to the Contract, subcontract or amendment-- Unless a shorter period is necessary or appropriate to ensure compliance with subsection (a) above, in which case that shorter period shall apply, the Contractor shall deliver to the State, F.O.B. East Hartford, Connecticut or other State location which DOIT identifies, all software, including all applicable licenses, purchased, created or modified pursuant to the Contract, subcontract or amendment no later than 10 days from the date that the work under the Contract is transferred back to the State or to another contractor for any reason. The Contractor shall deliver to the State, during the State's business hours, the software, including its source code, if applicable, in good working order, readily capable of being maintained and modified, and housed in appropriately protective packaging or hardware to ensure delivery without damage. Concurrent with this delivery, the



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Contractor shall also deliver all related operation manuals and other documentation in whatever form they exist and a list of all applicable passwords and security codes; and

(3) all Public Records, as defined in Conn. Gen. Stat. §4d-33, which the Contractor or Contractor Parties possess or create pursuant to the Contract, subcontract or amendment-- Unless a shorter period is necessary or appropriate to ensure compliance with subsection (a) above, in which case that shorter period shall apply, the Contractor shall deliver to the State, F.O.B. East Hartford, Connecticut or other State location which DOIT identifies, all Records and Public Records created or modified pursuant to the Contract, subcontract or amendment no later than the latter of (1) the time specified in the section in this Contract concerning Termination for the return of Records and (2) 10 days from the date that the work under the Contract is transferred back to the State or to another contractor for any reason. The Contractor shall deliver to the State those Records and Public Records that exist in electronic, magnetic or other intangible form in a non-proprietary format, such as, but not limited to, ASCII or .TXT. The Contractor shall deliver to the State, during the State's business hours, those Records and Public Records and a list of all applicable passwords and security codes, all in appropriately protective packaging to ensure delivery without damage.

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

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

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

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

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

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

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

(1) That no gifts were made between the date that the state agency or quasi-public agency began planning the project, services, procurement, lease or licensing arrangement covered by the contract and the date of execution of the contract, by (A) such person, firm, corporation, (B) any principals and key personnel of the person, firm or corporation, who participated substantially in preparing the bid or

proposal or the negotiation of the contract, or (C) any agent of such person, firm, corporation or principals and key personnel, who participated substantially in preparing the bid or proposal or the negotiation of the contract, to (i) any public official or state employee of the state agency or quasi-public agency soliciting bids or proposals for the contract, who participated substantially in the preparation of the bid solicitation or request for proposals for the contract or the negotiation or award of the contract, or (ii) any public official or state employee of any other state agency, who has supervisory or appointing authority over such state agency or quasi-public agency;

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

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

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

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

**72. Encryption of Confidential Data**

Contractor, at its own expense, shall keep and maintain in an encrypted state any and all electronically stored data now or hereafter in its possession or control located on non-state owned or managed devices that the State, in accordance with its existing state policies, classifies as confidential or restricted. The method of encryption shall be compliant with the State of Connecticut Enterprise Wide Technical Architecture (EWTA). This shall be Contractor's continuing obligation for compliance with the EWTA standard as it may be amended or supplemented from time to time.

In the event of a breach of security or loss of State of Connecticut data, the Contractor shall notify the state agency which owns the data, the Connecticut Department of Information Technology and the Connecticut Office of the Attorney General as soon as practical but no later than 24 hours after the Contractor discovers or has reason to believe that a breach or loss as occurred or that such data has been compromised through breach or loss.

**73. Health Insurance Portability and Accountability Act of 1996 ("HIPAA").**

(a) If the Contractor is a Business Associate under the requirements of the Health Insurance Portability and Accountability Act of 1996 ("HIPAA"), the Contractor must comply with all terms and conditions of this Section of the Contract. If the Contractor is not a Business Associate under HIPAA, this Section of the Contract does not apply to the Contractor for this Contract.

(b) The Contractor is required to safeguard the use, publication and disclosure of information on all applicants for, and all clients who receive, services under the Contract in accordance with all applicable federal and state law regarding confidentiality, which includes but is not limited to HIPAA, more specifically with the Privacy and Security Rules at 45 C.F.R. Part 160 and Part 164, subparts A, C, and E; and

(c) The State of Connecticut Agency named on page 1 of this Contract (hereinafter the "Department") is a "covered entity" as that term is defined in 45 C.F.R. § 160.103; and





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- (d) The Contractor, on behalf of the Department, performs functions that involve the use or disclosure of "individually identifiable health information," as that term is defined in 45 C.F.R. § 160.103; and
- (e) The Contractor is a "business associate" of the Department, as that term is defined in 45 C.F.R. § 160.103; and
- (f) The Contractor and the Department agree to the following in order to secure compliance with the HIPAA, the requirements of Subtitle D of the Health Information Technology for Economic and Clinical Health Act (hereinafter the HITECH Act), (Pub. L. 111-5, sections 13400 to 13423), and more specifically with the Privacy and Security Rules at 45 C.F.R. Part 160 and Part 164, subparts A, C, and E.
- (g) Definitions
- (1) "Breach shall have the same meaning as the term is defined in section 13400 of the HITECH Act (42 U.S.C. § 17921(1))
  - (2) "Business Associate" shall mean the Contractor.
  - (3) "Covered Entity" shall mean the Department of the State of Connecticut named on page 1 of this Contract.
  - (4) "Designated Record Set" shall have the same meaning as the term "designated record set" in 45 C.F.R. § 164.501.
  - (5) "Electronic Health Record" shall have the same meaning as the term is defined in section 13400 of the HITECH Act (42 U.S.C. § 17921(5))
  - (6) "Individual" shall have the same meaning as the term "individual" in 45 C.F.R. § 160.103 and shall include a person who qualifies as a personal representative as defined in 45 C.F.R. § 164.502(g).
  - (7) "Privacy Rule" shall mean the Standards for Privacy of Individually Identifiable Health Information at 45 C.F.R. part 160 and parts 164, subparts A and E.
  - (8) "Protected Health Information" or "PHI" shall have the same meaning as the term "protected health information" in 45 C.F.R. § 160.103, limited to information created or received by the Business Associate from or on behalf of the Covered Entity.
  - (9) "Required by Law" shall have the same meaning as the term "required by law" in 45 C.F.R. § 164.103.
  - (10) "Secretary" shall mean the Secretary of the Department of Health and Human Services or his designee.
  - (11) "More stringent" shall have the same meaning as the term "more stringent" in 45 C.F.R. § 160.202.
  - (12) "This Section of the Contract" refers to the HIPAA Provisions stated herein, in their entirety.
  - (13) "Security Incident" shall have the same meaning as the term "security incident" in 45 C.F.R. § 164.304.
  - (14) "Security Rule" shall mean the Security Standards for the Protection of Electronic Protected Health Information at 45 C.F.R. part 160 and parts 164, subpart A and C.
  - (15) "Unsecured protected health information" shall have the same meaning as the term as defined in section 13402(h)(1)(A) of HITECH. Act. (42 U.S.C. 17932(h)(1)(A)).
- (h) Obligations and Activities of Business Associates.
- (1) Business Associate agrees not to use or disclose PHI other than as permitted or required by this Section of the Contract or as Required by Law.
  - (2) Business Associate agrees to use appropriate safeguards to prevent use or disclosure of PHI other than as provided for in this Section of the Contract.
  - (3) Business Associate agrees to use administrative, physical and technical safeguards that reasonably and appropriately protect the confidentiality, integrity, and availability of electronic protected health information that it creates, receives, maintains, or transmits on behalf of the Covered Entity.
  - (4) Business Associate agrees to mitigate, to the extent practicable, any harmful effect that is known to the Business Associate of a use or disclosure of PHI by Business Associate in violation of this Section of the Contract.
  - (5) Business Associate agrees to report to Covered Entity any use or disclosure of PHI not provided for by this Section of the Contract or any security incident of which it becomes aware.
  - (6) Business Associate agrees to insure that any agent, including a subcontractor, to whom it provides PHI received from, or created or received by Business Associate, on behalf of the Covered Entity, agrees to the same restrictions and conditions that apply through this Section of the Contract to Business Associate with respect to such information.
  - (7) Business Associate agrees to provide access, at the request of the Covered Entity, and in the time and manner agreed to by the parties, to PHI in a Designated Record Set, to Covered Entity or, as directed by Covered Entity, to an Individual in order to meet the requirements under 45 C.F.R. § 164.524.
  - (8) Business Associate agrees to make any amendments to PHI in a Designated Record Set that the Covered Entity directs or agrees to pursuant to 45 C.F.R. § 164.526 at the request of the Covered Entity, and in the time and manner agreed to by the parties.
  - (9) Business Associate agrees to make internal practices, books, and records, including policies and procedures and PHI, relating to the use and disclosure of PHI received from, or created or received by, Business Associate on behalf of Covered Entity, available to Covered Entity or to the Secretary in a time and manner agreed to by the parties or designated by the Secretary, for purposes of the Secretary determining Covered Entity's compliance with the Privacy Rule.
  - (10) Business Associate agrees to document such disclosures of PHI and information related to such disclosures as would be required for Covered Entity to respond to a request by an Individual for an accounting of disclosures of PHI in accordance with 45 C.F.R. § 164.528 and section 13405 of the HITECH Act (42 U.S.C. § 17935) and any regulations promulgated thereunder.
  - (11) Business Associate agrees to provide to Covered Entity, in a time and manner agreed to by the parties, information collected in accordance with clause h. (10) of this Section of the Contract, to permit Covered Entity to respond to a request by an Individual for an accounting of disclosures of PHI in accordance with 45 C.F.R. § 164.528 and section 13405 of the HITECH Act (42 U.S.C. § 17935) and any regulations promulgated thereunder. Business Associate agrees at the Covered Entity's direction to provide an accounting of disclosures of PHI directly to an individual in accordance with 45 C.F.R. § 164.528 and section 13405 of the HITECH Act (42 U.S.C. § 17935) and any regulations promulgated thereunder.
  - (12) Business Associate agrees to comply with any state or federal law that is more stringent than the Privacy Rule.
  - (13) Business Associate agrees to comply with the requirements of the HITECH Act relating to privacy and security that are applicable to the Covered Entity and with the requirements of



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45 C.F.R. sections 164.504(e), 164.308, 164.310, 164.312, and 164.316.

- (14) In the event that an individual requests that the Business Associate (a) restrict disclosures of PHI; (b) provide an accounting of disclosures of the individual's PHI; or (c) provide a copy of the individual's PHI in an electronic health record, the Business Associate agrees to notify the covered entity, in writing, within two business days of the request.

- (15) Business Associate agrees that it shall not, directly or indirectly, receive any remuneration in exchange for PHI of an individual without (1) the written approval of the covered entity, unless receipt of remuneration in exchange for PHI is expressly authorized by this Contract and (2) the valid authorization of the individual, except for the purposes provided under section 13405(d)(2) of the HITECH Act, (42 U.S.C. § 17935(d)(2)) and in any accompanying regulations

(16) **Obligations in the Event of a Breach**  
The Business Associate agrees that, following the discovery of a breach of unsecured protected health information, it shall notify the Covered Entity of such breach in accordance with the requirements of section 13402 of HITECH (42 U.S.C. 17932(b) and the provisions of this Section of the Contract.

Such notification shall be provided by the Business Associate to the Covered Entity without unreasonable delay, and in no case later than 30 days after the breach is discovered by the Business Associate, except as otherwise instructed in writing by a law enforcement official pursuant to section 13402 (g) of HITECH (42 U.S.C. 17932(g)). A breach is considered discovered as of the first day on which it is, or reasonably should have been, known to the Business Associate. The notification shall include the identification and last known address, phone number and email address of each individual (or the next of kin of the individual if the individual is deceased) whose unsecured protected health information has been, or is reasonably believed by the Business Associate to have been, accessed, acquired, or disclosed during such breach.

The Business Associate agrees to include in the notification to the Covered Entity at least the following information:  
A brief description of what happened, including the date of the breach and the date of the discovery of the breach, if known.

A description of the types of unsecured protected health information that were involved in the breach (such as full name, Social Security number, date of birth, home address, account number, or disability code).

The steps the Business Associate recommends that individuals take to protect themselves from potential harm resulting from the breach. A detailed description of what the Business Associate is doing to investigate the breach, to mitigate losses, and to protect against any further breaches.

Whether a law enforcement official has advised either verbally or in writing the Business Associate that he or she has determined that notification or notice to individuals or the posting required under section 13402 of the HITECH Act would impede a criminal investigation or cause damage to national security and; if so, include contact information for said official.

Business Associate agrees to provide appropriate staffing and have established procedures to ensure that individuals informed by the Covered Entity of a breach by the Business Associate have the opportunity to ask questions and contact the Business Associate for additional information regarding the breach. Such procedures shall include a toll-free telephone number, an e-mail address, a posting on its Web site and a postal address. Business Associate agrees to include in the notification of a breach by the Business Associate to the Covered Entity, a written description of the procedures that have been

established to meet these requirements. Costs of such contact procedures will be borne by the Contractor. Business Associate agrees that, in the event of a breach, it has the burden to demonstrate that it has complied with all notifications requirements set forth above, including evidence demonstrating the necessity of a delay in notification to the Covered Entity.

- (i) **Permitted Uses and Disclosure by Business Associate.**  
(1) General Use and Disclosure Provisions Except as otherwise limited in this Section of the Contract, Business Associate may use or disclose PHI to perform functions, activities, or services for, or on behalf of, Covered Entity as specified in this Contract, provided that such use or disclosure would not violate the Privacy Rule if done by Covered Entity or the minimum necessary policies and procedures of the Covered Entity.  
(2) Specific Use and Disclosure Provisions  
(A) Except as otherwise limited in this Section of the Contract, Business Associate may use PHI for the proper management and administration of Business Associate or to carry out the legal responsibilities of Business Associate.  
(B) Except as otherwise limited in this Section of the Contract, Business Associate may disclose PHI for the proper management and administration of Business Associate, provided that disclosures are Required by Law, or Business Associate obtains reasonable assurances from the person to whom the information is disclosed that it will remain confidential and used or further disclosed only as Required by Law or for the purpose for which it was disclosed to the person, and the person notifies Business Associate of any instances of which it is aware in which the confidentiality of the information has been breached.  
(C) Except as otherwise limited in this Section of the Contract, Business Associate may use PHI to provide Data Aggregation services to Covered Entity as permitted by 45 C.F.R. § 164.504(e)(2)(i)(B).  
(j) **Obligations of Covered Entity.**  
(1) Covered Entity shall notify Business Associate of any limitations in its notice of privacy practices of Covered Entity, in accordance with 45 C.F.R. § 164.520, or to the extent that such limitation may affect Business Associate's use or disclosure of PHI.  
(2) Covered Entity shall notify Business Associate of any changes in, or revocation of, permission by Individual to use or disclose PHI, to the extent that such changes may affect Business Associate's use or disclosure of PHI.  
(3) Covered Entity shall notify Business Associate of any restriction to the use or disclosure of PHI that Covered Entity has agreed to in accordance with 45 C.F.R. § 164.522, to the extent that such restriction may affect Business Associate's use or disclosure of PHI.

(k) **Permissible Requests by Covered Entity.** Covered Entity shall not request Business Associate to use or disclose PHI in any manner that would not be permissible under the Privacy Rule if done by the Covered Entity, except that Business Associate may use and disclose PHI for data aggregation, and management and administrative activities of Business Associate, as permitted under this Section of the Contract.

- (l) **Term and Termination.**  
(1) **Term.** The Term of this Section of the Contract shall be effective as of the date the Contract is effective and shall terminate when the information collected in accordance with clause h. (10) of this Section of the Contract is provided to the Covered Entity and all of the PHI provided by Covered Entity to Business Associate, or created or received by Business Associate on behalf of Covered Entity, is destroyed or returned to Covered Entity, or, if it is infeasible to return or destroy PHI, protections are extended to such information, in accordance with the termination provisions in this Section.  
(2) **Termination for Cause Upon Covered Entity's knowledge of a material breach by Business Associate.** Covered Entity shall either:  
(A) Provide an opportunity for Business Associate to cure the breach or end the violation and terminate the Contract if Business Associate does not cure the breach



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or end the violation within the time specified by the Covered Entity; or

(B) Immediately terminate the Contract if Business Associate has breached a material term of this Section of the Contract and cure is not possible; or

(C) If neither termination nor cure is feasible, Covered Entity shall report the violation to the Secretary.

(3) Effect of Termination

(A) Except as provided in (l)(2) of this Section of the Contract, upon termination of this Contract, for any reason, Business Associate shall return or destroy all PHI received from Covered Entity, or created or received by Business Associate on behalf of Covered Entity. Business Associate shall also provide the information collected in accordance with clause h. (10) of this Section of the Contract to the Covered Entity within ten business days of the notice of termination. This provision shall apply to PHI that is in the possession of subcontractors or agents of Business Associate. Business Associate shall retain no copies of the PHI.

(B) In the event that Business Associate determines that returning or destroying the PHI is infeasible, Business Associate shall provide to Covered Entity notification of the conditions that make return or destruction infeasible. Upon documentation by Business Associate that return or destruction of PHI is infeasible, Business Associate shall extend the protections of this Section of the Contract to such PHI and limit further uses and disclosures of PHI to those purposes that make return or destruction infeasible, for as long as Business Associate maintains such PHI. Infeasibility of the return or destruction of PHI includes, but is not limited to, requirements under state or federal law that the Business Associate maintains or preserves the PHI or copies thereof.

(m) Miscellaneous Provisions.

(1) Regulatory References. A reference in this Section of the Contract to a section in the Privacy Rule means the section as in effect or as amended.

(2) Amendment. The Parties agree to take such action as is necessary to amend this Section of the Contract from time to time as is necessary for Covered Entity to comply with requirements of the Privacy Rule and the Health Insurance Portability and Accountability Act of 1996, Pub. L. No. 104-191.

(3) Survival. The respective rights and obligations of Business Associate shall survive the termination of this Contract.

(4) Effect on Contract. Except as specifically required to implement the purposes of this Section of the Contract, all other terms of the Contract shall remain in force and effect.

(5) Construction. This Section of the Contract shall be construed as broadly as necessary to implement and comply with the Privacy Standard. Any ambiguity in this Section of the Contract shall be resolved in favor of a meaning that complies, and is consistent with, the Privacy Standard.

(6) Disclaimer. Covered Entity makes no warranty or representation that compliance with this Section of the Contract will be adequate or satisfactory for Business Associate's own purposes. Covered Entity shall not be liable to Business Associate for any claim, civil or criminal penalty, loss or damage related to or arising from the unauthorized use or disclosure of PHI by Business Associate or any of its officers, directors, employees, contractors or agents, or any third party to whom Business Associate has disclosed PHI contrary to the provisions of this Contract or applicable law. Business Associate is solely responsible for all decisions made, and actions taken, by Business Associate regarding the safeguarding, use and disclosure of PHI within its possession, custody or control.

(7) Indemnification. The Business Associate shall indemnify and hold the Covered Entity harmless from and against any and all claims, liabilities, judgments, fines, assessments, penalties, awards and any statutory damages that may be imposed or assessed pursuant to

HIPAA, as amended or the HITECH Act, including, without limitation, attorney's fees, expert witness fees, costs of investigation, litigation or dispute resolution, and costs awarded thereunder, relating to or arising out of any violation by the Business Associate and its agents, including subcontractors, of any obligation of Business Associate and its agents, including subcontractors, under this section of the contract, under HIPAA, the HITECH Act, the Privacy Rule and the Security Rule.



**STATE OF CONNECTICUT**  
**DEPARTMENT OF INFORMATION TECHNOLOGY**  
**CONTRACTS & PURCHASING DIVISION**  
**101 EAST RIVER DRIVE, 4<sup>th</sup> Floor**  
**EAST HARTFORD, CT 06108-3274**  
[www.ct.gov/doit](http://www.ct.gov/doit)

<b>BID NUMBER</b> <b>10ITZ0033</b>
<b>Purchasing Contact:</b> Elizabeth Basso, AFAO
<b>E-mail Address:</b> <a href="mailto:elizabeth.basso@ct.gov">elizabeth.basso@ct.gov</a>

## BIDDER'S CHECKLIST

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

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

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

**IF REQUESTED INCLUDE:**

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

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

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



**STATE OF CONNECTICUT**  
**DEPARTMENT OF INFORMATION TECHNOLOGY**  
**CONTRACTS & PURCHASING DIVISION**  
**101 EAST RIVER DRIVE, 4<sup>th</sup> Floor**  
**EAST HARTFORD, CT 06108-3274**  
[www.ct.gov/doit](http://www.ct.gov/doit)

<b>BID NUMBER</b> <b>10ITZ0033</b>
<b>Purchasing Contact:</b> Elizabeth Basso, AFAO
<b>E-mail Address:</b> <a href="mailto:elizabeth.basso@ct.gov">elizabeth.basso@ct.gov</a>

**VENDOR CERTIFICATIONS**

- 1) OPM Ethics Form 1 – Gift and Campaign Contribution Certification.
- 2) OPM Ethics Form 5 – Consulting Agreement Affidavit.
- 3) OPM Ethics Form 6 – Affirmation of Receipt of State Ethics Laws Summary
- 4) Plain Language Summary of State Ethics Laws for Current and Potential State Contractors.
- 5) SEEC FORM 11 - Notice To Executive Branch State Contractors And Prospective State Contractors Of Campaign Contribution And Solicitation Ban.
- 6) Nondiscrimination Certification Requirement
- 7) Nondiscrimination Certification Forms A – E (See Explanation below)

**EXPLANATION OF FORMS:**

**Form A.** Representation: For use by an individual when entering into any contract, regardless of contract value.

**Form B.** Representation: For use by an entity when entering into any contract valued at less than \$50,000 for any year of the contract.

**Form C.** Affidavit: (Recommended) For use by an entity when entering into any contract valued at \$50,000 or more for any year of the contract and the entity certifies through an affidavit that a complying nondiscrimination policy is currently in place.

**Form D.** New Resolution: For use by a entity when entering into any contract valued at \$50,000 or more for any year of the contract and the entity has a complying nondiscrimination policy adopted by a new resolution of the board of directors, shareholders, managers, members, or other governing body.

**Form E.** Prior Resolution: For use by a entity when entering into any contract valued at \$50,000 or more for any year of the contract and the entity has a complying nondiscrimination policy adopted by a prior resolution of the board of directors, shareholders, managers, members, or other governing body.



## STATE OF CONNECTICUT GIFT AND CAMPAIGN CONTRIBUTION CERTIFICATION

*Certification to accompany a State contract with a value of \$50,000 or more in a calendar or fiscal year, pursuant to C.G.S. §§ 4-250 and 4-252(c); Governor M. Jodi Rell's Executive Orders No. 1, Para. 8, and No. 7C, Para. 10; and C.G.S. §9-612(g)(2), as amended by Public Act 07-1*

### INSTRUCTIONS:

Complete all sections of the form. Attach additional pages, if necessary, to provide full disclosure about any lawful campaign contributions made to campaigns of candidates for statewide public office or the General Assembly, as described herein. Sign and date the form, under oath, in the presence of a Commissioner of the Superior Court or Notary Public. Submit the completed form to the awarding State agency at the time of initial contract execution (and on each anniversary date of a multi-year contract, if applicable).

**CHECK ONE:**     Initial Certification                       Annual Update (Multi-year contracts only.)

### GIFT CERTIFICATION:

As used in this certification, the following terms have the meaning set forth below:

- 1) "Contract" means that contract between the State of Connecticut (and/or one or more of its agencies or instrumentalities) and the Contractor, attached hereto, or as otherwise described by the awarding State agency below;
- 2) If this is an Initial Certification, "Execution Date" means the date the Contract is fully executed by, and becomes effective between, the parties; if this is an Annual Update, "Execution Date" means the date this certification is signed by the Contractor;
- 3) "Contractor" means the person, firm or corporation named as the contractor below;
- 4) "Applicable Public Official or State Employee" means any public official or state employee described in C.G.S. §4-252(c)(1)(i) or (ii);
- 5) "Gift" has the same meaning given that term in C.G.S. § 4-250(1);
- 6) "Planning Start Date" is the date the State agency began planning the project, services, procurement, lease or licensing arrangement covered by this Contract, as indicated by the awarding State agency below; and
- 7) "Principals or Key Personnel" means and refers to those principals and key personnel of the Contractor, and its or their agents, as described in C.G.S. §§ 4-250(5) and 4-252(c)(1)(B) and (C).

I, the undersigned, am the official authorized to execute the Contract on behalf of the Contractor. I hereby certify that, between the Planning Start Date and Execution Date, neither the Contractor nor any Principals or Key Personnel has made, will make (or has promised, or offered, to, or otherwise indicated that he, she or it will, make) any **Gifts** to any Applicable Public Official or State Employee.

I further certify that no Principals or Key Personnel know of any action by the Contractor to circumvent (or which would result in the circumvention of) the above certification regarding **Gifts** by providing for any other principals, key personnel, officials, or employees of the Contractor, or its or their agents, to make a **Gift** to any Applicable Public Official or State Employee. I further certify that the Contractor made the bid or proposal for the Contract without fraud or collusion with any person.

### CAMPAIGN CONTRIBUTION CERTIFICATION:

I further certify that, on or after December 31, 2006, neither the Contractor nor any of its principals, as defined in C.G.S. § 9-612(g)(1), has made any **campaign contributions** to, or solicited any contributions on behalf of, any exploratory committee, candidate committee, political committee, or party committee established by, or supporting or authorized to support, any candidate for statewide public office, in violation of C.G.S. § 9-612(g)(2)(A). I further certify that **all lawful campaign contributions** that have been made on or after December 31, 2006 by the Contractor or any of its principals, as defined in C.G.S. § 9-612(g)(1), to, or solicited on behalf of, any exploratory committee, candidate committee, political committee, or party committee established by, or supporting or authorized to support any candidates for statewide public office or the General Assembly, are listed below:



# STATE OF CONNECTICUT GIFT AND CAMPAIGN CONTRIBUTION CERTIFICATION

**Lawful Campaign Contributions to Candidates for Statewide Public Office:**

<u>Contribution Date</u>	<u>Name of Contributor</u>	<u>Recipient</u>	<u>Value</u>	<u>Description</u>

**Lawful Campaign Contributions to Candidates for the General Assembly:**

<u>Contribution Date</u>	<u>Name of Contributor</u>	<u>Recipient</u>	<u>Value</u>	<u>Description</u>

Sworn as true to the best of my knowledge and belief, subject to the penalties of false statement.

\_\_\_\_\_  
Printed Contractor Name

\_\_\_\_\_  
**Signature of Authorized Official**

Subscribed and acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_, 200\_\_.

\_\_\_\_\_  
**Commissioner of the Superior Court (or Notary Public)**

**For State Agency Use Only**

Department of Information Technology  
Awarding State Agency

\_\_\_\_\_ Planning Start Date

10ITZ0033, Data Processing Services  
Contract Number or Description



# STATE OF CONNECTICUT CONSULTING AGREEMENT AFFIDAVIT

*Affidavit to accompany a State contract for the purchase of goods and services with a value of \$50,000 or more in a calendar or fiscal year, pursuant to Connecticut General Statutes §§ 4a-81(a) and 4a-81(b)*

### INSTRUCTIONS:

**If the bidder or vendor has entered into a consulting agreement, as defined by Connecticut General Statutes § 4a-81(b)(1):** Complete all sections of the form. If the bidder or vendor has entered into more than one such consulting agreement, use a separate form for each agreement. Sign and date the form in the presence of a Commissioner of the Superior Court or Notary Public. **If the bidder or vendor has not entered into a consulting agreement, as defined by Connecticut General Statutes § 4a-81(b)(1):** Complete only the shaded section of the form. Sign and date the form in the presence of a Commissioner of the Superior Court or Notary Public.

Submit completed form to the awarding State agency with bid or proposal. For a sole source award, submit completed form to the awarding State agency at the time of contract execution.

This affidavit must be amended if the contractor enters into any new consulting agreement(s) during the term of the State contract.

**AFFIDAVIT:** [ Number of Affidavits Sworn and Subscribed On This Day: \_\_\_\_\_ ]

I, the undersigned, hereby swear that I am the chief official of the bidder or vendor awarded a contract, as described in Connecticut General Statutes § 4a-81(a), or that I am the individual awarded such a contract who is authorized to execute such contract. I further swear that I have not entered into any consulting agreement in connection with such contract, **except for the agreement listed below:**

\_\_\_\_\_  
Consultant's Name and Title

\_\_\_\_\_  
Name of Firm (if applicable)

\_\_\_\_\_  
Start Date

\_\_\_\_\_  
End Date

\_\_\_\_\_  
Cost

Description of Services Provided: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Is the consultant a former State employee or former public official?  YES  NO

If YES: \_\_\_\_\_  
Name of Former State Agency

\_\_\_\_\_  
Termination Date of Employment

Sworn as true to the best of my knowledge and belief, subject to the penalties of false statement.

\_\_\_\_\_  
Printed Name of Bidder or Vendor

\_\_\_\_\_  
**Signature of Chief Official or Individual**

\_\_\_\_\_  
**Date**

\_\_\_\_\_  
Printed Name (of above)

Dept. of Info. Tech  
Awarding State Agency

Sworn and subscribed before me on this \_\_\_\_\_ day of \_\_\_\_\_, 200\_\_.

\_\_\_\_\_  
**Commissioner of the Superior Court  
or Notary Public**





## STATE OF CONNECTICUT AFFIRMATION OF RECEIPT OF STATE ETHICS LAWS SUMMARY

*Affirmation to accompany a large State construction or procurement contract, having a cost of more than \$500,000, pursuant to Connecticut General Statutes §§ 1-101mm and 1-101qq*

### INSTRUCTIONS:

Complete all sections of the form. Submit completed form to the awarding State agency or contractor, as directed below.

### CHECK ONE:

- I am a person seeking a large State construction or procurement contract. I am submitting this affirmation to the awarding State agency with my bid or proposal. [Check this box if the contract will be awarded through a competitive process.]
- I am a contractor who has been awarded a large State construction or procurement contract. I am submitting this affirmation to the awarding State agency at the time of contract execution. [Check this box if the contract was a sole source award.]
- I am a subcontractor or consultant of a contractor who has been awarded a large State construction or procurement contract. I am submitting this affirmation to the contractor.

### IMPORTANT NOTE:

Contractors shall submit the affirmations of their subcontractors and consultants to the awarding State agency. Failure to submit such affirmations in a timely manner shall be cause for termination of the large State construction or procurement contract.

### AFFIRMATION:

I, the undersigned person, contractor, subcontractor, consultant, or the duly authorized representative thereof, affirm (1) receipt of the summary of State ethics laws\* developed by the Office of State Ethics pursuant to Connecticut General Statutes § 1-81b and (2) that key employees of such person, contractor, subcontractor, or consultant have read and understand the summary and agree to comply with its provisions.

\* The summary of State ethics laws is available on the State of Connecticut's Office of State Ethics website at [http://www.ct.gov/ethics/lib/ethics/contractors\\_guide\\_final2.pdf](http://www.ct.gov/ethics/lib/ethics/contractors_guide_final2.pdf)

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Title

\_\_\_\_\_  
Firm or Corporation (if applicable)

\_\_\_\_\_  
Street Address

\_\_\_\_\_  
City

\_\_\_\_\_  
State

\_\_\_\_\_  
Zip

Department of Information Technology  
Awarding State Agency

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

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

### RESTRICTIONS ON THE BENEFITS YOU MAY GIVE TO STATE PERSONNEL

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

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

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

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

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

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

### RULES ON HIRING STATE PERSONNEL

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

A current state employee must not accept outside employment that impairs his independence of judgment regarding his state duties, or that encourages him to disclose confidential information learned in his state job. Also, a current state employee may not use his or her state position for financial gain, however inadvertent that use may be. Therefore, for example, a current state employee who exercises any contractual, supervisory or regulatory authority over you or your business may not be able to work for you.

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

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

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

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

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

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

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

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

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

### **OTHER ETHICS PROVISIONS THAT MAY APPLY TO YOU**

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

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

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

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

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

(3) intentionally violating or trying to circumvent the state competitive bidding and ethics laws.

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

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

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

**Campaign Contribution and Solicitation Ban**

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

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

**Duty to Inform**

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

**Penalties for Violations**

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

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

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

**Contract Consequences**

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

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

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

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

Definitions:

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

"Prospective state contractor" means a person, business entity or nonprofit organization that (i) submits a response to a state contract solicitation by the state, a state agency or a quasi-public

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

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

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

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

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

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

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

## **NONDISCRIMINATION CERTIFICATION REQUIREMENT**

By law, a contractor must provide an awarding State agency with written representation or documentation that certifies the contractor complies with the State's nondiscrimination agreements and warranties. A nondiscrimination certification is required for all State contracts – regardless of type, term, cost, or value. The appropriate form must be submitted to the awarding State agency prior to contract execution.

Accordingly, attached are forms A – E. Form A is *always* used for contracts with an individual who is not an entity, regardless of the contract value. Form B is *always* used for contracts with an entity when the contract value is less than \$50,000. Form C is *recommended* for contracts valued at \$50,000 or more with an entity. If Form C is not used, either Form D or E must be used; both require a resolution (new or prior).

### **Definitions:**

- individual: a person who is not an entity
- entity: corporation, limited liability company, or partnership

### **Explanation of Forms:**

- **Form A. Representation:** For use by an individual when entering into any contract, regardless of contract value.
- **Form B. Representation:** For use by an entity when entering into any contract valued at less than \$50,000 for any year of the contract.
- **Form C. Affidavit:** (Recommended) For use by an entity when entering into any contract valued at \$50,000 or more for any year of the contract and the entity certifies through an affidavit that a complying nondiscrimination policy is currently in place.
- **Form D. New Resolution:** For use by a entity when entering into any contract valued at \$50,000 or more for any year of the contract and the entity has a complying nondiscrimination policy adopted by a new resolution of the board of directors, shareholders, managers, members, or other governing body.
- **Form E. Prior Resolution:** For use by a entity when entering into any contract valued at \$50,000 or more for any year of the contract and the entity has a complying nondiscrimination policy adopted by a prior resolution of the board of directors, shareholders, managers, members, or other governing body.

### **Exemptions:**

The entities listed below are exempt and, therefore, not required to submit a nondiscrimination certification form when entering into a contract with the State:

1. political subdivisions of the State of Connecticut, including, but not limited to municipalities;
2. quasi-public agencies, as defined in C.G.S. § 1-120;
3. other states of the United States, including, but not limited to, the District of Columbia, Puerto Rico, U.S. territories and possessions, and federally recognized Indian tribal governments, as defined in C.G.S. § 1-267;
4. the federal government;
5. foreign governments; and
6. an agency of a subdivision, agency, state or government listed in items 1-5.



**STATE OF CONNECTICUT**  
**NONDISCRIMINATION CERTIFICATION – Representation**  
**By Individual**  
**For All Contract Types Regardless of Value**

*Written representation that complies with the nondiscrimination agreements and warranties under Connecticut General Statutes §§ 4a-60(a)(1) and 4a-60a(a)(1), as amended*

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**INSTRUCTIONS:**

For use by an individual who is not an entity (corporation, limited liability company, or partnership) when entering into any contract type with the State of Connecticut, regardless of contract value. Submit to the awarding State agency prior to contract execution.

**REPRESENTATION OF AN INDIVIDUAL:**

I, \_\_\_\_\_, of \_\_\_\_\_,  
Signatory Business Address

represent that I will comply with the nondiscrimination agreements and warranties of Connecticut General Statutes §§ 4a-60(a)(1) and 4a-60a(a)(1), as amended.

\_\_\_\_\_  
Signatory

\_\_\_\_\_  
Date

\_\_\_\_\_  
Printed Name





**STATE OF CONNECTICUT**  
**NONDISCRIMINATION CERTIFICATION – Representation**  
**By Entity**  
**For Contracts Valued at Less Than \$50,000**

*Written representation that complies with the nondiscrimination agreements and warranties under Connecticut General Statutes §§ 4a-60(a)(1) and 4a-60a(a)(1), as amended*

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**INSTRUCTIONS:**

For use by an entity (corporation, limited liability company, or partnership) when entering into any contract type with the State of Connecticut valued at less than \$50,000 for each year of the contract. Complete all sections of the form. Submit to the awarding State agency prior to contract execution.

**REPRESENTATION OF AN ENTITY:**

I, \_\_\_\_\_, \_\_\_\_\_, of \_\_\_\_\_,  
Authorized Signatory Title Name of Entity

an entity duly formed and existing under the laws of \_\_\_\_\_,  
Name of State or Commonwealth

represent that I am authorized to execute and deliver this representation on behalf of

\_\_\_\_\_ and that \_\_\_\_\_  
Name of Entity Name of Entity

has a policy in place that complies with the nondiscrimination agreements and warranties of Connecticut General Statutes §§ 4a-60(a)(1) and 4a-60a(a)(1), as amended.

\_\_\_\_\_  
Authorized Signatory

\_\_\_\_\_  
Date

\_\_\_\_\_  
Printed Name



**STATE OF CONNECTICUT  
NONDISCRIMINATION CERTIFICATION – Affidavit  
By Entity  
For Contracts Valued at \$50,000 or More**

*Documentation in the form of an affidavit signed under penalty of false statement by a chief executive officer, president, chairperson, member, or other corporate officer duly authorized to adopt corporate, company, or partnership policy that certifies the contractor complies with the nondiscrimination agreements and warranties under Connecticut General Statutes §§ 4a-60(a)(1) and 4a-60a(a)(1), as amended*

**INSTRUCTIONS:**

For use by an entity (corporation, limited liability company, or partnership) when entering into any contract type with the State of Connecticut valued at \$50,000 or more for any year of the contract. Complete all sections of the form. Sign form in the presence of a Commissioner of Superior Court or Notary Public. Submit to the awarding State agency prior to contract execution.

**AFFIDAVIT:**

I, the undersigned, am over the age of eighteen (18) and understand and appreciate the obligations of an oath. I am \_\_\_\_\_ of \_\_\_\_\_, an entity  
Signatory's Title Name of Entity  
duly formed and existing under the laws of \_\_\_\_\_.  
Name of State or Commonwealth

I certify that I am authorized to execute and deliver this affidavit on behalf of \_\_\_\_\_ and that \_\_\_\_\_  
Name of Entity Name of Entity

has a policy in place that complies with the nondiscrimination agreements and warranties of Connecticut General Statutes §§ 4a-60(a)(1) and 4a-60a(a)(1), as amended.

\_\_\_\_\_  
Authorized Signatory

\_\_\_\_\_  
Printed Name

**Sworn and subscribed to before me on this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.**

\_\_\_\_\_  
**Commissioner of the Superior Court/  
Notary Public**

\_\_\_\_\_  
**Commission Expiration Date**



**STATE OF CONNECTICUT**  
**NONDISCRIMINATION CERTIFICATION – New Resolution**  
**By Entity**  
**For Contracts Valued at \$50,000 or More**

*Documentation in the form of a corporate, company, or partnership policy adopted by resolution of the board of directors, shareholders, managers, members or other governing body of a contractor that certifies the contractor complies with the nondiscrimination agreements and warranties under Connecticut General Statutes §§ 4a-60(a)(1) and 4a-60a(a)(1), as amended*

**INSTRUCTIONS:**

For use by an entity (corporation, limited liability company, or partnership) when entering into any contract type with the State of Connecticut valued at \$50,000 or more for any year of the contract. Complete all sections of the form. Submit to the awarding State agency prior to contract execution.

**CERTIFICATION OF RESOLUTION:**

I, \_\_\_\_\_ , \_\_\_\_\_ , of \_\_\_\_\_ ,  
Authorized Signatory Title Name of Entity

an entity duly formed and existing under the laws of \_\_\_\_\_ ,  
Name of State or Commonwealth

certify that the following is a true and correct copy of a resolution adopted on the \_\_\_\_\_ day of \_\_\_\_\_ , 20\_\_\_\_ by the governing body of \_\_\_\_\_ ,  
Name of Entity

in accordance with all of its documents of governance and management and the laws of \_\_\_\_\_ , and further certify that such resolution has not been modified  
Name of State or Commonwealth

or revoked, and is in full force and effect.

RESOLVED: That the policies of \_\_\_\_\_ comply with the  
Name of Entity  
nondiscrimination agreements and warranties of Connecticut General Statutes  
§§ 4a-60(a)(1) and 4a-60a(a)(1), as amended.

The undersigned has executed this certificate this \_\_\_\_\_ day of \_\_\_\_\_ , 20\_\_\_\_ .

\_\_\_\_\_  
Authorized Signatory

\_\_\_\_\_  
Date

\_\_\_\_\_  
Printed Name



**STATE OF CONNECTICUT**  
**NONDISCRIMINATION CERTIFICATION – Prior Resolution**  
**By Entity**  
**For Contracts Valued at \$50,000 or More**

*Documentation in the form of a corporate, company, or partnership policy adopted by a prior resolution of the board of directors, shareholders, managers, members or other governing body of a contractor that certifies the contractor complies with the nondiscrimination agreements and warranties under Connecticut General Statutes §§ 4a-60(a)(1) and 4a-60a(a)(1), as amended*

**INSTRUCTIONS:**

For use by an entity (corporation, limited liability company, or partnership) when entering into any contract type with the State of Connecticut valued at \$50,000 or more for any year of the contract. Complete all sections of the form. Attach copy of previously adopted resolution (State of CT, Nondiscrimination Certification, Form D: New Resolution). Submit all documentation to the awarding State agency prior to contract execution.

**CERTIFICATION OF PRIOR RESOLUTION:**

I, the undersigned, am a duly authorized corporate officer or member of \_\_\_\_\_.  
Name of Entity

I have reviewed the attached prior resolution. I certify that:

- (1) the attached prior resolution complies with the nondiscrimination agreements and warranties of Connecticut General Statutes §§ 4a-60(a)(1) and 4a-60a(a)(1), as amended; and
- (2) the prior resolution remains in full force and effect on the date this documentation is submitted to the awarding State agency.

\_\_\_\_\_  
Authorized Signatory

\_\_\_\_\_  
Title

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Date

**RESERVED FOR STATE USE**

I, the undersigned head of the awarding State agency, or designee, certify that the attached prior resolution complies with the nondiscrimination agreements and warranties of Connecticut General Statutes §§ 4a-60(a)(1) and 4a-60a(a)(1), as amended.

\_\_\_\_\_  
Signature of Agency Head (or designee)

\_\_\_\_\_  
Date

\_\_\_\_\_  
Awarding State Agency

**ITB 10ITZ0033**  
**Data Processing Services**  
**Appendix A – Hospital Inpatient Data Record Layout and Field Format**

<u>#</u>	<u>Data Element Description</u>	<u>Format</u>	<u>Bytes</u>	<u>Start</u>	<u>Stop</u>	<u>Reference</u>	<u># Instruction</u>
<b>Data Record Type 1: Data Set Header Record</b>							
1	Record Type Indicator	9(2)	2	1	2	--	8
2	FILLER	X(2)	2	3	4	--	--
3	Hospital ID Code	X(4)	4	5	8	Definitions	1,3
4	Hospital Name	X(40)	40	9	48	--	1,3
5	Processing Date	9(8)	8	49	56	--	7
6	Period Start Date	9(8)	8	57	64	--	7
7	Period End Date	9(8)	8	65	72	--	7
8	FILLER	X(210)	210	73	282	--	--
<b>Data Record Type 2: Demographic Data Record</b>							
1	Record Type Indicator	9(2)	2	1	2	--	8
2	FILLER	X(2)	2	3	4	--	--
3	Hospital ID Code	X(4)	4	5	8	Definitions	1,3
4	Patient Identification Number	X(20)	20	9	28	Definitions	1,3
5	Patient Control Number	X(20)	20	29	48	Definitions	1,3
6	Date of Birth	9(8)	8	49	56	Definitions	7
7	Date of Admission	9(8)	8	57	64	Definitions	7
8	Date of Discharge	9(8)	8	65	72	Definitions	7
9	Sex	X(1)	1	73	73	Definitions	--
10	Race	9(1)	1	74	74	Definitions	--
11	Ethnicity	9(1)	1	75	75	Definitions	--
12	Zip Code	X(5)	5	76	80	Definitions	1,3
13	Filler	X(4)	4	81	84	-	-

**ITB 10ITZ0033**  
**Data Processing Services**  
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14	Admission Status	9(1)	1	85	85	Definitions	2,4
15	Discharge Status	9(2)	2	86	87	Definitions	2,4
16	Birthweight	9(4)	4	88	91	Definitions	2,4
17	Previous Admission	9(1)	1	92	92	Definitions	-
18	Principal Payment Source	X(1)	1	93	93	Definitions	1,3
19	Payer Identification 1	X(5)	5	94	98	Definitions	2,4
20	Estimated Responsibility 1	9(6)	6	99	104	Definitions	2,4,9
21	Deductible 1	9(6)	6	105	110	Definitions	2,4,9
22	Coinsurance 1	9(6)	6	111	116	Definitions	2,4,9
23	Payer Identification 2	X(5)	5	117	121	Definitions	2,4
24	Estimated Responsibility 2	9(6)	6	122	127	Definitions	2,4,9
25	Deductible 2	9(6)	6	128	133	Definitions	2,4,9
26	Coinsurance 2	9(6)	6	134	139	Definitions	2,4,9
27	Payer Identification 3	X(5)	5	140	144	Definitions	2,4
28	Estimated Responsibility 3	9(6)	6	145	150	Definitions	2,4,9
29	Deductible 3	9(6)	6	151	156	Definitions	2,4,9
30	Coinsurance 3	9(6)	6	157	162	Definitions	2,4,9
31	Revenue Center Code 001	9(3)	3	163	165		2,4
32	Total Routine Units of Service	9(4)	4	166	169		2,4
33	Total Detailed Charges	9(8)	8	170	177		2,4,9
34	FILLER	X(105)	105	178	282	--	--

**ITB 10ITZ0033**  
**Data Processing Services**  
**Appendix A – Hospital Inpatient Data Record Layout and Field Format**

**Data Record Type 3: Diagnosis Data Record**

1	Record Type Indicator	9(2)	2	1	2	--	8
2	FILLER	X(2)	2	3	4	--	--
3	Hospital ID Code	X(4)	4	5	8	Definitions	1,3
4	Patient Identification Number	X(20)	20	9	28	Definitions	1,3
5	Patient Control Number	X(20)	20	29	48	Definitions	1,3
6	Attending Physician	X(9)	9	49	57	Definitions	1,3
7	Principal Diagnosis	X(5)	5	58	62	ICD-9-CM	1,3,5,6
8	Secondary Diagnosis	X(5)	5	63	67	ICD-9-CM	1,3,5,6
9	Secondary Diagnosis 2	X(5)	5	68	72	ICD-9-CM	1,3,5,6
10	Secondary Diagnosis 3	X(5)	5	73	77	ICD-9-CM	1,3,5,6
11	Secondary Diagnosis 4	X(5)	5	78	82	ICD-9-CM	1,3,5,6
12	Secondary Diagnosis 5	X(5)	5	83	87	ICD-9-CM	1,3,5,6
13	Secondary Diagnosis 6	X(5)	5	88	92	ICD-9-CM	1,3,5,6
14	Secondary Diagnosis 7	X(5)	5	93	97	ICD-9-CM	1,3,5,6
15	Secondary Diagnosis 8	X(5)	5	98	102	ICD-9-CM	1,3,5,6
16	Secondary Diagnosis 9	X(5)	5	103	107	ICD-9-CM	1,3,5,6
17	FILLER	X(175)	175	108	282	--	--

**Data Record Type 4: Procedure Data Record**

1	Record Type Indicator	9(2)	2	1	2	--	8
2	FILLER	X(2)	2	3	4	--	--
3	Hospital ID Code	X(4)	4	5	8	Definitions	1,3
4	Patient Identification Number	X(20)	20	9	28	Definitions	1,3
5	Patient Control Number	X(20)	20	29	48	Definitions	1,3
6	Operating Physician	X(9)	9	49	57	Definitions	1,3
7	Principal Procedure	X(4)	4	58	61	ICD-9-CM	1,3,5
8	Principal Proc. day	9(3)	3	62	64	Definitions	2,3
9	FILLER	X(9)	9	65	73	--	--

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10	Other Procedure 1	X(4)	4	74	77	ICD-9-CM	1,3,5
11	Other Proc. 1 day	9(3)	3	78	80	Definitions	2,3
12	FILLER	X(9)	9	81	89	--	--
13	Other Procedure 2	X(4)	4	90	93	ICD-9-CM	1,3,5
14	Other Proc. 2 day	9(3)	3	94	96	Definitions	2,3
15	FILLER	X(9)	9	97	105	--	--
16	Other Procedure 3	X(4)	4	106	109	ICD-9-CM	1,3,5
17	Other Proc. 3 day	9(3)	3	110	112	Definitions	2,3
18	FILLER	X(9)	9	113	121	--	--
19	Other Procedure 4	X(4)	4	122	125	ICD-9-CM	1,3,5
20	Other Proc. 4 day	9(3)	3	12	128	Definitions	2,3
21	FILLER	X(9)	9	129	137	--	--
22	Other Procedure 5	X(4)	4	138	141	ICD-9-CM	1,3,5
23	Other Proc. 5 day	9(3)	3	142	144	Definitions	2,3
24	FILLER	X(9)	9	145	153	--	--
25	Other Procedure 6	X(4)	4	154	157	ICD-9-CM	1,3,5
26	Other Proc. 6 day	9(3)	3	158	160	Definitions	2,3
27	FILLER	X(9)	9	161	169	--	--
28	Other Procedure 7	X(4)	4	170	173	ICD-9-CM	1,3,5
29	Other Proc. 7 day	9(3)	3	174	176	Definitions	2,3
30	FILLER	X(9)	9	177	185	--	--
31	Other Procedure 8	X(4)	4	186	189	ICD-9-CM	1,3,5
32	Other Proc. 8 day	9(3)	3	190	192	Definitions	2,3
33	FILLER	X(9)	9	193	201	--	--
34	Other Procedure 9	X(4)	4	202	205	ICD-9-CM	1,3,5
35	Other Proc. 9 day	9(3)	3	206	208	Definitions	2,3
36	FILLER	X(74)	74	209	282	--	--

**Data Record Type 5: Billing Data Record(s)**

1	Record Type Indicator	9(2)	2	1	2	--	8
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**Data Processing Services**  
**Appendix A – Hospital Inpatient Data Record Layout and Field Format**

2	Record Sequence Number	9(2)	2	3	4	(h)(2)(C)	2,4,10
3	Hospital ID Code	X(4)	4	5	8	Definitions	1,3
4	Patient Identification Number	X(20)	20	9	28	Definitions	1,3
5	Patient Control Number	X(20)	20	29	48	Definitions	1,3
6	Revenue Code #1	9(3)	3	49	51	UB-04 Manual	2,4
7	Units of Serv. by Rev. Code #1	9(4)	4	52	55	UB-04 Manual	2,4
8	Charges by Revenue Code #1	9(6)	6	56	61	UB-04 Manual	2,4,9
9	Revenue Code #2	9(3)	3	62	64	UB-04 Manual	2,4
10	Units of Serv. by Rev. Code #2	9(4)	4	65	68	UB-04 Manual	2,4
11	Charges by Revenue Code #2	9(6)	6	69	74	UB-04 Manual	2,4,9
12	Revenue Code #3	9(3)	3	75	77	UB-04 Manual	2,4
13	Units of Serv. by Rev. Code #3	9(4)	4	78	81	UB-04 Manual	2,4
14	Charges by Revenue Code #3	9(6)	6	82	87	UB-04 Manual	2,4,9
15	Revenue Code #4	9(3)	3	88	90	UB-04 Manual	2,4
16	Units of Serv. by Rev. Code #4	9(4)	4	91	94	UB-04 Manual	2,4
17	Charges by Revenue Code #4	9(6)	6	95	100	UB-04 Manual	2,4,9
18	Revenue Code #5	9(3)	3	101	103	UB-04 Manual	2,4
19	Units of Serv. by Rev. Code #5	9(4)	4	104	107	UB-04 Manual	2,4
20	Charges by Revenue Code #5	9(6)	6	108	113	UB-04 Manual	2,4,9
21	Revenue Code #6	9(3)	3	114	116	UB-04 Manual	2,4
22	Units of Serv. by Rev. Code #6	9(4)	4	117	120	UB-04 Manual	2,4
23	Charges by Revenue Code #6	9(6)	6	121	126	UB-04 Manual	2,4,9
24	Revenue Code #7	9(3)	3	127	129	UB-04 Manual	2,4
25	Units of Serv. by Rev. Code #7	9(4)	4	130	133	UB-04 Manual	2,4
26	Charges by Revenue Code #7	9(6)	6	134	139	UB-04 Manual	2,4,9
27	Revenue Code #8	9(3)	3	140	142	UB-04 Manual	2,4
28	Units of Serv. by Rev. Code #8	9(4)	4	143	146	UB-04 Manual	2,4
29	Charges by Rev. Code #8	9(6)	6	147	152	UB-04 Manual	2,4,9
30	Revenue Code #9	9(3)	3	153	155	UB-04 Manual	2,4

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31	Units of Serv. by Rev. Code #9	9(4)	4	156	159	UB-04 Manual	2,4
32	Charges by Revenue Code #9	9(6)	6	160	165	UB-04 Manual	2,4,9
33	Revenue Code #10	9(3)	3	166	168	UB-04 Manual	2,4
34	Unit of Serv. by Rev. Code #10	9(4)	4	169	172	UB-04 Manual	2,4
35	Charges by Revenue Code #10	9(6)	6	173	178	UB-04 Manual	2,4,9
36	Revenue Code #11	9(3)	3	179	181	UB-04 Manual	2,4
37	Unit of Serv. by Rev. Code #11	9(4)	4	182	185	UB-04 Manual	2,4
38	Charges by Revenue Code #11	9(6)	6	186	191	UB-04 Manual	2,4,9
39	Revenue Code #12	9(3)	3	192	194	UB-04 Manual	2,4
40	Unit of Serv. by Rev. Code #12	9(4)	4	195	198	UB-04 Manual	2,4
41	Charges by Revenue Code #12	9(6)	6	199	204	UB-04 Manual	2,4,9
42	Revenue Code #13	9(3)	3	205	207	UB-04 Manual	2,4
43	Unit of Serv. by Rev. Code #13	9(4)	4	208	211	UB-04 Manual	2,4
44	Charges by Revenue Code #13	9(6)	6	212	217	UB-04 Manual	2,4,9
45	Revenue Code #14	9(3)	3	218	220	UB-04 Manual	2,4
46	Unit of Serv. by Rev. Code #14	9(4)	4	221	224	UB-04 Manual	2,4
47	Charges by Revenue Code #14	9(6)	6	225	230	UB-04 Manual	2,4,9
48	Revenue Code #15	9(3)	3	231	233	UB-04 Manual	2,4
49	Unit of Serv. by Rev. Code #15	9(4)	4	234	237	UB-04 Manual	2,4
50	Charges by Revenue Code #15	9(6)	6	238	243	UB-04 Manual	2,4,9
51	Revenue Code #16	9(3)	3	244	246	UB-04 Manual	2,4
52	Unit of Serv. by Rev. Code #16	9(4)	4	247	250	UB-04 Manual	2,4
53	Charges by Revenue Code #16	9(6)	6	251	256	UB-04 Manual	2,4,9
54	Revenue Code #17	9(3)	3	257	259	UB-04 Manual	2,4
55	Unit of Serv. by Rev. Code #17	9(4)	4	260	263	UB-04 Manual	2,4
56	Charges by Revenue Code #17	9(6)	6	264	269	UB-04 Manual	2,4,9
57	Revenue Code #18	9(3)	3	270	272	UB-04 Manual	2,4
58	Unit of Serv. by Rev. Code #18	9(4)	4	273	276	UB-04 Manual	2,4
59	Charges by Revenue Code #18	9(6)	6	277	282	UB-04 Manual	2,4,9

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**Appendix A – Hospital Inpatient Data Record Layout and Field Format**

**Data Record Type 6: Data Set Trailer Record**

1	Record Type Indicator	9(2)	2	1	2	--	8
2	FILLER	X(2)	2	3	4	--	--
3	Hospital ID Code	X(4)	4	5	8	Definitions	1,3
4	Total Hospital Discharges	9(6)	6	9	14	--	2,4,11
5	Total Hospital Patient Days	9(9)	9	15	23	--	2,4,11
6	Total Hospital Charges	9(9)	9	24	32	--	2,4,9,11
7	FILLER	X(250)	250	33	282	--	--

**Instruction Codes:**

1. Left justified.
2. Right justified.
3. Fill all open bytes with blank.
4. Fill all open bytes with zero.
5. Must be valid, lowest level ICD-9-CM code excluding decimal points; decimal implied according to the ICD-9-CM system. (XXX.XX for diagnoses; XX.XX for procedures)
6. For ICD-9-CM codes using "E" or "V", "E" or "V" should be located in left-most position within field.
7. The format to be used for dates is YYYYMMDD.
8. The values for the Data Record Type Indicators shall be coded as follows:  
Data Record Type 1 = 01,                      Data Record Type 2 = 02,  
Data Record Type 3 = 03,                      Data Record Type 4 = 04,  
Data Record Type 5 = 05,                      Data Record Type 6 = 06.
9. Enter values for this data element as a whole dollar amount. Round the actual value contained on the discharge's bill to the nearest whole dollar amount.
10. For Data Record Type 5, the sequence number shall reflect the order of appearance of Type 5 data records for each discharge. The sequence number for a discharge's first Type 5 data record equals 01; the sequence number for a discharge's second Type 5 data record equals 02; the sequence number for a discharge's third Type 5 data record equals 03; and so on.
11. Total hospital discharges shall equal the total number of patients discharged from the hospital during the reporting period and shall equal the total number of Type 2 data records filed in the hospital's data set. Total hospital patient days shall equal the sum of the lengths of stay for all hospital patients discharged from the hospital during the reporting period. Total hospital charges shall equal the total charges billed to all hospital patients discharged from the hospital during the reporting period.

**Required characteristics for the discharge and billing data elements. Invalid values for data fields.**

Number	Fieldname	Invalid Field Coding
1.	Patient Identification	All zeros; all spaces; all nines
2.	Patient Control Number	All zeros; all spaces; all nines

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3.	Date of Birth	Non-numeric data
4.	Date of Admission	Non-numeric data; invalid year
5.	Date of Discharge	Non-numeric data; invalid year
6.	Previous Admission	Non-numeric data; all zeros
7.	Patient Sex	Any designation code not found definitions
8.	Race	Non-numeric data, any designation code not found in definitions
9.	Ethnicity	Non-numeric data; any designation code not found in definitions
10.	Patient Zip Code	Non-numeric data; all zeros
11.	Hospital ID Code	Any designation code not found in definitions
12.	Attending Practitioner No.	All zeros; all spaces; all nines; any code not found on the
13.	Operating Practitioner No.	All zeros; all nines; any code not found on the Connecticut Health
14.	Principal Diagnosis Code	All spaces; first digit is E; invalid ICD-9-CM diagnosis code
15.	Secondary Diagnosis Codes	Missing Principal Diagnosis Code, invalid ICD-9-CM diagnosis
16.	Principal Procedure	Invalid ICD-9-CM procedure code
17.	Principal Procedure Day	Non-numeric data; number exceeding length of stay
18.	Other Procedures	Invalid ICD-9-CM procedure code; missing Principal Procedure
19.	Other Procedure Days	Non-numeric data; number exceeding length of stay
20.	Admission Status	Non-numeric data; any designation code not found in definitions
21.	Discharge Status	Non-numeric data; any designation code not found in definitions
22.	Expected Principal Source	Any designation of Payment code not found in definitions
23.	Birthweight	Non-numeric data
24.	Payer Identification	Any designation code not found in UB-82 Manual
25.	Estimated Responsibility	Non-numeric data
26.	Deductible	Non-numeric data
27.	Coinsurance	Non-numeric data
28.	Total Actual Charges	Non-numeric data; all detail charges missing; total not in
29.	Revenue Codes	Valid UB-82 revenue center codes between 001 and 999
30.	Revenue Code Units of Service	Non-numeric data
31.	Detailed Revenue Code Charges	Non-numeric data

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- (B) The following edits from the Medicare Code Editor will be applied to the data. Data elements failing these edits will be rejected as errors.
  - (i) Invalid diagnosis or procedure code
  - (ii) Invalid fourth or fifth digit
  - (iii) E-code as principal diagnosis
  - (iv) Duplicate of principal diagnosis
  - (v) Manifestation code as principal diagnosis
  - (vi) Invalid age
  
- (11) Consistency edits. The following edits will be applied to each patient data record to ensure the internal consistency of the patient data.
  - (A) The following edits from the Medicare Code Editor will be applied to the data. Data elements failing these edits will be rejected as errors.
    - (i) Age conflict
    - (ii) Sex conflict
  - (B) The following additional edits will be applied to the data. Data elements failing these edits will be rejected as errors.
    - (i) The sum of all charges for individual revenue codes must equal the total charges reported.
    - (ii) The total charges reported cannot be negative.
    - (iii) If a revenue code is reported, then charges must be reported for that revenue code.
    - (iv) If a revenue code between the values of 020 and 219 is reported, units of service must be reported for that revenue code.
    - (v) If a valid procedure code is reported, then a procedure day value which is less than or equal to the length of stay must be reported.
    - (vi) An operating practitioner must be reported for every principal procedure reported.
    - (vii) Birthweight must be coded if the Admission Status is newborn.(Effective July 1, 1991.)

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**Appendix B – Hospital Emergency Department Source Data Specifications**

**All Tables in Comma Delimited Text File Format**

**Note:** Unless otherwise stated, field categories are as specified in the most recent version of the Official UB-04 Data Specifications Manual of the National Uniform Billing Committee. Data for satellite locations should be provided separately.

<b>Encounter Table</b>		
<b>Field #</b>	<b>Data Element Name</b>	<b>Field Type and Size</b>
1	Account Type	A(1); E = Emergency Department
2	Record Type	AN(2) = 01
3	Facility National Provider ID	AN(10)
4	Patient Social Security Number	AN(9)
5	Medical Record Number	AN(24)
6	Patient Control Number	AN(24)
7	Bill Type	AN(4); fourth character is type of bill frequency code = 1
8	Statement Covers Period From	mmddyyyy
9	Statement Covers Period Through	mmddyyyy
10	Patient Address - City	AN(30)
11	Patient Address - State	AN(2)
12	Patient Address - Zip	AN(5)
13	Patient Address – Zip code Ext	AN(4)
14	Patient Birth Date	mmddyyyy
15	Patient Sex	AN(1) ; Male = M, Female = F and Unknown = U
16	Admit Type	AN(1)
17	Admission/Start of Care Date	mmddyyyy
18	Admission/Registration Hour	AN(2)

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19	Source of Admission	AN(1); 0 Walk in 1 Physician Referral 2 Clinic Referral 3 HMO Referral 4 Transfer from a hospital 5 Transfer from a skilled nursing facility 6 Transfer from another health care facility 7 Emergency room 8 Court/law enforcement 9 Newborn A Transfer from a critical access hospital B Transfer from another home health agency C Readmission to the same home health agency D Transfer from hospital inpatient in the same facility resulting in a separate claim to the payer F Transfer from hospice and is under a hospice plan of care or enrolled in a hospice program
20	Discharge Date	mmddyyyy
21	Discharge Hour	AN(2)

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22	Patient Discharge Status	AN(2); 1 Home or self-care 2 Discharged or transferred to another short term general hospital for inpatient care 3 Discharged or transferred to a Skilled Nursing Facility (SNF) with Medicare Certification 4 Discharged or transferred to an Intermediate Care Facility (ICF) 5 Discharged or transferred to another type of institution before Oct 2007 - to Cancer Center or Children's Hospital effective 10/1/2007 6 Discharged or transferred home under care of organized Home Health Service 7 Left against medical advice or discontinued care 8 Discharged or transferred to home under care of an home IV Provider 9 Admitted as an inpatient to this hospital 20 Expired 30 Still patient 40 Expired at home 41 Expired in a medical facility e.g. hospital, SNF, ICF or freestanding hospice care 42 Expire -place unknown 43 Discharged or transferred to a Federal Health Care Facility 50 Hospice - home 51 Hospice - medical facility 61 Discharged to hospital-based Medicare approved swing bed 62 Discharged to an inpatient rehab facility or IRF or rehab unit of hospital 63 Discharged to Medicare certified long-term care hospital (LTCH) 64 Discharged to nursing facility certified under Medicaid but not Medicare 65 Discharged to psychiatric hospital or psychiatric distinct part unit of a hospital 66 Discharged to a Critical Access Hospital (CAH) 70 Discharged or transferred to another type of institution no defined elsewhere in this code list effective 10/1/07
23	Patient Ethnicity	AN(1); 1 = Hispanic/Latino, 2 = Non-Hispanic/Non-Latino



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**Appendix B – Hospital Emergency Department Source Data Specifications**

24	Patient Race	AN(1); 1 = White 2 = Black/African American 3 = American Indian/Alaskan Native 4 = Native Hawaiian/Other Pacific Islander 5 = Asian 6 = Two or more races 7 = Some other race 8 = Unknown
25	Relationship to Insured - Primary	AN(2); 01 Spouse 18 Self 19 Child 20 Employee 21 Unknown 30 Organ Donor 40 Cadaver Donor 53 Life Partner G8 Other Relationship
26	Attending Physician Number	AN(9) – State License #
27	Attending Physician NPI	AN(10)
28	Primary Payer ID	AN(5)
29	Secondary Payer ID	AN(5)
30	Tertiary Payer ID	AN(5)
31	Health Plan ID 1	AN(15)
32	Health Plan ID 2	AN(15)
33	Health Plan ID 3	AN(15)
34	Primary Payment Source 1	AN(1); A = Self pay B = Worker's Compensation C = Medicare D = Medicaid E = Commercial Insurance Company F = Medicare Managed Care G = Medicaid Managed Care H = Commercial Insurance Managed Care I = CHAMPUS/TRICARE J = Other Government Payment K = Title V L = No Charge or free care M = Other
35	Secondary Payment Source 2	AN(1); Same categories as (34)
36	Tertiary Payment Source 3	AN(1); Same categories as (34)
37	Primary Responsibility	N(8)
38	Secondary Responsibility	N(8)
39	Tertiary Responsibility	N(8)

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40	Co-insurance 1	N(8)
41	Co-insurance 2	N(8)
42	Co-insurance 3	N(8)
43	Deductible 1	N(8)
44	Deductible 2	N(8)
45	Deductible 3	N(8)
46	Total Charges	N(12); Revenue code 0001
47	Admitting Diagnosis	AN(8) – includes present on admission indicator
48	Patient's Reason for Visit /Presenting Complaint Diagnosis	AN(8) – includes present on admission indicator
49	External Cause of Injury Code 1	AN(8) – includes present on admission indicator
50	External Cause of Injury Code 2	AN(8) – includes present on admission indicator
51	External Cause of Injury Code 3	AN(8) – includes present on admission indicator
52	Previous Admission	AN(1); 1 = Less than 31 days 2 = More than 30 but less than 61 days 3 = More than 60 but less than 91 days 4 = More than 90 but less than 181 days 5 = More than 180 days 6 = No previous hospitalization 7 = Unknown

**Diagnosis Table**

<b>Field #</b>	<b>Data Element Name</b>	<b>Format</b>
53	Record Type	AN(2) = 02
54	Facility National Provider ID	AN(10)
55	Medical Record Number	AN(24)
56	Patient Control Number	AN(24)
57	Diagnosis Code Sequence (1–10)	N(2)
58	Diagnosis Code (ICD-9-CM) (1–10)	AN(8) – includes present on admission indicator
59	Condition Code (1-10)	AN(2)
60	Occurrence Code (1 – 10)	AN(2)
61	Occurrence Date (1 – 10)	mmddyyyy

**Procedure Table**

<b>Field #</b>	<b>Data Element Name</b>	<b>Format</b>
62	Record Type	AN(2) = 03
63	Facility National Provider ID	AN(10)
64	Medical Record Number	AN(24)
65	Patient Control Number	AN(24)

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66	Procedure Code Sequence (1 – 10)	N(2)
67	Procedure Code (ICD-9-CM) (1-10)	AN(7)
68	Procedure Date	mmddyyyy
69	Procedure Physician ID	AN(9) – State License ID
70	Procedure Physician NPI	AN(10)

<b>Revenue Code Table</b>		
<b>Field #</b>	<b>Data Element Name</b>	<b>Format</b>
71	Record Type	AN(2) = 04
72	Facility National Provider ID	AN(10)
73	Medical Record Number	AN(24)
74	Patient Control Number	AN(24)
75	Revenue Code (UB-04)	N(4)
76	Charges	N(9); Charges have to be for unique revenue codes and CPT/HCPC code combinations, else there will be double counting
77	Units of Service	N(7)
78	CPT/HCPC Code, if available	AN(5)
79	1 <sup>st</sup> Modifier for CPT/HCPC Code	AN(2)
80	2 <sup>nd</sup> Modifier for CPT/HCPC Code	AN(2)
81	3 <sup>rd</sup> Modifier for CPT/HCPC Code	AN(2)
82	4 <sup>th</sup> Modifier for CPT/HCPC Code	AN(2)
83	5 <sup>th</sup> Modifier for CPT/HCPC Code	AN(2)
84	CPT/HCPC Service Date	mmddyyyy

<b>Facility Table</b>		
<b>Field #</b>	<b>Data Element Name</b>	<b>Format</b>
85	Record Type	AN(2) = 05
86	Facility National Provider ID	AN(10)
87	Medicare Provider ID	AN(4); Last four characters of ID
88	Facility Address	AN(25)
89	Facility City	AN(16)
90	Facility Zip Code	AN(5)

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**Appendix C – Hospital Inpatient Discharge Database**

**Table:** admit\_source

**Description:** This is a static lookup table containing a description for the source of admission each patient receives. (Identified in regulations)

Table Name	Field Name	Data Type	Description
admit_source	asource	char(1)	Admission Source
admit_source	asourcedesc	varchar(40)	Admission Source Type Code Description

**Table:** county

**Description:** This is a dynamic lookup table containing a unique entry for each county/state in which any patient in the standard data set resides.

Table Name	Field Name	Data Type	Description
county	fips_county_code	char(3)	FIPS County Code
county	stateabbr	char(2)	State Abbreviation
county	county_name	char(25)	FIPS County Name

**Table:** cpid

**Description:** Physician ID table (data provided by CHIME)

Table Name	Field Name	Data Type	Description
cpid	ctpid	char(7)	CT Provider Billing Identifier
cpid	upin	char(6)	Unq Provider ID Number (UPIN)
cpid	lastname	char(17)	Last Name
cpid	firstname	char(9)	First Name
cpid	middle	char(1)	Middle Initial
cpid	type	char(2)	License Type
cpid	upin_spec	char(2)	UPIN Specialty Code
cpid	spec	char(2)	Specialty Code State
cpid	addr1	char(20)	Address 1
cpid	addr2	char(20)	Address 2
cpid	City	char(20)	City
cpid	State	char(2)	State
cpid	Zip	char(5)	Zip Code
cpid	Zipext	char(4)	Zip Code Extension
cpid	Dob	date	Birth Date
cpid	Status	char(1)	Status Flag

**Table:** disposition

**Description:** This is a static lookup table containing a indicating what happened to a patient once the service from the hospital was terminated (i.e. Discharged/Transferred to another hospital, expired, etc.). (Discharge Disposition)

Table Name	Field Name	Data Type	Description
disposition	pstat	smallint	UB-92 Discharge Disposition Code
disposition	pstatdesc	varchar(50)	UB-92 Discharge Disposition Code Description

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**Appendix C – Hospital Inpatient Discharge Database**

**Table:** drg

**Description:** This is a dynamic lookup table containing a unique record for each drg/fiscal year combination. A fiscal year is assigned to each patient based on the discharge date. For each fiscal year, this table contains a description for every drg.

Table Name	Field Name	Data Type	Description
drg	drg	smallint	CMS DRG
drg	fiscalyear	smallint	CMS Fiscal Year
drg	drgdesc	varchar(40)	CMS DRG Description

**Table:** dx

**Description:** This dynamic table consists of the ICD-9-CM Diagnosis Codes, containing entries for each patient in the standard data set.

Table Name	Field Name	Data Type	Description
dx	fac	int	Facility ID used to link tables
dx	dkey	int	Patient Identifier used to link tables
dx	dxnum	smallint	Sequence Number of Diagnosis
dx	fiscalyear	smallint	CMS Fiscal Year
dx	dx	char(6)	ICD-9-CM Diagnosis Code

**Table:** dxlookup

**Description:** This is a dynamic lookup table containing a unique record for each dx/fiscal year combination. A fiscal year is assigned to each patient based on the discharge date. For each fiscal year, this table contains a description for every dx.

Table Name	Field Name	Data Type	Description
Dxlookup	dx	char(6)	ICD-9-CM Diagnosis Code
Dxlookup	fiscalyear	smallint	CMS Fiscal Year
dxlookup	dxdesc	varchar(24)	ICD-9-CM Diagnosis Code Description

**Table:** ethnicity

**Description:** This table contains a description for the different ethnicity types. Entries defined in regulations.

Table Name	Field Name	Data Type	Description
ethnicity	pat_eth	char(1)	Patient's Ethnicity
ethnicity	eth_desc	varchar(40)	Patient's Ethnicity Description

**Table:** hospital

**Description:** This is a dynamic lookup table containing at least 1 row for each hospital specified in the contract. If the hospital has additional provider numbers, an additional row will be included in the table for each provider number.

Table Name	Field Name	Data Type	Description
hospital	Fac	int	Facility ID used to link tables

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hospital	Hospcnty	char(3)	Hospital's FIPS County Code
hospital	Hospname	char(60)	Hospital's Name - all units rolled into one name (based on fac id)
Hospital	Hospid	char(4)	Hospital Provider Number - the last 4 digits of the Medicare provider number *** Will be different for exempt units
hospital	ohca_no	char(2)	CT OHCA Hospital Number
hospital	hosp_abbr	char(5)	Hospital ID - 5 character hospital abbreviation
hospital	sub_name	char(60)	Hospital's Name - each sub-unit listed separately

**Table:** mdc

**Description:** This is a dynamic lookup table containing a unique record for each mdc/fiscal year combination. A fiscal year is assigned to each patient based on the discharge date. For each fiscal year, this table contains a description for every mdc.

Table Name	Field Name	Data Type	Description
mdc	Mdc	Smallint	CMS MDC
mdc	Fiscyear	Smallint	CMS Fiscal Year
mdc	Mdcdesc	Varchar(40)	CMS MDC Description

**Table:** payer\_code

**Description:** This lookup table differs from state to state. For each deliverable within a particular state, this table is static. Examples of payer descriptions are Medicare, Medicaid, Blue Cross, etc.

Table Name	Field Name	Data Type	Description
payer_code	Payercode	char(1)	State-specific Payer Code
payer_code	Payerdesc	varchar(30)	State-specific Payer Code Description

**Table:** payer\_id

**Description:** This table lists the payer ids (assigned by CHIME) with their associated descriptions.

Table Name	Field Name	Data Type	Description
payer_id	payorid	char(5)	State-specific Payer ID
payer_id	payorid_des	varchar (35)	State-specific PayerID Description

**Table:** physician

**Description:** This table lists the first 3 doctors, if submitted, for each patient.

Table Name	Field Name	Data Type	Description
physician	fac	Int	Facility ID used to link tables
physician	dkey	Int	Patient Identifier used to link tables
physician	docnum	Smallint	Sequence Number
physician	doctype	char(1)	Submitted physician type
physician	physdocid	char(7)	Raw Physician ID as submitted

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**Table:** prev\_adm

**Description:** This is a static lookup table containing 2 rows. It provides a description for the type of previous admission.

Table Name	Field Name	Data Type	Description
prev_adm	prv_adm	Smallint	Previous Admission Code
prev_adm	prv_adm_desc	Varchar(40)	Previous Admission Code Description

**Table:** px

**Description:** This dynamic table consists of the ICD-9-CM Procedure Codes, containing entries for each patient in the standard data set.

Table Name	Field Name	Data Type	Description
px	fac	Int	Facility ID used to link tables
px	dkey	Int	Patient Identifier used to link tables
px	pxnum	Smallint	Sequence Number of Procedure
px	fiscalyear	Smallint	CMS Fiscal Year
px	px	char(4)	ICD-9-CM Procedure Code
px	pxdate	Datetime	Procedure date

**Table:** pxlookup

**Description:** This is a dynamic lookup table containing a unique record for each px/fiscal year combination. A fiscal year is assigned to each patient based on the discharge date. For each fiscal year, this table contains a description for every px.

Table Name	Field Name	Data Type	Description
pxlookup	Px	Char(1)	ICD-9-CM Procedure Code
pxlookup	fiscalyear	Smallint	CMS Fiscal Year
pxlookup	pxdesc	Varchar(24)	ICD-9-CM Procedure Code Description

**Table:** race

**Description:** This table contains a description for the different race types.

Table Name	Field Name	Data Type	Description
race	Race	Char(1)	Patient's Race
race	race_desc	Varchar(30)	Patient's Race Description

**Table:** revcode

**Description:** This table contains the revenue code level units and charges for each patient.

Table Name	Field Name	Data Type	Description
revcode	fac	Int	Facility ID used to link tables
revcode	dkey	Int	Patient Identifier used to link tables
revcode	revnum	Int	Sequence number of revenue code
revcode	revcode	Smallint	Revenue Code
revcode	revcharge	Money	Total Charges

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revcode	units	Smallint	Days for accomodation charges and ancillary service units for ancillary charges
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**Table:** revcode\_lookup

**Description:** This table contains a description for each possible revenue code in the **revcode** table.

Table Name	Field Name	Data Type	Description
revcode_lookup	revcode	Int	Revenue Code
revcode_lookup	title	Char(80)	Revenue Code Description

**Table:** serv\_line

**Description:** This is a static lookup table containing records for each service line/fiscal year combination. A fiscal year is assigned to each patient based on the discharge date. For each fiscal year, this table contains a description for every service line.

Table Name	Field Name	Data Type	Description
serv_line	servline	Smallint	Service Line Code
serv_line	fiscalyear	Smallint	CMS Fiscal Year
serv_line	servlinedesc	Varchar(30)	Service Line Description

**Table:** service

**Description:** This is a static lookup table containing a record for each service.

Table Name	Field Name	Data Type	Description
service	svc	Smallint	Service Code
service	svc_desc	Varchar(20)	Service Code Description

**Table:** sub\_unit

**Description:** This is a static lookup table containing a record for each sub unit.

Table Name	Field Name	Data Type	Description
sub_unit	sub_unt	Smallint	Sub Unit Code
sub_unit	sub_desc	Varchar(10)	Sub Unit Code Description

**Table:** sex

**Description:** This table contains a description for the different sex types.

Table Name	Field Name	Data Type	Description
sex	sex	Char(1)	Patient's Sex Code
sex	sex_desc	Varchar(12)	Patient's Sex Description

**Table:** stddataset

**Description:** The Standard Data Set table holds all of the patient-level discharges for the required delivery, as well as additional columns containing Expanded data, Revenue Center Charge data, and Value Added data.



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<b>Table Name</b>	<b>Field Name</b>	<b>Data Type</b>	<b>Description</b>
stddataset	fac	Int	Facility ID used to link tables
stddataset	dkey	Int	Patient Identifier used to link tables
stddataset	fiscyear	Smallint	CMS Fiscal Year
stddataset	hospstateabbr	Char(2)	Hospital's State abbreviation
stddataset	patstabbr	Char(2)	Patient's State abbreviation
stddataset	patnty	Char(3)	Patient's FIPS County Code
stddataset	patzip	Char(5)	Patient's Zip Code
stddataset	patzipext	Char(4)	Patient's Zip Code Extension
stddataset	patcont	Char(20)	Patient Control Number; available to client only (null for competitors)
stddataset	mrn	Char(20)	Patient Medical Record Number; available to client only (null for competitors)
stddataset	age	Real	Age in Years
stddataset	agem	Real	Age in months
stddataset	aged	Real	Age in days
stddataset	sex	Char(1)	Patient's Sex
stddataset	race	Char(1)	Patient's Race
stddataset	asource	Char(1)	Admission Source
stddataset	ddat	Datetime	Date of Discharge
stddataset	pstat	Smallint	Discharge Disposition
stddataset	mdc	Smallint	CMS MDC
stddataset	drg	Smallint	CMS DRG
stddataset	servline	Smallint	Service Line Code
stddataset	los	Real	Length of Stay
stddataset	ppayercode	Char(1)	State-specific Primary Payer Code
stddataset	pphysdocid	Char(7)	Raw Attending Physician ID as submitted
stddataset	ppx	Char(4)	ICD-9-CM Principle Procedure Code
stddataset	ppxdate	Datetime	Date of principal procedure
stddataset	pdx	Char(6)	ICD-9-CM Principle Diagnosis Code
stddataset	birthwt	Real	Birth Weight in grams
stddataset	adat	Datetime	Admission Date / Start of care
stddataset	routine_chrg	Money	Routine Charge
stddataset	icu_ccu_chrg	Money	ICU/CCU Charge
stddataset	surg_chrg	Money	Surgical Charge
stddataset	lab_chrg	Money	Lab & Blood Charge
stddataset	pharm_chrg	Money	Pharmacy Charge
stddataset	rad_chrg	money	Radiology Charge
stddataset	resp_chrg	money	Respiratory Charge
stddataset	therapy_chrg	money	Therapy Charge
stddataset	supp_chrg	money	Supplies Charge
stddataset	oth_chrg	money	Other Charges

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stddataset	dob	date	Birth Date
stddataset	prv_adm	Smallint	Previous Admission
stddataset	svc	Smallint	State Defined Service Code
stddataset	sub_unt	Smallint	State Defined Sub Unit Code
stddataset	tw_n_cty	Char(3)	Town Code
stddataset	pat_eth	Char(1)	Patient's Ethnicity
stddataset	pay_1	Char(5)	State-specific Payer ID
stddataset	pay_2	Char(5)	State-specific Payer ID
stddataset	pay_3	char(5)	State-specific Payer ID
stddataset	co_ins1	money	Co-Insurance 1
stddataset	co_ins2	money	Co-Insurance 2
stddataset	co_ins3	money	Co-Insurance 3
stddataset	ded1	money	Deductible 1
stddataset	ded2	money	Deductible 2
stddataset	ded3	money	Deductible 3
stddataset	res1	money	Responsibility 1
stddataset	res2	money	Responsibility 2
stddataset	res3	money	Responsibility 3
stddataset	quarter	Smallint	Quarter of Discharge
stddataset	chrg_accom	Money	Total Accommodation Charges
stddataset	chrg_anc	Money	Total Ancillary Charges
stddataset	chrg_tot	money	Total charges for this admission derived
stddataset	chrg_rpt	money	Total charges for this admission as reported in Revenue Code 0001
stddataset	hospid	Char(4)	Hospital Provider Number

**Table:** town

**Description:** This is a dynamic lookup table containing a unique entry for each town code in which any patient in the standard data set resides.

Table Name	Field Name	Data Type	Description
town	tw_n_cty	Char(3)	Town Code
town	name	char(20)	Town Name

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**1. Table: Admit\_source**

For both inpatient and outpatient, a static lookup table containing a description for the source of admission each patient receives. The content of the table is different for outpatient than for inpatient.

Data element	Type/length	Description
asource	char(1)	Admission Source
asourcedesc	varchar(96)	Admission Source Type Code Description

**2. Table: APC**

For outpatient data only, a table listing all possible APC codes and their descriptions.

Data element	Type/length	Description
APC	char(5)	APC code
FY	Int	Fiscal year
APCDesc_Q1	varchar(110)	APC code description, quarter 1
APCDesc_Q2	varchar(110)	APC code description, quarter 2
APCDesc_Q3	varchar(110)	APC code description, quarter 3
APCDesc_Q4	varchar(110)	APC code description, quarter 4

**3. Table: APC\_Status**

For outpatient data only, a table listing all possible APC status codes and their descriptions.

Data element	Type/length	Description
SInd	char(2)	APC code status indicator
FY	Int	Fiscal year
SIndDesc_Q1	varchar(150)	APC code status indicator description, quarter 1
SIndDesc_Q2	varchar(150)	APC code status indicator description, quarter 2
SIndDesc_Q3	varchar(150)	APC code status indicator description, quarter 3
SIndDesc_Q4	varchar(150)	APC code status indicator description, quarter 4

**4. Table: AType**

For outpatient data only. A static lookup table containing a type of visit code and description.

Data element	Type/length	Description
Atype	Char(1)	Admit type code
ATypeDesc	varchar(30)	Admit type code description

**5. Table: Condition Code**

For outpatient data only, a static lookup table containing all possible condition codes with descriptions.

Data element	Type/length	Description
ConditionCode	char(2)	Condition code
ConditionCodeDes c	varchar(140)	Condition code description

**6. Table: County**

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For both inpatient and outpatient, a dynamic lookup table containing a unique entry for each county/state in which any patient in the inpatient standard data set or any outpatient in the encounter data set.

<b>Data element</b>	<b>Type/length</b>	<b>Description</b>
fips_county_code	char(3)	FIPS County Code
stateabbr	char(2)	State Abbreviation
county_name	char(25)	FIPS County Name

**7. Table: Cpid**

For both inpatient and outpatient, Physician ID table (data provided by CHIME)

<b>Data element</b>	<b>Type/length</b>	<b>Description</b>
Ctpid	char(7)	CT Provider Billing Identifier
Upin	char(6)	Unique Provider ID Number (UPIN)
Lastname	char(17)	Last Name
Firstname	char(9)	First Name
middle	char(1)	Middle Initial
Type	char(2)	License Type
Upin_spec	char(2)	UPIN Specialty Code
Spec	char(2)	Specialty Code State
Addr1	char(20)	Address 1
Addr2	char(20)	Address 2
City	char(20)	City
State	char(2)	State
Zip	char(5)	Zip Code
Zipext	char(4)	Zip Code Extension
Dob	datetime	Birth Date
Status	char(1)	Status Flag

**8. Table: CptHcpc**

For outpatient data only, a lookup table with all the CPT/HCPCs codes and corresponding descriptions

<b>Data element</b>	<b>Type/length</b>	<b>Description</b>
FY	Int	Fiscal year
CptHcpc	char(5)	CPT/HCPC code
CptHcpcDesc_Q1	varchar(50)	CPC/HCPC code description, quarter 1
CptHcpcDesc_Q2	varchar(50)	CPC/HCPC code description, quarter 2
CptHcpcDesc_Q3	varchar(50)	CPC/HCPC code description, quarter 3
CptHcpcDesc_Q4	varchar(50)	CPC/HCPC code description, quarter 4

**9. Table: Disposition**

For both inpatient and outpatient, a static lookup table indicating what happened to a patient once the service from the hospital was terminated (i.e. Discharged/Transferred to another hospital, expired, etc.). It is a discharge disposition. The content of the table is different for outpatient than for inpatient.

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<b>Data element</b>	<b>Type/length</b>	<b>Description</b>
pstat	smallint	UB-04 Discharge Disposition Code
pstatdesc	varchar(140)	UB-04 Discharge Disposition Code Description

**10. Table: DRG**

For both inpatient and outpatient data, a dynamic lookup table containing a unique record for each drg/fiscal year combination. A fiscal year is assigned to each patient based on the discharge date. For each fiscal year, this table contains a description for every drg. This table was updated for FY 08 so that for each fiscal year, this table contains a description for every MS DRG. Every MS DRG (version 25) is mapped to a CMS DRG (version 24).

<b>Table Name</b>	<b>Field Name</b>	<b>Data Type</b>	<b>Description</b>
Drg	drg	smallint	MS DRG V25
Drg	fiscalyear	smallint	Fiscal Year
Drg	drgdesc	varchar(75)	MS DRG V25 Description
Drg	drg_cmsv24	Smallint	Corresponding CMS DRG V24

**11. Table: Dx**

The ED version of this table will be similar to the inpatient version, and will consist of ICD-9-CM Diagnosis Codes for each patient who is in the encounter table. Unique at the facility, patient, and sequence level.

<b>Data element</b>	<b>Type/length</b>	<b>Description</b>	<b>Source</b>
Fac	Int	Facility ID used to link tables	Contractor created by linking source hospital table to source diagnosis table on national provider ID to get facility ID
Dkey	Int	Patient Identifier used to link tables	Contractor created
Mrn	char(20)	Medical Record Number (available to client only, null for competitors)	Source diagnosis table medical record number, field #55
Patcont	Char(20)	Patient Control Number; available to client only (null for competitors)	Source diagnosis table patient control number, field # 56.
Dxnum	smallint	Sequence Number of Diagnosis	Source diagnosis table, diagnosis code sequence, field # 57.
Fiscalyear	smallint	CMS Fiscal Year	Contractor created
Dx	char(7)	ICD-9-CM Diagnosis Code	Source diagnosis table, diagnosis code, field #58.
P_indicator	Char(1)	Present on admission indicator	Contractor created from last character of diagnosis code
ConditionCode	Char(2)	Condition code	Source diagnosis table condition code, field #59.

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OccurrenceCode	Char(2)	Occurrence code	Source diagnosis table occurrence code, field #60
OccurrenceDate	Datetime	Occurrence date	Source diagnosis table occurrence date, field #61

**12. Table: Dxlookup**

For both inpatient and outpatient data, a dynamic lookup table containing a unique record for each dx/fiscal year combination. A fiscal year is assigned to each patient based on the discharge date. For each fiscal year, this table contains a description for every dx.

Data element	Type/length	Description
Dx	char(6)	ICD-9-CM Diagnosis Code
Fiscalyear	smallint	CMS Fiscal Year
Dxdesc	varchar(35)	ICD-9-CM Diagnosis Code Description

**13. Table: Encounter**

Like the inpatient standard dataset table, this ED table will hold all of the patient-level discharges. Unique at the facility and patient level.

Data element	Type/length	Description	Source
Fac	Int	Facility ID used to link tables	Contractor created by linking source hospital table to source encounter table on national provider ID to get facility ID
Hospid	Char(4)	Hospital Provider Number	Contractor created by linking source hospital table to source encounter table on national provider ID to get medical provider id
Dkey	Int	Patient Identifier used to link tables	Contractor created
Mrn	Char(20)	Patient Medical Record Number; available to client only (null for competitors)	Source encounter table medical record number, field #5
Patcont	Char(20)	Patient Control Number; available to client only (null for competitors)	Source encounter table patient control number, field #6
SSN	Char(9)	Social security number	Source data encounter table social security number. Field #4.
Fiscalyear	Smallint	CMS Fiscal Year	Contractor created
Quarter	Smallint	Quarter of Discharge	Contractor created from encounter table discharge date
Hospstateabbr	Char(2)	Hospital's State abbreviation	Contractor created
Fac_addr	Varchar(40)	Facility address	Contractor created from hospital lookup
Fac_zip	Char(5)	Facility zip	Contractor created from hospital lookup
Patstabbr	Char(2)	Patient's State abbreviation	Source encounter table patient state, field

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<b>Data element</b>	<b>Type/ length</b>	<b>Description</b>	<b>Source</b>
			#11
Patcity	Varchar(30 )	Patient's City	Source encounter table patient city, field #10
Patcnty	Char(3)	Patient's FIPS County Code	Contractor created from source encounter table zip code
Patzip	Char(5)	Patient's Zip Code	Source encounter table zip code, field #12
Patzipext	Char(4)	Patient's Zip Code Extension	Source encounter table extension of zip code, field #13
Twn_cty	Char(3)	Town Code	Contractor created from encounter table zip code
Dob	datetime	Birth Date	Source encounter table birth date, field #14
Age	Real	Age in Years	Contractor created from source encounter table date of birth
Agem	Real	Age in Months	Contractor created from source encounter table date of birth
Aged	Real	Age in days	Contractor created from source encounter table date of birth
Sex	Char(1)	Patient's Sex	Source encounter table sex, field #15
Race	Char(1)	Patient's Race	Source encounter table race, field #24
Pat_eth	Char(1)	Patient's Ethnicity	Source encounter table patient ethnicity, field #23
Adat	Datetime	Admission Date / Start of care	Source encounter table admission date, field #17
Ahour	Char(2)	Admit hour	Source data encounter table admit hour, field #18
Asource	Char(1)	Admission Source	Source encounter table source of admission, field #19
Atype	Char(1)	Admit type	Source data encounter table admit type, field #16
Adiag	Char(7)	Admit diagnosis	Source data encounter table admit diagnosis. Field #47.
Pdiag	Char(7)	Presenting diagnosis	Source data encounter table presenting diagnosis. Field #48.
Prv_adm	Smallint	Previous Admission	Source encounter table previous admission, field #52.
Ddat	Datetime	Date of Discharge	Source encounter table discharge date, field #20
Dhour	Char(2)	Discharge hour	Source data encounter table discharge hour, field #21
Pstat	Smallint	Patient Disposition	Source encounter table patient discharge status, field #22

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<b>Data element</b>	<b>Type/ length</b>	<b>Description</b>	<b>Source</b>
FromDt	Datetime	Statement covers period from	Source encounter table from date field #8
ToDt	Datetime	Statement covers period to	Source encounter table through date field #9
Mdc	Smallint	CMS MDC	SSS derived from running this data through the inpatient grouper
Drg	Smallint	CMS DRG	SSS derived from running this data through the inpatient grouper
Servline	Smallint	Service Line Code	SSS derived from running this data through the inpatient grouper, then assigning servline
Svc	Smallint	State Defined Service Code	SSS derived from running this data through the inpatient grouper, then assigning svc
Los	Real	Length of Stay	SSS derived from subtracting encounter table discharge date from encounter table admit date
Ppayercode1	Char(1)	State-specific Primary Payer Code 1	Source encounter table primary payor source, field #34
Ppayercode2	Char(1)	State-specific Primary Payer Code 2	Source encounter table primary payor source, field #35
Ppayercode3	Char(1)	State-specific Primary Payer Code 3	Source encounter table primary payor source, field #36
Pphysdocid	Char(7)	Raw Attending Physician ID as submitted	Source encounter table attending physician id, field #26
AttPhysNPI	Char(10)	Attending Physician NPI	Source encounter table attending physician NPI, field #27
Pay_1	Char(5)	State-specific Payer ID 1	Source encounter table primary payer id field #28
Pay_2	Char(5)	State-specific Payer ID 2	Source encounter table primary payer id field #29
Pay_3	Char(5)	State-specific Payer ID 3	Source encounter table primary payer id field #30
HealthPlanID 1	Varchar(15 )	Health Plan ID 1	Source encounter table health plan ID 1, field #31
HealthPlanID 2	Varchar(15 )	Health Plan ID 2	Source encounter table health plan ID 2, field #32
HealthPlanID 3	Varchar(15 )	Health Plan ID 3	Source encounter table health plan ID 3, field #33
Co_ins1	money	Co-Insurance 1	Source encounter table coinsurance 1, field #40
Co_ins2	money	Co-Insurance 2	Source encounter table coinsurance 2, field #41
Co_ins3	money	Co-Insurance 3	Source encounter table coinsurance 3, field



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<b>Data element</b>	<b>Type/ length</b>	<b>Description</b>	<b>Source</b>
			#42
Ded1	money	Deductible 1	Source encounter table deductible 1, field #43
Ded2	money	Deductible 2	Source encounter table deductible 2, field #44
Ded3	money	Deductible 3	Source encounter table deductible 3, field #45
Res1	money	Responsibility 1	Source encounter table responsibility 1, field #37
Res2	money	Responsibility 2	Source encounter table responsibility 2, field #38
Res3	money	Responsibility 3	Source encounter table responsibility 3, field #39
R_insured	Char(2)	Patient primary relationship to insured	Source data encounter table patient relationship to insured. Field #25.
Ecode1	Char(8)	External cause of injury code 1	Source data encounter table external cause of injury code 1, Field #49.
Ecode2	Char(8)	External cause of injury code 2	Source data encounter table external cause of injury code 2. Field #50.
Ecode3	Char(8)	External cause of injury code 3	Source data encounter table external cause of injury code 3. Field #51.
P_indicator1	Char(1)	Present on admission indicator 1	Contractor created – last character of diagnosis code with first sequence number
P_indicator2	Char(1)	Present on admission indicator 2	Contractor created – last character of external cause of injury code 1
P_indicator3	Char(1)	Present on admission indicator 3	Contractor created – last character of external cause of injury code 2
P_Indicator4	Char(1)	Present on admission indicator 4	Contractor created under table – last character of external cause of injury code 3
Pdx	Char(6)	ICD-9-CM Principle Diagnosis Code	Source diagnosis table diagnosis code with diagnosis sequence number 1
Ppx	Char(4)	ICD-9-CM Principle Procedure Code	Source procedure table procedure code with sequence number 1
Ppxdate	Datetime	Date of principal procedure	Source procedure table procedure code date with sequence number 1
Routine_chrg	Money	Routine Charge	Contractor created, summed revenue code charges from source revenue code table revenue codes 101 or 110 to 179
icu_ccu_chrg	Money	ICU/CCU Charge	Contractor created, summed revenue code charges from source revenue code table revenue codes 200-219

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<b>Data element</b>	<b>Type/ length</b>	<b>Description</b>	<b>Source</b>
Surg_chrg	Money	Surgical Charge	Contractor created, summed revenue code charges from source revenue code table revenue codes 360 to 379 or 710 to 729
Lab_chrg	Money	Lab & Blood Charge	Contractor created, summed revenue code charges from source revenue code table revenue codes 300 to 319 or 390 to 399 or 740 to 759
Pharm_chrg	Money	Pharmacy Charge	Contractor created, summed revenue code charges from source revenue code table revenue codes 250 to 269 or 630 to 639
Rad_chrg	money	Radiology Charge	Contractor created, summed revenue code charges from source revenue code table revenue codes 280 to 289 or 320 to 359 or 400 to 409
Resp_chrg	money	Respiratory Charge	Contractor created, summed revenue code charges from source revenue code table revenue codes 410 to 419 or 460 to 469
Therapy_chrg	money	Therapy Charge	Contractor created, summed revenue code charges from source revenue code table revenue codes 420 to 449 or 470 to 479
Supp_chrg	money	Supplies Charge	Contractor created, summed revenue code charges from source revenue code table revenue codes` 270 to 279 or 620 to 629
Oth_chrg	money	Other Charges	Contractor created, summed revenue code charges from source revenue code table revenue codes 000 or 002 to 100 or 102 to 109 or 180 to 199 or 220 to 249 or 290 to 299 or 380 to 389 or 450 to 459 or 480 to 619 or 640 to 709 or 730 to 739 or 760 to 999
Chrg_accom	Money	Total Accommodation Charges	Contractor created from revenue code table total revenue charges for revenue codes 110 to 219
Chrg_anc	Money	Total Ancillary Charges	Contractor created from revenue code table total revenue charges for revenue codes excluding 0001 and 110 to 219.
Chrg_tot	money	Total charges for this admission derived	Contractor created from revenue code table total revenue charges for all revenue codes except 0001
Chrg_rpt	money	Total charges for this admission as reported in Revenue Code 0001	Source encounter table total charges, field #46

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<b>Data element</b>	<b>Type/ length</b>	<b>Description</b>	<b>Source</b>
Billtype	Smallint	Bill type	Source data encounter table bill type. Field #7. Select on 131.

**14. Table: Ethnicity**

For both inpatient and outpatient data, a lookup table which contains a description for the different ethnicity types. Entries defined in regulations. The content of the table is different for outpatient than for inpatient.

<b>Data element</b>	<b>Type\length</b>	<b>Description</b>
Pat_eth	char(1)	Patient's Ethnicity
Eth_desc	varchar(40)	Patient's Ethnicity Description

**15. Table: Hospital**

For both inpatient and outpatient data, a dynamic lookup table containing at least 1 row for each hospital specified in the contract. If the hospital has additional provider numbers, an additional row will be included in the table for each provider number. The content of the table is different for outpatient than for inpatient.

<b>Data element</b>	<b>Type\length</b>	<b>Description</b>
Fac	int	Facility ID used to link tables
Hospenty	char(3)	Hospital's FIPS County Code
Hospname	char(60)	Hospital's Name - all units rolled into one name (based on fac id)
Hospid	char(4)	Hospital Provider Number - the last 4 digits of the Medicare provider number *** Will be different for exempt units
Ohca_no	char(2)	CT OHCA Hospital Number
Hosp_abbr	char(5)	Hospital ID - 5 character hospital abbreviation
Fac_name	varchar(66)	Facility name
NPI	char(9)	National provider ID
Fac_addr	varchar(40)	Facility address
Fac_zip	char(5)	Facility zip code

**16. Table: Hour**

For outpatient data only, a table of admission and discharge hour with description

<b>Data element</b>	<b>Type\length</b>	<b>Description</b>
Hour	char(2)	Admit/discharge hour
HourDesc	varchar(25)	Admit/discharge hour description

**17. Table: Mdc**

For both inpatient and outpatient data, this is a dynamic lookup table containing a unique record for each mdc/fiscal year combination. A fiscal year is assigned to each patient based on the discharge date. For each fiscal year, this table contains a description for every mdc.

<b>Data element</b>	<b>Type\length</b>	<b>Description</b>
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Mdc	Smallint	CMS MDC
Fiscalyear	Smallint	CMS Fiscal Year
Mdcdesc	Varchar(70)	CMS MDC Description

**18. Table: Modifier**

For outpatient data only, a lookup table with all CPT/HCPC modifier codes and corresponding description.

Data element	Type\length	Description
Mod	Char(2)	CPT/HCPC modifier code
ModDesc	Varchar(50)	CPT/HCPC modifier code description

**19. Table: Occurrence Code**

For outpatient data only, a lookup table with all possible occurrence codes and descriptions

Data element	Type\length	Description
OccurrenceCode	Char(2)	Occurrence code
OccurrenceCodeDesc	Varchar(90)	Occurrence code description

**20. Table: P\_indicator**

For outpatient data only, this is a static lookup table with the present on admission indicator code and corresponding description.

Data element	Type\length	Description
P_indicator	Char(1)	Present on admission indicator code
P_indicatorDesc	Varchar(55)	Present on admission indicator code description

**21. Table: Payer\_code**

For both inpatient and outpatient data, this lookup table differs from state to state. For each deliverable within a particular state, this table is static. Examples of payer descriptions are Medicare, Medicaid, Blue Cross, etc. The content of the table is different for outpatient than for inpatient.

Data element	Type\length	Description
Payercode	char(1)	State-specific Payer Code
Payerdesc	varchar(35)	State-specific Payer Code Description

**22. Table: Payer\_id**

An outpatient only dynamic lookup table. Originally the inpatient payer\_id table with payorid assigned by CHIME and associated descriptions in payor name. Hospitals to supply Health Plan ID.

Data element	Type\length	Description
Payorid	char(5)	State-specific Payer ID
Payorname	varchar(23)	Payor name
HealthPlanID	Varchar(15)	Health plan ID

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**23. Table: Physician**

Like the inpatient version, this ED data table will contain doctors for each patient who is in the encounter table. Unique at facility, patient, and docnum level.

<b>Data element</b>	<b>Type/length</b>	<b>Description</b>	<b>Source</b>
Fac	Int	Facility ID used to link tables	Derived from processing source encounter and procedure tables
Dkey	Int	Patient Identifier used to link tables	Contractor created
Mrn	char(20)	Medical Record Number (available to client only, null for competitors)	Derived from processing source encounter and procedure tables.
Patcont	Char(20)	Patient Control Number; available to client only (null for competitors)	Derived from processing source encounter and procedure tables.
Docnum	Smallint	Sequence Number	1 if attending physician (attending physician in encounter table). 2 if procedure physician (1st procedure physician from the source procedure table). Up to sequence of 2.
Doctype	char(1)	Submitted physician type	If source encounter table attending physician, then 1. If source procedure table procedure physician, then 2.
Physdocid	char(7)	Raw Physician ID as submitted	Source encounter table attending physician id, source procedure table procedure physician id.

**24. Table: Prev\_adm**

For both inpatient and outpatient data, this is a static lookup table containing 2 rows. It provides a description for the type of previous admission.

<b>Data element</b>	<b>Type/length</b>	<b>Description</b>
prv_adm	Smallint	Previous Admission Code
prv_adm_desc	Varchar(40)	Previous Admission Code Description

**25. Table: Px**

Like the inpatient version, this ED data table will contain ICD-9-CM Procedure Codes for each patient in the encounter table. Unique at the facility, patient, and sequence level.

<b>Data element</b>	<b>Type/length</b>	<b>Description</b>	<b>Source</b>
Fac	Int	Facility ID used to link tables	Contractor created by linking source hospital table to source procedure table on national provider ID to get facility ID
Dkey	Int	Patient Identifier used to link	Contractor created

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		tables	
Mrn	Char(20)	Patient Medical Record Number; available to client only (null for competitors)	Source procedure table medical record number, field #64.
Patcont	Char(20)	Patient Control Number; available to client only (null for competitors)	Source procedure table patient control number, field #65.
Fiscalyear	Smallint	CMS Fiscal Year	Contractor created
Pxnum	Smallint	Sequence Number of Procedure	Source procedure code table, procedure code sequence field #66
Px	char(4)	ICD-9-CM Procedure Code	Source procedure code table, procedure code, field #67
Pxdate	Datetime	Procedure date	Source procedure code table, procedure date, field #68.
Physdocid	Char(7)	Raw Procedure Physician ID as submitted	Source procedure code table, procedure physician, field #69.
ProcPhysNPI	Char(10)	Procedure physician NPI	Source procedure code table, procedure physician NPI. Field #70

**26.Table: Pxlookup**

For both inpatient and outpatient data, this is a dynamic lookup table containing a unique record for each px/fiscal year combination. A fiscal year is assigned to each patient based on the discharge date. For each fiscal year, this table contains a description for every px.

Data element	Type\length	Description
Px	Char(4)	ICD-9-CM Procedure Code
Fiscalyear	Smallint	CMS Fiscal Year
Pxdesc	Varchar(35)	ICD-9-CM Procedure Code Description

**27.Table: R\_insured**

For outpatient data only, this table contains a relationship to insured code with corresponding description.

Data element	Type\length	Description
R_insured	char(2)	Relationship to insured code
R_insuredDesc	varchar(20)	Relationship to insured description

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**28. Table: Race**

For both inpatient and outpatient data, this table contains a description for the different race types. The content of the table is different for outpatient than for inpatient.

<b>Data element</b>	<b>Type\length</b>	<b>Description</b>
Race	Char(1)	Patient's Race
race_desc	Varchar(38)	Patient's Race Description

**29. Table: Revcode**

Like the inpatient version, this ED data table would have the revenue code level units and charges for each patient who is in the encounter data. Unique at the facility, patient, revenue code, and CPT/HCPC Level.

<b>Data element</b>	<b>Type/length</b>	<b>Description</b>	<b>Source</b>
Fac	Int	Facility ID used to link tables	Contractor created by linking source hospital table to source revenue table on national provider ID to get facility ID
Dkey	Int	Patient Identifier used to link tables	Contractor created
Mrn	Char(20)	Patient Medical Record Number; available to client only (null for competitors)	Source revenue table medical record number, field #73
Patcont	Char(20)	Patient Control Number; available to client only (null for competitors)	Source revenue table patient control number, field #74
Revnum	Int	Sequence number of revenue code	Source revenue code table revenue code sequence number, field #75
Revcode	Smallint	Revenue Code	Source revenue code table revenue code. Field #76
Revcharge	Money	Total Charges	Source revenue code table revenue charges. Field #77
Units	Smallint	Units of service	Source revenue code table units of service. Field #78
CptHcpc	Char(14)	CPT/HCPC code	Source revenue code table CPT/HCPC code. Field #79
Mod1	Char(2)	CPT/HCPC modifier 1	Source revenue code table CPT/HCPC 1 <sup>st</sup> modifier. Field #80.
Mod2	Char(2)	CPT/HCPC modifier 2	Source revenue code table CPT/HCPC 2 <sup>nd</sup> modifier. Field #81.
Mod3	Char(2)	CPT/HCPC modifier 3	Source revenue code table CPT/HCPC 3 <sup>rd</sup> modifier. Field #82.

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Mod4	Char(2)	CPT/HCPC modifier 4	Source revenue code table CPT/HCPC 4 <sup>4th</sup> modifier. Field #83.
Mod5	Char(2)	CPT/HCPC modifier 5	Source revenue code table CPT/HCPC 5 <sup>th</sup> modifier. Field #84.
CptHcpcDt	Datetime	CPT/HCPC service date	Source revenue code table CPT/HCPC service date. Field #85.
APCPmt	Char(5)	APC assigned for payment	From APC grouper
APChcpc	Char(5)	APC assigned to the procedure code	From APC grouper
APCStatus	Char(2)	APC status indicator	From APC grouper

**30. Table: Revcode\_lookup**

For both inpatient and outpatient, this table contains a description for each possible revenue code in the revcode table.

Data element	Type\length	Description
Revcode	Int	Revenue Code
Title	Char(80)	Revenue Code Description

**31. Table: Serv\_line**

For both inpatient and outpatient, this is a static lookup table containing records for each service line/fiscal year combination. A fiscal year is assigned to each patient based on the discharge date. For each fiscal year, this table contains a description for every service line.

Data element	Type\length	Description
Servline	Smallint	Service Line Code
Fiscalyear	Smallint	Fiscal Year
Servlinedesc	Varchar(30)	Service Line Description

**32. Table Service**

For both inpatient and outpatient data, this is a static lookup table containing a record for each service.

Data element	Type\length	Description
svc	Smallint	Service Code
svc_desc	Varchar(20)	Service Code Description

**33. Table Sex**

For both inpatient and outpatient data, this table contains a description for the different sex types.

Data element	Type\length	Description
Sex	Char(1)	Patient's Sex Code
sex_desc	Varchar(12)	Patient's Sex Description

**Note: There is no Sub\_unit table.** It is for inpatient only. Instead, for outpatient, we are collecting fac address and fac\_zip.



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**34. Table      Town**

For both inpatient and outpatient data, this is a dynamic lookup table containing a unique entry for each town code in which any patient in the standard data set or encounter data set resides.

<b>Data element</b>	<b>Type\length</b>	<b>Description</b>
tw_n_cty	Char(3)	Town Code
name	char(20)	Town Name

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**Appendix E –Inpatient Discharge Data Quality Edits**

**65 Edits**

<b>Data Field</b>	<b>Edit</b>
<b>Quarterly Level Edits</b>	
Overall Quality Edits	For each data element on data extract confirm that the frequency distribution of all values is consistent with the previous quarter Invalid # of reported records # of reported records is not confirmed Check for duplicate records
<b>Hospital Level Edits</b>	
Pay Responsible 2	No secondary payors. All records
Pay Responsible 3	No tertiary payors. All records
Dx Secondary	Low percent of secondary diagnosis. More than 40% of the records
<b>Element Level Edits</b>	
Admission Source	Missing admission source Invalid admission source Admission source = 9 but age > 0 Missing admission date Invalid admission date
Admit Date	Admission Date is greater than Discharge Date Normal Delivery diagnosis is inconsistent with a Cesarean Section procedure Age >0 and principal diagnosis appropriate for infants only Age >0 and other diagnosis appropriate for infants only Age >17 and principal diagnosis appropriate for children only Age >17 and other diagnosis appropriate for children only
Admitting (primary) ICD-9-CM Diagnosis	Age < 15 and principal diagnosis appropriate for adults only Age < 15 and other diagnosis appropriate for adults only
Age	Age >124. Missing patient birth date Invalid patient birth date.
Birth Date	Date not valid or later than admission date or earlier than 120 years prior to admission date
Birth Weight	Birth weight is invalid or missing when the patient is a newborn (Principle Diagnosis is between V30-V39) Revenue code 0001 not reported Revenue code 0001 reported but associated charges missing Multiple revenue code 0001 entries
Charges - total reported	Questionable (>\$75,000/day or negative) Missing (all detail revenue codes/charges missing or invalid)
Charge - total derived	Questionable (>\$75,000 or negative) Inconsistent (more than 5% difference from reported total charge)

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<b>Data Field</b>	<b>Edit</b>
Charges - individual revenue fields	Invalid revenue code Revenue code reported but no charge Charge reported but no revenue code No accommodations charges reported Accommodations revenue code is duplicate
Charges - aggregated	Ancillary revenue code is duplicate Missing OHCA hospital number
CT OHCA Hospital Number	Invalid OHCA hospital number. Missing principal diagnosis
Diagnosis Principal	Invalid principal diagnosis Discharge prior to current period Discharge date is missing; therefore, LOS cannot be calculated Discharge date is not a valid date; therefore, LOS cannot be calculated.
Discharge Date	Missing disposition status
Discharge Disposition APS DRG	Invalid disposition status Unable to assign DRG. Missing hospital ID
Hospital ID	Invalid hospital ID Missing LOS
Length of Stay	Invalid LOS Missing ID
Operating Physician	Invalid ID
Patient Control Number	Missing patient control number Missing ethnicity
Patient's Ethnicity	Invalid ethnicity Missing race
Patient's Race	Invalid race Missing patient sex code Invalid sex code
Patient's Sex Code	Sex is inconsistent with other diagnosis Sex is inconsistent with other procedure Missing patient's zip code Invalid patient's zip code
Patient's Zip Code	"06000" <= zip code <= "06999" and twncity = "997"
Pay Responsible 1	Level 1 Missing previous admission code
Previous Admission Code	Invalid previous admission code Missing procedure principal
Procedure Principal	Invalid procedure principal Procedure date prior to admission date
Procedure Date	Procedure date post discharge date

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**Appendix E –Inpatient Discharge Data Quality Edits**

<b>Data Field</b>	<b>Edit</b>
Raw Physician ID as submitted	Attending Physician IDs are missing Attending Physician IDs are invalid Principal Operating Physician IDs are invalid Principal Operating Physician IDs are missing
Town Code	Missing town code Invalid town code
Zip Code	Missing ZIP code Invalid ZIP code

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**Appendix F - Emergency Department Data Quality Edits**

**67 Edits**

<b>Level 1: Hospital level edits</b>		
No secondary payors	Questionable	E 210
No tertiary payors	Questionable	E 220
Low percent with secondary diagnosis	Questionable	E 230

<b>Level 2: Source element level edits</b>		
Patient Control Number is missing	Error	E 302
Patient Identification Number is missing	Error	E 304
Admission source – missing	Error	E 306
Admission source – invalid	Error	E 308
Admit date – missing	Error	E 310
Admit date – invalid	Error	E 312
Birth date – missing	Error	E 314
Birth date – invalid	Error	E 316
Newborn but age not zero	Error	E 317
Discharge date – missing	Error	E 322
Discharge date – invalid	Error	E 324
Discharge disposition - missing	Error	E 326
Discharge disposition - invalid	Error	E 328
Hospital ID – missing	Error	E 330
Hospital ID – invalid	Error	E 332
LOS – missing	Error	E 334
LOS – invalid	Error	E 336
Principal diagnosis is missing	Error	E 338
Principal diagnosis is invalid	Error	E 340
Secondary diagnosis is invalid	Error	E 341
Not applicable for principal diagnosis	Error	E 342
Principal procedure is invalid	Error	E 344
Secondary procedure is invalid	Error	E 345
Patient's ethnicity – missing	Error	E 346
Patient's ethnicity – invalid	Error	E 348

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**Appendix F - Emergency Department Data Quality Edits**

Patient's race – missing	Error	E 350
Patient's race – invalid	Error	E 352
Patient's sex – missing	Error	E 354
Patient's sex – invalid	Error	E 356
Patient's zip code – missing	Error	E 358
Patient's zip code – invalid	Error	E 360
Primary payer code - missing	Error	E 362
Primary payer code - invalid	Error	E 364
Previous admission code - missing	Error	E 366
Previous admission code - invalid	Error	E 368
Physician (attending) ID – missing or invalid	Error	E 370
Attending Physician ID is pending	Error	E 371
No reported total charges	Error	E 372
No revenue data reported	Error	E 380
Invalid revenue code	Error	E 382
Revenue code reported but no charge	Error	E 384
Charge reported but no revenue code	Error	E 386

<b>Level 3: Constructed element level edits</b>		
Age – missing	Error	E 402
Age – invalid	Error	E 404
MS DRG – ungroupable 998 or 999	Error	E 407
No accommodations charges reported and admitted as inpatient	Questionable	E 408
Town code – missing	Error	E 410

<b>Level 4: Cross element level edits</b>		
Birth date later than admission date	Error	E 502
Normal delivery diagnosis with cesarean proc	Error	E 504
Age conflict with principal diagnosis	Error	E 505
Age conflict with secondary diagnosis	Error	E 517
Sex is female and principal diagnosis is male	Error	E 518
Sex is male and principal diagnosis is female	Error	E 520
Sex is female and other diagnosis is male	Error	E 522

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**Appendix F - Emergency Department Data Quality Edits**

Sex is male and other diagnosis is female	Error	E 524
Sex is female and principal procedure is male	Error	E 526
Sex is male and principal procedure is female	Error	E 528
Sex is female and other procedure is male	Error	E 530
Sex is male and other procedure is female	Error	E 532
No principal procedure but surgeon identified	Error	E 533
Discharge date - prior to current period	Error	E 534
Principal procedure with no surgeon identified	Error	E 535
Derived total charge is greater than \$100,000/day	Questionable	E 536
Inconsistent total charges	Error	E 538