COMMODITY CLASS/SUB-CLASS AND DESCRIPTION:
5022 - Software Maintenance and Support

FOR:
Department of Revenue Services

Addendum # 1 Changes/Updates the following:

1. Vendor Question and Answer:

Q: Which documents are required for Bid 10ITZ0042 submission, other than the Specification Sheet and Security Questionnaire?

A: Please refer to the Bidders Checklist document.

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

Company Name ________________________________  Authorized Signature of Bidder ________________________________  Date ________________________________

NOTE:

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

APPROVED

Jacqueline Shirley,  
Director of Contract & Purchasing Division  
(Original Signature on Document in Procurement Files)
Invitation To Bid
Specifications & Bid Documents Attached

Bid Number: 10ITZ0042

Bid Opening Date & Time: Thursday, May 27 @ 2:00 p.m. EST

Bid Class/Sub-Class & Description: 5022-750, Software Maintenance & Support

Requesting Agency: Department of Revenue Services

SPECIAL INSTRUCTIONS - PLEASE TAKE NOTE OF THE FOLLOWING:

• This will be a one year contract award with an option to renew at the State’s Sole Discretion
• All questions must be submitted via email to elizabeth.basso@ct.gov
  Technical Question Deadline: 5:00 pm May 20, 2010
  Administrative Question Deadline: 5:00 pm May 23, 2010
• This replaces the following contract award in part or in total: None

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=1
Click on the link Register for Bidder Notification complete the form to automatically receive a summary of new Bids & RFP’s via e-mail.

Return Bid To:
STATE OF CONNECTICUT
DEPARTMENT OF INFORMATION TECHNOLOGY
IT CONTRACTS & PURCHASING DIVISION, 4th Floor
101 EAST RIVER DRIVE
EAST HARTFORD, CT. 06108-3274
Attn: Elizabeth Basso
SEALED BID NO.: 10ITZ0042
NOT TO BE OPENED UNTIL: Thursday, May 27, 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.
# BID PROPOSAL

<table>
<thead>
<tr>
<th>BID NUMBER</th>
<th>BID OPENING DATE</th>
<th>BID OPENING TIME</th>
<th>BID SURETY</th>
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<tr>
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<td>Thursday, May 27, 2010</td>
<td>2:00 PM (ET)</td>
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**DESCRIPTION:** Software Maintenance & Support  
**FOR:** Department of Revenue Services  
25 Sigourney Street  
Hartford, CT 06106-5032  

**TERM OF CONTRACT / DELIVERY DATE REQ’D:** July 1, 2010 through June 30, 2011, with one option to extend at the State’s sole discretion.

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

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

1. That this BID is executed and signed by said bidder with full knowledge and acceptance of the provisions in Form SP-7A, entitled Standard Bid and Contract Terms and Conditions, of current issue and in effect on the date of bid issue.

2. That should any part of this BID be accepted in writing by Director within thirty (30) calendar days from the date of bid opening (unless an earlier date for acceptance is specified by bidder in BID Schedule), said bidder will furnish and deliver the commodities and/or services for which this BID is made, in the quantities and at the prices bid, and in compliance with the provisions of the Standard Bid & Contract Terms & Conditions, Commodity Specifications, Bid Schedule, and Special Bid & Contract Terms & Conditions. Should award of any part of this BID be delayed beyond the time indicated, such award shall be conditioned upon bidder’s acceptance.

3. Acceptance of the conditions set forth herein, agreement in strict accordance therewith, and will furnish and deliver the commodities and/or services to the state agency or agencies named in the Bid Schedule at the prices bid therein.

## BIDDER INFORMATION SECTION

<table>
<thead>
<tr>
<th>COMPLETE BIDDER NAME (Trade Name, Doing Business As)</th>
<th>SSN OR FEIN NUMBER</th>
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<th>BIDDER STREET ADDRESS</th>
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<th>STATE</th>
<th>ZIP CODE</th>
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<tr>
<th>Written Signature of Person Authorized to sign Bids on behalf of the Above Named Bidder</th>
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**BUSINESS TYPE:**  
- PROPRIETORSHIP (Individual)  
- PARTNERSHIP (you must attach the names and titles of all partners)  
- CORPORATION  
Type of Corporation: State Incorporated in:  

**STATE EMPLOYEES** must indicate your Position, Agency & Agency Address:

- Current DAS certified CT Set-Aside business:  
  - YES (copy of certificate included with bid)  
  - NO
- Has your business received funding from the Small Business Association?:  
  - YES  
  - NO
- Is your business reportable to the IRS?:  
  - YES (1099/W2 will be mailed to you at year end)  
  - NO

**REMITTANCE INFORMATION:**  
(if different from above address)
Department of Information Technology is soliciting bids for Software Maintenance & Support Renewal on behalf of the Department of Revenue Services.

Price to be inclusive of all charges, fees and related expenses. Please list any deviations from the bid specifications along with a Specification Sheet of your Bid.

**MANDATORY REQUIREMENTS:** Bid Package must include completed “Security and Confidentiality Questionnaire”

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<tr>
<th>ITEM #</th>
<th>DESCRIPTION OF COMMODITY AND/OR SERVICE</th>
<th>QTY</th>
<th>UNIT OF MEASURE</th>
<th>UNIT PRICE</th>
<th>TOTAL PRICE</th>
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<tbody>
<tr>
<td>1.</td>
<td>RightNow November 07 On Premise Release 2 Preferred Software Maintenance and Support Renewal on the Right Now Software Application Version 8.3.01 Preferred Support Package to Include: Access to site status web page for information and problem notification Live 24x7 phone support via toll-free number Incidents handled on priority basis Access to the RightNow knowledge base via the support portal Free software upgrades Biannual tune ups and annual success scorecard review Customer may assign up to a total of 6 of its staff members for all support issue communications Perpetual on premise support July 1, 2010 through June 30, 2011</td>
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**Total Bid $ ________________________**
Submit your Specification Sheet with your Bid and please list any deviations from specifications here:

Bidder Contact: __________________________
Address: __________________________
Phone: ___________ Fax: ___________ E-mail: ___________

Representative that will service RightNow Software:
Name: __________________________
Address: __________________________
Phone: ___________ Fax: ___________ E-mail: ___________

Notes:
1. Ensure you have read and understand the terms and conditions of this contract. Bidders must comply with the attached Standard & Special Bid and Contract Terms and Conditions, 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.
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 Thursday, May 27, 2010 @ 2:00 p.m. (ET).
5. Prices must be inclusive of all charges associated with on site preferred support: such as fees, related expenses, travel, parts, labor, etc.

All correspondence regarding this Invitation to Bid must be in writing and submitted to:
elizabeth.basso@ct.gov
-or-
Attn.: Elizabeth Basso, Bid # 10ITZ0042
DOIT - Contract & Purchasing Division
101 East River Drive
East Hartford, CT 06108
Definitions

Contractor
Any individual or company that enters into any agreement either with the State of Connecticut or an Agency thereof to perform services. This includes all of the employees of this individual or company and any subcontractors that they may contract with.

Contractor’s Equipment
Any equipment that the contractor uses in connection with the performance of the contract.

Contractor Safeguard Program
A program that will guide and assist contractors in meeting their responsibilities to safeguard and protect DRS confidential and restricted information.

DRS Confidential or Restricted Data
Confidential or restricted State data includes but is not limited to;
- Tax return or return information and/or personally identifiable information that is not in the public domain and if improperly disclosed could be used to steal an individual’s identity, violate the individual’s right to privacy or otherwise harm the individual;
- Organizational information that is not in the public domain and if improperly disclosed might: cause a significant or severe degradation in mission capability; result in significant or major damage to organizational assets; result in significant or major financial loss; or result in significant, severe or catastrophic harm to individuals.

DRS/IRS Confidentiality Training Material
Shall include any material supplied to the contractor to guide them in the safeguarding of confidential taxpayer information.

DRS Location
Any facility or portion thereof, under the direct control of DRS, in which an agency function is performed. In certain cases, this definition can also include other State agencies and other DRS contracted vendors who, under the control of DRS, supply necessary support services.

DRS Supplied Equipment
Any equipment supplied by the State of Connecticut or any Agency thereof to any contractor performing services to DRS

DRS Technology Systems
Shall include computer hardware, software, firmware applications, information and communications pertaining to any State of Connecticut or an Agency thereof computer system or network.

Policy Compliance Officer
The DRS employee designated by the Commissioner to act as the single point of contact between DOIT and DRS for issues that relate to the State of Connecticut’s policy on Data Storage, Security for Mobile Computing and Storage Devices.
Policy for Access to and Safeguarding of DRS Confidential or Restricted Data by Contractors

Policy Number: P-4001
Version: 1.1
Date Issued (revised): January 21, 2010
Date Effective: immediately

Purpose
This Policy outlines the confidentiality and security requirements for Contractors of the State of Connecticut or an agency thereof that, as part of their contractual relationship, are authorized to access and view DRS confidential or restricted data.

Scope
This policy covers all DRS contractors, who as part of their contractual relationship, are authorized to have access to DRS confidential or restricted data or DRS technology systems. Should a conflict exist between this policy and a State-wide policy, the more restrictive policy would take precedence.

Authority
The Policy Compliance Officer is responsible for developing, implementing and enforcing policies that regulate the storage, access to, and use of confidential and restricted data.

Policy Statements
1. Before accessing, in any manner, any DRS confidential or restricted data, each contractor will confirm that it has reviewed, read and understands the DRS/IRS confidentiality requirements material. The Contractor will be provided with a copy of the Contractor Safeguards Program. Each of the Contractor’s employees who may come in contact with DRS confidential or restricted data must confirm that he or she has viewed and understands the confidentiality requirements.

2. Except as provided herein, contractors who are working on site at a DRS location, will be required to utilize only DRS supplied equipment to connect to DRS technology systems. If DRS determines that access to its technology systems is necessary to fulfill the contractor’s obligations under the contract and the contract provides for such access, the Policy Compliance Officer, in consultation with the Information Services Division (ISD) Director, shall determine in what manner and under what conditions such access will be provided. The Policy Compliance Officer will also determine what, if any, non-DRS equipment will be allowed to access or store DRS confidential or restricted data. The Contractor will provide the designated equipment for inspection before connection to the DRS technology systems. Additionally, such equipment will be subject to additional inspections as deemed necessary by the Policy Compliance Officer. The following conditions must be met in order for Contractor’s equipment to be allowed access to the DRS technology systems:
   a. Contractor’s computer equipment must be virus free and loaded with the most current version of anti-virus software
   b. Contractor will sign the DRS Acceptable Use statement
   c. Contractor will agree to install software and configure software and hardware on its equipment as is required by the Policy Compliance Officer.
   d. Contractor will agree to restrictions on the removal of its equipment from DRS premises as determined by the Policy Compliance Officer.
   e. Contractor will agree to requirements for locking and/or securing of its equipment as determined by the Policy Compliance Officer.

3. For contractors whose contract provides for remote access to the DRS technology systems, the DRS Policy Compliance Officer, in consultation with the ISD Director, shall determine in what manner and under what conditions such access will be allowed. The Policy Compliance Officer
will determine what equipment of the Contractor will be allowed to access or store DRS confidential or restricted data. Such equipment will be made available for inspection by the Policy Compliance Officer prior to connection to the DRS technology systems and will be subject to additional inspections as deemed necessary by the Policy Compliance Office. The following conditions must be met in order for Contractor’s equipment to be allowed access to the DRS technology systems:

a. Contractor’s computer equipment must be virus free and loaded with the most current version of anti-virus software
b. Contractor will sign the DRS Acceptable Use statement
c. Contractor will agree to install software and configure software and hardware on its equipment as is required by the Policy Compliance Officer.
d. Contractor will agree to requirements for locking and/or securing of its equipment as determined by the Policy Compliance Officer.

4. On DRS supplied equipment, the DRS may install software that will be required to remain on such equipment until the project has been completed and a final inspection of such equipment has been conducted.

5. DRS may disable all USB ports, storage saving and transfer devices from the DRS supplied equipment provided to Contractor. Should there be a need to transfer information the Contractor shall follow procedures established by the Policy Compliance Officer.

6. The use of Flash Drives and other media used by Contractors to store or transfer DRS confidential or restricted data is prohibited.

7. All requirements pertaining to the access of DRS confidential or restricted data, including, but not limited to, the method and location of storage, safeguarding and destruction will be determined solely by the Policy Compliance Officer.

8. Contractors will provide DRS with their policies regarding:
   a. Replacing/recycling personal computers
   b. Restrictions or prohibitions on the storing or transfer of client information
   c. Employee termination procedures (including exit checklists)
   d. Procedures for violation of Contractor’s policies
   e. Process used to conduct any required background checks.

When applicable, the Contractor, or individual employees thereof, will provide the Compliance Officer with a written inventory of all DRS confidential or restricted information currently in its possession. The Contractor, or its individual employees, will be required to sign the inventory document attesting to its accuracy.

9. Lost or stolen keys, fobs, access codes, badges or any other item that are used in connection with any DRS assignment will be immediately reported using the protocol provided.

10. For Contractors who are working on site at a DRS location, the Contractor will inform the Policy Compliance Officer at least 5 business days prior to a Contractor’s employee leaving the DRS assignment. In no case shall such employee leave DRS without the Contractor’s equipment being inspected as determined by the Policy Compliance Officer. Once the review has been completed, such employee will not be allowed to connect to any DRS technology systems or store any DRS confidential or restricted data on the previously inspected equipment.

11. Any Contractor who has access to or is in possession of DRS confidential or restricted data must comply with all provisions of the State of Connecticut Security for Mobile Computing and Storage Devices Policy.

12. DRS reserves the right to inspect any of the Contractors’ facilities used at anytime throughout the contract period.

13. Prior to working on site at a DRS location, a Contractor must disable all wireless internet and communication capabilities on its equipment. Additionally, throughout the period of its contract, the Contractor must be prepared to demonstrate to the Policy Compliance Officer that such capabilities remain disabled.
Additional Contractor Requirements

SAFEGUARDING INFORMATION

The contractor must provide a detailed document outlining contractors process and quality control measures that are in place prior to the start of this contract and maintained throughout the contract. This plan must be approved by DRS and maintained by the vendor, any changes must also be approved in writing by DRS before implementation.

All DRS information in the vendors possession must be documented and remain a secure location within the Continental United States. All electronic information shall remain encrypted when at rest or not in use.

The contractor will pay for losses that are sustained as a result of acts committed by the contractor, the contractors’ staff or its subcontractors. The contractor will pay for losses resulting from dishonesty acts committed by the contractor, the contractors’ staff or its subcontractors. It is the contractors’ responsibility to safeguard DRS information while it is in the contractors’ possession. If there is a security breach that affects DRS information while that information is in the possession of the contractor, the contractor will pay for all costs incurred with that security breach. This will include but not be limited to credit protection for all affected taxpayers for a minimum of 2 years and all expenses incurred by the State of Connecticut in connection with the security breach. It is the contractor’s responsibility to immediately notify the Department of Information Technology @ (860) 622-2300, the Department of Revenue Services @ (860) 297-4900 and James Norton (860) 297-5608 as soon as a loss or breach of DRS information is suspected.

All vendor and subcontractor employees, on-site or off-site, who perform functions that put them in contact with State of Connecticut tax returns or tax return information, must sign a Department of Revenue Services confidentiality statement. In addition, a background check must be performed on anyone who has access to the tax returns or tax return information. The background checks are the responsibility of the vendor and the subcontractor including all costs associated there with. If the vendor’s process is determined by DRS to be sufficient to protect the identity and confidentiality of the taxpayer the vendor may request that some of the background check requirements be waived. This must be approved in writing by DRS. DRS has the right to inspect the personnel files and any aspect of the background check. Notwithstanding the aforementioned provisions of this paragraph, any vendor, subcontractor or employee of the vendor or subcontractor who has been convicted of a tax crime, embezzlement, forgery or other financial crimes or offences that pertain to or involve a fiduciary trust or responsibility is prohibited or ineligible from working with any part of this contract.

The vendor will comply with the “Policy for Access to and Safeguarding of DRS Confidential or Restricted Data by Contractors” published by the DRS and DRS Policy Compliance Officer.

If determined necessary by the Policy Compliance Officer the vendor will submit a completed monthly “Security Measures Checklist” to the DRS Policy Compliance Officer. The checklist will be developed by DRS once the company’s facility is inspected and process for completing the contract is approved.

All Department of Revenue Services information must be expunged at the end of the contract. Department of Revenue Services information shall not be commingled with any other information.

INSPECTION/PERFORMANCE:

The Department requires that all materials in the possession of the vendor be maintained in a secure manner that is approved by the Department of Revenue Services.

The State reserves the right to inspect the facility of the vendor and/or subcontractor(s) approved by DRS before an award is made and anytime during the contract period. The vendor must have appropriate equipment and personnel to meet the contract requirements. If it is found that the vendor is not qualified to perform the work as specified, the State has the right to seek reimbursement from the
vendor for the inspection. This includes ALL costs, such as airfare, car rental, hotel, meals and the salary of the individuals(s) performing the site inspection. The right is also reserved to inspect work in progress at any time. Part of the inspection will require the vendor to show its ability to maintain security of all materials in a manner satisfactory to the Department of Revenue Services.

The vendor and any subcontractor(s) approved by DRS must have working fire suppressant and security systems on-site, which must meet the approval of the Agency at the time of the initial inspection, and be maintained throughout the contract period. The vendor must submit proof, such as inspection certificates, in regards to working fire and security systems.

**SUBCONTRACT:**
While subcontracting may be permitted, it is understood and agreed that the vendor shall not assign, transfer, convey, sublet or otherwise dispose of their contract or their right of title, or portion thereof, to any person, firm or corporation without previous written consent of the Connecticut Department of Revenue Services and the Connecticut Department of Administrative Services
Failure to do so is cause for cancellation of the contract.
DATE: April 29, 2008

TO: All DRS Contractors & Subcontractors

FROM: James E. Norton TELEPHONE: (860) 297-5608
Policy Compliance Officer

SUBJECT: Disclosure and inspection rules and procedures for state and federal tax return information

As Contractors or Subcontractors of the Department of Revenue Services, you may come in contact with information that is among the most sensitive in government. Therefore, it is critical that you maintain the confidentiality of tax return and tax return information, as well as confidential information received from other state and federal agencies you may come in contact with. The purpose of this memorandum is to remind you of the need for strict adherence to the following guidelines. Failure to comply with the confidentiality standards discussed below will result in actions by the Department of Revenue Services. Should the particular facts and circumstances warrant it, a violation may result in termination of the contract, potential criminal prosecution and civil monetary damages.

- Confidential tax information that you access must relate directly to your individual responsibilities as a Contractor or Subcontractor.
- Confidential information should never be in open view when you are transporting confidential documents and records outside of your work area.
- Confidential tax information may be discussed only with authorized individuals and shared with employees who have a specific business need for such information.
- All confidential tax information must be properly shredded, paper documents must be shredded to 5/16 – inch strips or cross shredded inserted in a perpendicular direction. Microfilm and Microfiche must be shredded to 1/35 –inch by 3/8 inch strips. After shredding has occurred it may be used for pulp and recycled.
- Confidential taxpayer information must not be stored on a mobile computing device or mobile storage device. The term "mobile computing device" refers to portable or mobile computing and telecommunications devices that can execute programs. This definition includes, but is not limited to notebooks, palmtops, BlackBerry devices, PDAs, iPods and cell phones with internet browsing capability. The term "mobile storage devices" includes but is not limited to, mobile computing devices, diskettes, magnetic tapes,
external/removable hard drives, flash cards (e.g., SD, Compact Flash), thumb drives (USB keys), jump drives, compact disks, digital video disks, etc.

- “Inspection” (e.g. “browsing”) or “Disclosure” of tax returns and tax return information by Contractors or Subcontractors of any Connecticut or federal agency, including former Contractors or Subcontractors who has or had access to returns or return information or any current for former officer or employee of any contractor or subcontractor, whether the contractor or subcontractor was involved in the processing, storage, transmission, or reproduction of returns or return information, the programming, maintenance, repair, testing, or procurement of equipment, or the providing of any other service to DRS is subject to the penalties stated in Conn. Gen Stat. §12-15.

- If you access an account belonging to a person that is known to you while performing a business-related function, during the course of your regularly assigned job duties, provide immediate notification of the review to your supervisor.

In addition to complying with the general guidelines above, you are required to understand and adhere to the federal and state laws relative to the confidentiality of tax information listed below.

Penalties for Unlawful Disclosure or Inspection of State and Federal Tax Return Information

1. State Penalties
C.G.S. §12-15

   (f) Returns and return information shall, without written request, be open to inspection by or disclosure to: (1) Officers and employees of the Department of Revenue Services whose official duties require such inspection or disclosure for tax administration purposes; (2) officers or employees of an agency or office in accordance with subdivision (1) or (13) of subsection (b) of this section whose official duties require such inspection; and (3) officers or employees of any person in accordance with subdivision (12) of subsection (b) of this section, whose duties require such inspection or disclosure.

   (g) Any person who violates any provision of this section shall be fined not more than one thousand dollars or imprisoned not more than one year, or both.

2. Federal Penalties
In 1997, the U.S. Congress passed and the President signed into law H.R. 1226 known as the “Taxpayer Browsing Protection Act.” The major impact of this bill was to include “inspection,” i.e., “browsing,” as subject to the kind of penalties that previously applied only to “disclosure.” Within this bill inspection is defined as, “any examination of a return or return information.” The second impact of this Bill is that a taxpayer shall be notified of any unauthorized disclosure or inspection of their return. Anyone making an unlawful disclosure or inspection of federal tax return information could be subject to the following penalties:

   I. R. C. § 6103: Prohibits unauthorized disclosure of federal tax returns or return information by employees and former employees of state and IV-D agencies.

   I. R. C. § 7213: Makes any unauthorized disclosure of federal tax returns or return information a felony punishable by a fine of up to $5,000 and/or imprisonment for not more than five years, together with the costs of prosecution.
I. R. C. § 7213A: Prohibits the unauthorized willful inspection (“browsing”) of federal tax returns or return information and makes such inspection punishable by a fine of up to $1,000 and/or imprisonment for not more than one year, together with the costs of prosecution.

I. R. C. § 7431: Permits a taxpayer to bring a civil action for damages in a federal district court. Damages that can be brought would be the greater of $1,000 for each unauthorized disclosure or inspection or the actual damages sustained by the taxpayer, plus punitive damages.

Information obtained from other State Agencies
Any and all information received from other state agencies is regarded as Confidential Information and may not be redisclosed.
If you should have any questions regarding the use, disclosure, or inspection of the tax information, I can be reached at (860) 297-5608 or by email @ james.norton@po.state.ct.us. You should retain a copy of this memorandum either in electric or paper format for future reference. Attached is a form for you to sign as an acknowledgment that you have received, read and understand the standards governing the access to, and disclosure of, confidential information.
If you are aware of any potential violations of the confidentiality statutes or the Department’s policy governing unauthorized access, please refer this information immediately to the Department of Revenue Services Policy Compliance Officer listed above.
Security and Confidentiality Questionnaire

1. Please describe your process for receiving, storing and transmitting DRS tax return information.

2. What security measures are in place to safeguard DRS information when it is being worked on?

3. What security measures are in place to safeguard the DRS tax information when it is not being worked on?

4. What security measures are in place to secure DRS tax return information when in transit (being transmitted)?

5. If any of DRS information is not being processed at your facility what safeguard and security measures are in place to ensure that the information is properly safeguarded?

6. Please describe your current and planned security features. This includes but is not limited to alarm systems, monitoring systems, fire systems, background checks, security guards, key locks and card swipes.

7. Please describe your hiring practices, if background checks are performed are they at the state or national level. What would preclude an applicant from being hired?

8. Please explain how you are going to keep DRS information separate from other clients that you perform services for.

9. How will you delete/erase/wipe/expunge DRS data from your systems at the end of the contract?
10. Please document your policies for the destruction/replacement of the following:
   • Computer Servers
   • Mobile storage devices (PC’s, USB’s, Blackberry’s ….)
   • Back up devices
   • Confidential documents
   • Paper
   • Microfiche/CD’s

11. What are your backup procedures? How often is the information backed up? Where is the information stored? How often is it recycled?

12. Please indicate that you will contact James Norton & Don Knybel within 24 hours should any of these change at anytime through out the contract.
INTERNAL REVENUE SERVICE

EXHIBIT 7
CONTRACT LANGUAGE FOR GENERAL SERVICES

I. PERFORMANCE

In performance of this contract, the contractor agrees to comply with and assume responsibility for compliance by his or her employees with the following requirements:

(1) All work will be done under the supervision of the contractor or the contractor's employees.

(2) Any return or return information made available in any format shall be used only for the purpose of carrying out the provisions of this contract. Information contained in such material will be treated as confidential and will not be divulged or made known in any manner to any person except as may be necessary in the performance of this contract. Disclosure to anyone other than an officer or employee of the contractor will be prohibited.

(3) All returns and return information will be accounted for upon receipt and properly stored before, during, and after processing. In addition, all related output will be given the same level of protection as required for the source material.

(4) The contractor certifies that the data processed during the performance of this contract will be completely purged from all data storage components of his or her computer facility, and no output will be retained by the contractor at the time the work is completed. If immediate purging of all data storage components is not possible, the contractor certifies that any IRS data remaining in any storage component will be safeguarded to prevent unauthorized disclosures.

(5) Any spoilage or any intermediate hard copy printout that may result during the processing of IRS data will be given to the agency or his or her designee. When this is not possible, the contractor will be responsible for the destruction of the spoilage or any intermediate hard copy printouts, and will provide the agency or his or her designee with a statement containing the date of destruction, description of material destroyed, and the method used.

(6) All computer systems processing, storing, or transmitting Federal tax information must meet the requirements defined in IRS Publication 1075. To meet functional and assurance requirements, the security features of the environment must provide for the managerial, operational, and technical controls. All security features must be available and activated to protect against unauthorized use of and access to Federal tax information.

(7) No work involving Federal tax information furnished under this contract will be subcontracted without prior written approval of the IRS.

(8) The contractor will maintain a list of employees authorized access. Such list will be provided to the agency and, upon request, to the IRS reviewing office.

(9) The agency will have the right to void the contract if the contractor fails to provide the safeguards described above.

(10) (Include any additional safeguards that may be appropriate.)

II. CRIMINAL/CIVIL SANCTIONS:

(1) Each officer or employee of any person to whom returns or return information is or may be disclosed will be notified in writing by such person that returns or return information disclosed to such officer or employee can be used only for a purpose and to the extent authorized herein, and that further disclosure of any such returns or return information for a purpose or to an extent unauthorized herein constitutes a felony punishable upon conviction by a fine of as much as $5,000 or imprisonment for as long
as 5 years, or both, together with the costs of prosecution. Such person shall also notify each such officer and employee that any such unauthorized further disclosure of returns or return information may also result in an award of civil damages against the officer or employee in an amount not less than $1,000 with respect to each instance of unauthorized disclosure. These penalties are prescribed by IRC sections 7213 and 7431 and set forth at 26 CFR 301.6103(n)-1.

(2) Each officer or employee of any person to whom returns or return information is or may be disclosed shall be notified in writing by such person that any return or return information made available in any format shall be used only for the purpose of carrying out the provisions of this contract. Information contained in such material shall be treated as confidential and shall not be divulged or made known in any manner to any person except as may be necessary in the performance of the contract. Inspection by or disclosure to anyone without an official need to know constitutes a criminal misdemeanor punishable upon conviction by a fine of as much as $1,000 or imprisonment for as long as 1 year, or both, together with the costs of prosecution. Such person shall also notify each such officer and employee that any such unauthorized inspection or disclosure of returns or return information may also result in an award of civil damages against the officer or employee [United States for Federal employees] in an amount equal to the sum of the greater of $1,000 for each act of unauthorized inspection or disclosure with respect to which such defendant is found liable or the sum of the actual damages sustained by the plaintiff as a result of such unauthorized inspection or disclosure plus in the case of a willful inspection or disclosure which is the result of gross negligence, punitive damages, plus the costs of the action. These penalties are prescribed by IRC section 7213A and 7431.

(3) Additionally, it is incumbent upon the contractor to inform its officers and employees of the penalties for improper disclosure imposed by the Privacy Act of 1974, 5 U.S.C. 552a. Specifically, 5 U.S.C. 552a(l)(1), which is made applicable to contractors by 5 U.S.C. 552a(m)(1), provides that any officer or employee of a contractor, who by virtue of his/her employment or official position, has possession of or access to agency records which contain individually identifiable information, the disclosure of which is prohibited by the Privacy Act or regulations established thereunder, and who knowing that disclosure of the specific material is prohibited, willfully discloses the material in any manner to any person or agency not entitled to receive it, shall be guilty of a misdemeanor and fined not more than $5,000.

III. INSPECTION:
The IRS and the Agency shall have the right to send its officers and employees into the offices and plants of the contractor for inspection of the facilities and operations provided for the performance of any work under this contract. On the basis of such inspection, specific measures may be required in cases where the contractor is found to be noncompliant with contract safeguards.
DATE: April 29, 2008

TO: All DRS Contractors & Subcontractors

FROM: James E. Norton  TELEPHONE: (860) 297-5608
Policy Compliance Officer

SUBJECT: Viewing of Contractors Safeguards Video

Enclosed you will find a CD that contains an awareness video pertaining to confidential DRS/IRS tax return information and confidentiality, the DRS “Policy for Access to and Safeguarding of DRS Confidential or Restricted Data by Contractors” and the “Disclosure and inspection rules and procedures for state and federal tax return information” memorandum. The policy outlines security requirements as part of our contractual relationship that you should familiarize yourself with. The CD must be viewed by all individuals who are working with DRS information or at a DRS facility prior to commencing work. The memorandum must be read by and distributed to the same individuals. Contractors and Subcontractors whose employees are already working with or may come in contact with DRS/IRS information must also view this video and must read and be provided with a copy of the memorandum. While the CD primarily pertains to Federal IRS information, the standards of confidentiality apply to State of Connecticut information as well. Attached is a form for staff to sign that acknowledges that they have viewed the video and have read and been provided a copy of the memorandum. Retain the original for you files and send copies to:

DRS Policy Compliance Office
c/o James Norton, Tax Division Chief
State of Connecticut Dept. of Revenue Services
25 Sigourney St
Hartford, CT 06106
ACKNOWLEDGEMENT

I have viewed the contractors’ video and received and read the “Disclosure and inspection rules and procedures for state and federal tax return information” by signing below I acknowledge that I and understand the procedures and penalties.

<table>
<thead>
<tr>
<th>Company Name</th>
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<tr>
<th>Employee Name</th>
<th>Signature</th>
<th>Date</th>
<th>Title</th>
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</table>
Policy for Personal Computers and Software

Policy Number: P-3002
Version: 1.0
Date Issued (revised): December 20, 2007
Date Effective: immediately

Purpose
The Director of Information Services of the Department of Revenue Services (DRS) has established this policy to:

- provide consistency in the deployment of personal computers and software;
- minimize the total cost of ownership for personal computers;
- ensure that appropriate resources can be provided in a timely and efficient manner.

Scope
This policy covers all DRS employees whether permanent or non-permanent, full or part-time, and all consultants or contracted individuals retained by the DRS who have been issued State of Connecticut computer equipment (herein referred to as “users”). Should a conflict exist between this policy and a State-wide policy, the more restrictive policy would take precedence.

Policy Statements
1. All software applications must be installed and configured by the Client Support Unit (CSU) or in certain cases the Audit Division EDP unit with approval from ISD.
2. The installation of any unauthorized software or hardware is prohibited and will be identified, removed and reported to unit management, DRS security officers and Human Resources.
3. Any unauthorized modifications or tampering with the standard configuration of computer equipment is prohibited and will be detected and reported to unit management, DRS security officers and Human Resources.
4. All problems related to any computer hardware and/or software, network issues and DRS systems must be reported to the ISD Help Desk for proper documentation, analysis, resolution or assignment to responsible parties.
5. Relocation, reassignment or transferring of equipment is the responsibility of the CSU and/or the DRS Business Office.
6. The issuance of all computer related equipment must be documented in an “Inventory Reconciliation” work order that is then signed and dated by the recipient.
STATE OF CONNECTICUT  
DEPARTMENT OF REVENUE SERVICES  
25 SIGOURNEY STREET HARTFORD, CT  06106  

DISCLOSURE OF TAX INFORMATION FORM  

As an employee, agent or vendor of the Connecticut Department of Revenue Services, you may come in contact with state and/or federal tax returns, and tax return information. **All tax information, in whatever form, is strictly confidential**: and you may not disclose any such information during or after your employment or contract period with this Department. Unauthorized disclosure or inspection of any federal or state tax information may result in dismissal, criminal prosecution and civil suit as prescribed by federal and state statues. (Connecticut General Statute 12-15 and 7213A, 7431 of the Internal Revenue Code.)

As an employee, agent or vendor of this Department, if there is any doubt as to what information can be furnished (even when persons represent themselves as the taxpayer), you should consult your supervisor or agency contact. As an agent of this Department unauthorized disclosure of a tax return or return information is prohibited.

I have read the above information on disclosure and inspection of tax return information and understand that this is a condition of employment or contract with this Department. Please sign and return to the Department of Revenue Services; Business Office; Attn: Don Knybel; 25 Sigourney Street; Hartford, CT  06106.

____________________________________  ______________________________________
Print Name                                Name of Company

____________________________________  ____________________________
Signature                                Date
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.

<table>
<thead>
<tr>
<th>AWARD #</th>
<th>COMMODITY</th>
<th>STATE AGENCY</th>
<th>PURCHASING CONTACT</th>
<th>TELEPHONE #</th>
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**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**

<table>
<thead>
<tr>
<th>Contact Name, Company, and Address</th>
<th>Telephone #</th>
<th>Dollar Value</th>
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<tbody>
<tr>
<td>1.</td>
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<td>2.</td>
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<td>3.</td>
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List any relevant certifications, licenses, registration, etc. that qualify your business to meet the requirements of this bid. ____________________________

(Attach additional sheets if necessary)
List of equipment to be used for this service, if applicable:

<table>
<thead>
<tr>
<th>MODEL</th>
<th>YEAR</th>
<th>MANUFACTURER</th>
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(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:  

__________________________________________  

__________________________________________  

__________________________________________  

__________________________________________
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
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.
COMMISSION ON HUMAN RIGHTS AND OPPORTUNITIES
CONTRACT COMPLIANCE REGULATIONS

NOTIFICATION TO BIDDERS

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

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

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

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

INSTRUCTIONS AND OTHER INFORMATION

The following BIDDER CONTRACT COMPLIANCE MONITORING REPORT must be completed in full, signed, and submitted with the bid for this contract. The contract awarding agency and the Commission on Human Rights and Opportunities will use the information contained thereon to determine the bidders compliance to Sections 4a-60 and 4a-60a CONN. GEN. STAT., and Sections 46a-68j-23 of the Regulations of Connecticut State Agencies regarding equal employment opportunity, and the bidders 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.
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, file 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, air conditioning, 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.
### Definition of Racial and Ethnic Terms (as used in Part IV Bidder Employment Information)

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<thead>
<tr>
<th>Term</th>
<th>Description</th>
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<tbody>
<tr>
<td>White (not of Hispanic Origin)</td>
<td>All persons having origins in any of the original peoples of Europe, North Africa, or the Middle East.</td>
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<tr>
<td>Black (not of Hispanic Origin)</td>
<td>All persons having origins in any of the Black racial groups of Africa.</td>
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<tr>
<td>Hispanic</td>
<td>All persons of Mexican, Puerto Rican, Cuban, Central or South American, or other Spanish culture or origin, regardless of race.</td>
</tr>
<tr>
<td>Asian or Pacific Islander</td>
<td>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.</td>
</tr>
<tr>
<td>American Indian or Alaskan Native</td>
<td>All persons having origins in any of the original peoples of North America, and who maintain cultural identification through tribal affiliation or community recognition.</td>
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</table>

### BIDDER CONTRACT COMPLIANCE MONITORING REPORT

#### PART I - BIDDER INFORMATION

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<th>Information</th>
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<td>Company Name</td>
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<td>Street Address</td>
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<td>City &amp; State</td>
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<tr>
<td>Chief Executive</td>
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<tr>
<td>Bidder Federal Employer</td>
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<td>Identification Number</td>
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<td>Social Security Number</td>
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<tr>
<td>Major Business Activity</td>
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<td>(brief description)</td>
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<tr>
<td>Bidder Identification</td>
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<tr>
<td>- Bidder is a small contractor. Yes__ No__</td>
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<tr>
<td>- Bidder is a minority business enterprise Yes__ No__</td>
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<tr>
<td>(If yes, check ownership category)</td>
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<tr>
<td>Black___ Hispanic___ Asian American___</td>
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<tr>
<td>American Indian/Alaskan Native___ Iberian Peninsula___</td>
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<tr>
<td>Individual(s) with a Physical Disability___ Female___</td>
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<tr>
<td>Bidder Parent Company</td>
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<td>(If any)</td>
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<td>Other Locations in Ct.</td>
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<td>(If any)</td>
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<tr>
<td>- Bidder is certified as above by State of CT Yes__ No__</td>
<td></td>
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<tr>
<td>- DAS Certification Number</td>
<td></td>
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</tbody>
</table>

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

<table>
<thead>
<tr>
<th>Question</th>
<th>Options</th>
</tr>
</thead>
<tbody>
<tr>
<td>1. Does your company have a written Affirmative Action/Equal Employment Opportunity statement posted on company bulletin boards? Yes__ No__</td>
<td></td>
</tr>
<tr>
<td>2. Does your company have the state-mandated sexual harassment prevention in the workplace policy posted on company bulletin boards? Yes__ No__</td>
<td></td>
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<tr>
<td>3. Do you notify all recruitment sources in writing of your company’s Affirmative Action/Equal Employment Opportunity employment policy? Yes__ No__</td>
<td></td>
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<tr>
<td>4. Do your company advertisements contain a written statement that you are an Affirmative Action/Equal Opportunity Employer? Yes__ No__</td>
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<tr>
<td>5. Do you notify the Ct. State Employment Service of all employment openings with your company? Yes__ No__</td>
<td></td>
</tr>
<tr>
<td>6. Do you comply with all applicable federal, state, and local laws governing non-discrimination in employment? Yes__ No__</td>
<td></td>
</tr>
<tr>
<td>7. Do all of your company contracts and purchase orders contain non-discrimination statements as required by Sections 4a-60 &amp; 4a-60a Conn. Gen. Stat.? Yes__ No__</td>
<td></td>
</tr>
<tr>
<td>8. Do you, upon request, provide reasonable accommodation to employees, or applicants for employment, who have physical or mental disability? Yes__ No__</td>
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</tr>
<tr>
<td>9. Does your company have a mandatory retirement age for all employees? Yes__ No__</td>
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<tr>
<td>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__</td>
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<tr>
<td>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__</td>
<td></td>
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</tbody>
</table>

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6. Does your company have a collective bargaining agreement with workers? Yes__ No__
6a. If yes, do the collective bargaining agreements contain non-discrimination clauses covering all workers? Yes__ No__
6b. Have you notified each union in writing of your commitments under the nondiscrimination requirements of contracts with the state of Ct? Yes__ No__

12. Does your company have a written affirmative action Plan? Yes__ No__
   If no, please explain.

13. Is there a person in your company who is responsible for equal employment opportunity? Yes__ No__
   If yes, give name and phone number.

PART III - BIDDER SUBCONTRACTING PRACTICES

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

   1b. Will the work of this contract require additional subcontractors or suppliers other than those identified in 1a. above? Yes__ No__

PART IV - BIDDER EMPLOYMENT INFORMATION

<table>
<thead>
<tr>
<th>JOB CATEGORY</th>
<th>OVERALL TOTALS</th>
<th>WHITE (not of Hispanic origin)</th>
<th>BLACK (not of Hispanic origin)</th>
<th>HISPANIC</th>
<th>ASIAN or PACIFIC ISLANDER</th>
<th>AMERICAN INDIAN or ALASKAN NATIVE</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>Male</td>
<td>Female</td>
<td>Male</td>
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<td>Female</td>
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<tr>
<td>Management</td>
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<td>Business &amp; Financial Ops</td>
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<td>Computer Specialists</td>
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<tr>
<td>Architecture/Engineering</td>
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<tr>
<td>Office &amp; Admin Support</td>
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<tr>
<td>Bldg/ Grounds Cleaning/Maintenance</td>
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<tr>
<td>Construction &amp; Extraction</td>
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<tr>
<td>Installation , Maintenance &amp; Repair</td>
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<td>Material Moving Workers</td>
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<td>TOTALS ABOVE</td>
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<td>Total One Year Ago</td>
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</tbody>
</table>

FORMAL ON THE JOB TRAINEES (ENTER FIGURES FOR THE SAME CATEGORIES AS ARE SHOWN ABOVE)

Apprentices
Trainees
**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)
   - State Employment Service
   - Private Employment Agencies
   - Schools and Colleges
   - Newspaper Advertisement
   - Walk Ins
   - Present Employees
   - Labor Organizations
   - Minority/Community Organizations
   - Others (please identify)

2. Check (X) any of the below listed requirements that you use as a hiring qualification
   - Work Experience
   - Ability to Speak or Write English
   - Written Tests
   - High School Diploma
   - College Degree
   - Union Membership
   - Personal Recommendation
   - Height or Weight
   - Car Ownership
   - Arrest Record
   - Wage Garnishments

3. Describe below any other practices or actions that you take which show that you hire, train, and promote employees without discrimination

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)
SPECIAL TERMS AND CONDITIONS

1. Bidders must be the manufacturer or authorized by the manufacturer to support and maintain RightNow Software to State and Local Government. Bidders must submit proof of such at the request of the Department of Information Technology at the time of contract award.

2. Prior to work beginning under the contract, all vendor employees, including any subcontractors, onsite or offsite, who will perform functions that put them in contact with State of Connecticut tax returns or tax return information under the contract will be required to complete and return the Disclosure of Tax Information form attached as well as view a contractor’s video.

3. Bidders must include all ancillary costs associated with the acquisition of a product or service in their bid. Failure to include specific reference to an applicable cost will be interpreted as that cost being included in the product or service price.

4. 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.

5. Bidders must certify that their bid is good for the term of the contract award.

6. Bidders agree to accept purchase orders for additional quantities beyond that specified in this document for a period of 6 months after an award unless further extended by mutual consent or equipment is no longer available.

7. 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.

8. **TANGIBLE PERSONAL PROPERTY PROVISION**

   For the entire term of the Agreement and any and all of its extensions, the Contractor, on its own behalf and on behalf of all of its Affiliates, shall comply fully with the provisions of Conn. Gen. Stat. §12-411b, including, but not limited to, the following: (1) The Contractor and its Affiliates shall collect and remit to the State of Connecticut, Department of Revenue Services, on behalf of its customers any Connecticut use tax due under the provisions of Chapter 219 of the Connecticut General Statutes for items of tangible personal property sold by the Contractor or by any of its Affiliates in the same manner as if the Contractor and such Affiliates were engaged in the business 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.


10. 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.

11. MAINTENANCE & SUPPORT
   a. After acceptance of any Product by a Department and subject to the terms, conditions, and charges set forth in this Agreement, Supplier represents and warrants that maintenance and support services for any Product shall be provided to a Department as follows:
      1) Supplier shall provide such reasonable and competent assistance as necessary to cause the Product to perform in accordance with applicable portions of the Specifications; and
      2) Supplier shall provide Improvements which may be available to Supplier to any Product; and
      3) Supplier shall update any Product, if and as required, to cause it to operate under new versions or releases of the operating system(s) specified in the Attachment.
   b. Maintenance and support services shall be provided by the Supplier on an annual basis and shall automatically renew for successive twelve (12) month periods unless thirty (30) days' prior written notice of termination is provided to the Supplier by a Department before the end of the initial term or any renewal term of maintenance and support services.
   c. Supplier shall maintain sufficient and competent Product support services staff, replacement products and ancillary products to satisfy the Supplier obligations specified herein for any Product.
   d. Supplier shall have full and free access to any Product to provide required services thereon.
   e. If any Product becomes not usable due to the computer manufacturer's release and the installation of (1) a new PU operating system or (2) an updated version of the present PU operating system or (3) a change to the present PU operating system and the Supplier is unable to provide changes to the Product to cause it to operate according to Specifications within thirty (30) days of written notification by a Department to Supplier of such failure to operate, any such Product so affected shall have its paid maintenance and support period, periodic-payment license period or limited term license period extended an additional period of time equal to the period of time the Product was not usable. If, after the expiration of thirty (30) days from the date of said notification, the Product remains not usable, then the applicable license may be terminated at the option of said Department without further obligation or liability.
f. Supplier shall typically respond to a Department's telephone requests for technical support relative to any installed Product within two (2) hours of such requests during Department weekday working hours (8:00 A.M. to 5:00 P.M., Eastern Time). Failure to provide reasonable and competent telephone assistance, the Customer's sole determination, within the two (2) hour period shall entitle said Department to either credit or reimbursement against the applicable Product invoice in regard to a non-perpetual license in the amount of ten percent (10%) of the Supplier's current license fee for each succeeding two (2) hour period that said reasonable and competent assistance is not provided by Supplier. For a perpetual license, the amount shall be 1/6 times the related Product Schedule annual maintenance and support charge, or two (2) times the related Product Schedule monthly maintenance and support charge, as the case may be, whether payable or not by a Department, for each succeeding two (2) hour period that said reasonable and competent assistance is not provided by Supplier.
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, unmatured, contingent, known or unknown, at law or in
equity, in any forum.

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

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

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

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

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

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

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

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

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

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

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

(s) State: The State of Connecticut.

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

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

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

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

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

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

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

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

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

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

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

22. Term. Contracts will remain in force for the full period specified in the Invitation to Bid or until:
   a. Terminated or Canceled 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 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.
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 reject or override systems or purchase open market, Systems and associated services shall constitute 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, nor delivered, nor 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 in substantial 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 shall 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 regarding any intellectual property rights, other proprietary rights of any person or entity, copyrighted or uncopyrighted compositions, secret processes, patented or unpatented inventions, articles or appliances furnished or used in the performance of the Contract. (b) The Contractor shall reimburse the State for any and all damages to the real or personal property of the State caused by the Acts of the Contractor or any Contractor Parties. The State shall give the Contractor reasonable notice of any such Claims. (c) The Contractor's duties under this section shall remain fully in effect and binding in accordance with the terms and conditions of the Contract, without being lessened or compromised in any way, even where the Contractor is alleged or is found to have merely contributed in part to the Acts giving rise to the Claims and/or where the State is alleged or is found to have contributed to the Acts giving rise to the Claims. (d) The Contractor shall carry and maintain at all times during the term of the Contract, and during the time that any provisions survive the term of the Contract, sufficient general liability insurance to satisfy its obligations under this section. The Contractor shall name the State as an additional insured on the policy. (e) The rights provided in this section for the benefit of the State shall encompass the recovery of attorneys' and other professionals' fees expended in pursuing a Claim against a third party.
This section shall survive the Termination, Cancellation or Expiration of the Contract, and shall not be limited by reason of any insurance coverage.

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

32. Contractor Guarantees. Contractor shall:

a. Perform fully under the Contract, the Invitation to Bid and the Bid in accordance with their terms.

b. Guarantee the Systems and, as applicable, Systems Properties, against defective material or workmanship and to repair any damage or marring occasioned in transit or, at the State's option, replace them;

c. Furnish adequate protection from damage for all work and to repair damage of any kind, for which its workers are responsible, to the premises, equipment Systems or System Properties, to the Contractor's work or that of Contractor Parties;

d. With respect to the provision of services, pay for all permits, licenses and fees and give all required or appropriate notices;

e. adhere to all contractual provisions ensuring the confidentiality of Records that the Contractor has access to and are exempt from disclosure under the State's Freedom of Information Act or other applicable law; and

f. Neither disclaim, exclude nor modify the implied warranties of fitness for a particular purpose or of merchantability.

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

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

34. Delivery.

(a) Any Systems delivered shall be standard new equipment, latest model, except as otherwise stated in the Invitation to Bid. Remanufactured, refurbished or reconditioned equipment may be accepted but only to the extent allowed under the Invitation to Bid. Where any part or nominal appurtenances of equipment are not described, it shall be understood that all equipment and appurtenances, which are usually provided in the manufacturer's stock model, shall be furnished.

(b) Delivery shall be made as ordered and in accordance with the Invitation to Bid. Unless otherwise specified in the Invitation to Bid, delivery shall be to a loading dock or receiving platform. The Contractor or Contractor's shipping designee shall be responsible for removal of Systems from the carrier and placement on the agency loading dock or receiving platform. State receiving personnel are not required to assist in this process. The decision of the CIO as to reasonable compliance with delivery terms shall be final and binding. The burden of proof of proper receipt of the order shall rest with the Contractor.

c. In order for the time of delivery to be extended, DOIT must first approve a request for extension from the time specified in the Contract, such extension applying only to the particular item or shipment.

d. Systems shall be securely and properly packed for shipment, according to accepted standard commercial practice, without extra charge for packing cases, baling or sacks. The containers shall remain the property of the State unless otherwise stated in the Bid.

(e) All risk of loss and damage to the Systems and Systems Properties transfers to the State upon Title vesting in the State.

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

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

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

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

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

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

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

(a) If they are entities, they are duly and validly existing under the laws of its state of organization and authorized to conduct business in the State of Connecticut in the manner contemplated by the Contract. Further, as appropriate, they have taken all necessary action to authorize the execution, delivery and performance of the Bid and the
Contract and have the power and authority to execute, deliver and perform their obligations under the Contract;

(b) they will comply with all applicable State and Federal laws and municipal ordinances in satisfying their obligations to the State under and pursuant to the Contract, including, but not limited to (1) Connecticut General Statutes Title 1, Chapter 10, concerning the State’s Codes of Ethics and (2) Titles 4a and 4d concerning State purchasing, including, but not limited to Sections 4a-60 and 4a-60a, concerning nondiscrimination, 22a-194a concerning the use of polystyrene foam, 4d-32 concerning subcontracts, 4d-34 concerning ownership rights and integrity of public records, 4d-35 concerning applicability of the Connecticut Freedom of Information Act, 4d-36 concerning nondisclosure of public records, 4d-37 concerning prohibition on selling, marketing or profiting from public records and 4d-38 concerning notice to DOIT for violation of certain laws;

(c) the execution, delivery and performance of the Contract will not violate, be in conflict with, result in a breach of or constitute (with or without due notice and/or lapse of time) a default under any of the following, as applicable: (1) any provision of law; (2) any order of any court or any Agencies; or (3) any indenture, agreement, document or other instrument to which it is a party or by which it may be bound;

(d) they are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal or state department or agency;

(e) as applicable, they have not, within the three years preceding the Contract, in any of their current or former jobs, been convicted of, or had a civil judgment rendered against them or against any person who would perform under the Contract, for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, state or local) transaction or contract. This includes, but is not limited to, violation of Federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

(f) they are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, state or local) with commission of any of the offenses listed above;

(g) they have not within the three years preceding the Contract had one or more public transactions (Federal, state or local) cancelled for cause or breach;

(h) they have not employed or retained any entity or person, other than a bona fide employee working solely for them, to solicit or secure the Contract and that they have not paid or agreed to pay any entity or person, other than a bona fide employee working solely for them, any fee, commission, percentage, brokerage fee, gifts, or any other consideration contingent upon or resulting from the award or making of the Contract or any assignments made in accordance with the terms of the Contract;

(i) to the best of their knowledge, there are no Claims involving the Bidder, Bidder Parties, Contractor or Contractor Parties that might reasonably be expected to materially adversely affect their businesses, operations, assets, properties, financial stability, business prospects or ability to perform fully under the Contract;

(j) they shall disclose annually on the anniversary date of the effective date of the Contract, any and all Claims involving the Contractor or Contractor Parties that might reasonably be expected to materially adversely affect their businesses, operations, assets, properties, financial stability, business prospects or ability to perform fully under the Contract;

(k) its participation in the Invitation to Bid process is not a conflict of interest or a breach of ethics under the provisions of Title 1, Chapter 10 of the Connecticut General Statutes concerning the State code of ethics;

(l) the Bid is not made in connection or concert with any other person, entity or Bidder, including any affiliate of the Bidder, submitting a Bid for the same Systems, and is in all respects fair and without collusion or fraud;

(m) it has not participated in any communications concerning the Invitation to Bid with any person or entity who submits a Bid, including, but not limited to, any manufacturers and/or dealers;

(n) it is able to perform under the Contract using its own resources or the resources of a party who is not a Bidder;

(o) each Systems or each developed, modified or remediated Systems delivered under the Contract shall: (1) accurately assess, present or exchange 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 subcontract 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, any manufacturers and/or dealers);

(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
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 affect DOIT's knowledge, any Claims involving the Contractor Parties that might reasonably be expected to materially affect its business, 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 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 the 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, sex, national origin, ancestry, age, 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 assure 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 the labor union or workers' 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
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 provide the Auditors of Public Accounts or the Attorney General under 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 (a) 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.

2. 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 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.

3. 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 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.

4. The contract 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.

5. The contractor shall notify DOIT in writing of any change in its certificate of incorporation, a change in more than a controlling interest in the ownership of the Contractor or a change in the individual(s) in charge of the performance to be completed under the Contract. This change shall not relieve the Contractor of any responsibility for the accuracy and completeness of the performance. DOIT, after receiving written notice by the Contractor of any such change, may require such agreements, releases and other instruments evidencing, to DOIT's satisfaction, that any individuals retiring or otherwise separating from the Contractor have been compensated in full or that provision has been made for compensation in full, for all work performed under terms of the Contract. The Contractor
shall deliver such documents to DOIT in accordance with the terms of DOIT's written request. DOIT may also require, and the Contractor shall deliver, a financial statement showing that solvency of the Contractor is maintained. The death of any Contractor Party, as applicable, shall not release the Contractor from the obligation to perform under the Contract; the surviving Contractor Parties, as appropriate, must continue to perform under the Contract until it is fully performed.

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

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

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

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

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

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

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

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

60. **Most Favored Nation.** The terms of all Systems and services in the Contract are equivalent to or better than those for comparable 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. According to 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 §1-216 of the Connecticut General Statutes. In accordance with this section, each contract in excess of two million five hundred thousand dollars between a public agency and a person for the performance of a governmental function shall (1) provide that the public agency is entitled to receive a copy of records and files related to the performance of the
governmental function, and (2) indicate that such records and files are subject to the Freedom of Information Act and may be disclosed by the public agency pursuant to the Freedom of Information Act. No request to inspect or copy such records or files shall be valid unless the request is made to the public agency in accordance with the Freedom of Information Act. Each request for information made by a person who is neither the holder of 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 statements. (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 dates 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 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 to the State, during the State’s business hours, the software, including its source code, if applicable, in good working order, readily capable of being maintained and modified, and housed in appropriately protective packaging or hardware to ensure delivery without damage. Concurrent with this delivery, the
Contractor shall also deliver all related operation manuals and other documentation in whatever form they exist and a list of all applicable passwords and security codes; and

(3) all Public Records, as defined in Conn. Gen. Stat. §4d-33, which the Contractor or Contractor Parties possess or create pursuant to the Contract, subcontract or amendment-- Unless a shorter period is necessary or appropriate to ensure compliance with subsection (a) above, in which case that shorter period shall apply, the Contractor shall deliver to the State, F.O.B. East Hartford, Connecticut or other State location which DOIT identifies, all Records and Public Records created or modified pursuant to the Contract, subcontract or amendment no later than the latter of (1) the time specified in the section in this Contract concerning Terminations 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.


(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
(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 13404 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 electronically 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 ensure 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
(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 states 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.

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


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 contactor 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:

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<tr>
<th>Contribution Date</th>
<th>Name of Contributor</th>
<th>Recipient</th>
<th>Value</th>
<th>Description</th>
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Lawful Campaign Contributions to Candidates for the General Assembly:

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<th>Contribution Date</th>
<th>Name of Contributor</th>
<th>Recipient</th>
<th>Value</th>
<th>Description</th>
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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 ___________________________

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

___________________________________  Dept. of Info. Tech
Printed Name (of above)  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.


__________________________________________    __________________________
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 of 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.
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 an 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 an 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.
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

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

__________________________            __________________________

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

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 duly formed and existing under the laws of ____________________________________.

Name of Entity

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/     Commission Expiration Date
Notary Public
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