



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

<b>BID NUMBER</b> <b>10ITZ0106</b>
<b>Purchasing Contact:</b> Marcie Wilson
<b>E-mail Address:</b> <a href="mailto:Marcie.Wilson@CT.gov">Marcie.Wilson@CT.gov</a>

SP-11 Rev. 01/09

**Invitation To Bid**  
*Specifications & Bid Documents Attached*

Bid Number: **10ITZ0106**

Bid Opening Date & Time: **Thursday, January 27, 2011 @ 2:00p.m.ET**

Bid Class/Sub-Class & Description: **5022- Telecommunications Billing and Management System**

Requesting Agency: **Department of Information Technology**

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

- This will be a 3 year contract award. (With an option to extend for 2 years)
- The vendor must confirm that they offer COTS, Hosted and Managed options with a consistent software platform. This is a pass/fail requirement. Bids that do not include all three of these options will be disqualified.
- All questions regarding this Invitation to Bid (ITB) must be submitted in writing via e-mail To Marcie Wilson at [Marcie.Wilson@ct.gov](mailto:Marcie.Wilson@ct.gov) Question deadlines for this bid are as follows:  
**Technical/Bid Specification questions: Tuesday, January 4, 2011 5:00 p.m. (ET)**  
**Administrative/Bid Process questions: Wednesday, January 5, 2011 at 5:00 p.m. (ET)**

**Note:**

When returning the **ORIGINAL, 4 COPIES and 1 electronic (MS Word) copy on a CD** of your bid response, use the mailing label format below on all sealed bid envelopes. (It has been perforated for your convenience)

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

**NOTICE TO VENDORS:**

Logon to:

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

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

**Return Bid To:**

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

Attn: Marcie Wilson, AFAO

**SEALED BID NO.: 10ITZ0106**

**NOT TO BE OPENED UNTIL:**

**Thursday, January 27<sup>th</sup>, 2011 @ 2:00 p.m. EST**

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

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



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<b>E-mail Address:</b> <a href="mailto:Marcie.Wilson@CT.gov">Marcie.Wilson@CT.gov</a>

SP-26 Rev. 01/09

## BID PROPOSAL

<b>BID NUMBER</b> <b>10ITZ0106</b>	<b>BID OPENING DATE</b> <b>Thurs. Jan. 27th, 2011</b>	<b>BID OPENING TIME</b> <b>2:00 PM (ET)</b>	<b>BID SURETY</b> <b>NONE</b>	<b>DATE ISSUED</b> <b>Dec. 8, 2010</b>
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DESCRIPTION: 5022- Telephone Billing and Management System	
COMMODITY CLASS /SUBCLASS: software	Agency Requisition Number(s): <b>ITD1557</b>
FOR: <b>Department of Information Technology</b> <b>101 East River Drive</b> <b>East Hartford, CT 06108</b>	TERM OF CONTRACT / DELIVERY DATE REQ'D: <i>3 year contract award with 2 year extension option</i>

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

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

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

### BIDDER INFORMATION SECTION

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

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

<b>BID NUMBER</b> <b>10ITZ0106</b>
<b>Purchasing Contact:</b> Marcie Wilson
<b>E-mail Address:</b> Marcie.Wilson@CT.gov

SP-16 Rev. 01/08  
 (Page 1 of 2)

## BID SCHEDULE

BID OPENING DATE Jan.27, 2011 @2:00PM ET	DELIVERY TIME A.R.O	PAYMENT TERMS Net 45 Days	CASH DISCOUNT % Days
<b>Page 1 OF 2</b>	BIDDER NAME		SSN or FEIN#
Payment terms are net 45 days. Pricing includes all transportation charges FOB state agency.			

**Department of Information Technology**  
 is soliciting bids for a  
**Telephone Billing and Management System**

Price to include all associated costs for software license, maintenance, support, training  
 Please *list any deviations* from the bid specifications along with a **Specification Sheet** of your Bid.

Item #	DESCRIPTION OF SERVICE	QTY	UNIT OF MEASURE	UNIT PRICE	TOTAL PRICE
	Please see Attachment 2 - Cost Sheets				

**Total \$** \_\_\_\_\_

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SP-16 – Rev. 01-09  
(Page 2 of 2)

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

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

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

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

Representative that will ***provide support***:

Name: \_\_\_\_\_

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

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

**Notes:**

1. Ensure you have read and understand the terms and conditions of this contract. Bidders must comply with the attached Standard & Special Bid and Contract Terms and Conditions, Standard Bid & Contract Terms & Conditions, and Agency Specifications
2. Ensure that you have attached your specification sheet that includes everything you are including in your bid and that you have listed any deviations of our specs. **Failure to submit a Specification Sheet will result in disqualification of your bid response.**
3. Any corrections must be initialed.
4. Send an **original, four (4) copies and 1 electronic microsoft word copy on a 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, January 27th, 2011 @ 2:00 p.m. (ET).**
5. The Equipment Maintenance Guarantee is included in the Invitation to Bid package. **This information must be supplied upon request of the Department of Information Technology at time of award and therefore, need not be submitted with the Bid response.**
6. Prices include equipment, installation of all software/cards/memory necessary, cables, delivery, and warrantee. All Hardware components and software must be installed and configured before delivery. Equipment must be Year 2000 compliant.

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

AFAO, [Marcie.Wilson@CT.gov](mailto:Marcie.Wilson@CT.gov)

-or-

Attn.: AFAO Marcie Wilson, Bid # **10ITZ0106**  
DOIT - Contract & Purchasing Division  
101 East River Drive  
East Hartford, CT 06108

# Table of Contents

1	Requirements and Deadlines for Questions and Responses .....	2
1.1	Questions.....	2
1.2	Bid Responses.....	2
1.2.1	Response Structure and Format .....	2
2	Introduction and Scope of ITB .....	3
2.1.1	Systems Development Methodology .....	3
2.1.2	Current Environment .....	4
2.2	Telecommunication Billing and Management System.....	5
2.2.1	Core-CT Description.....	6
2.2.1.1	CORE-CT Modules / Levels of Customization.....	7
2.3	Product and Service Availability .....	7
2.4	COTS, Hosted, and Managed Solution Options .....	7
2.4.1	Transition Plan and Timeframe .....	8
2.5	Requirements .....	8
2.5.1	Target Environment .....	10
2.5.2	Invoice Process .....	11
2.5.3	Dispute Management Process.....	14
2.5.4	Payment Approval Process .....	16
2.5.5	Order Process .....	18
2.5.6	Inventory Process.....	22
2.5.7	Administration .....	25
2.6	Connecticut Enterprise Technology Architecture.....	27
2.7	Connecticut Information Technology Policies .....	27
2.8	PeopleSoft Compatibility.....	27
2.9	Business Process Enhancement .....	27
2.10	Value-Added or Future-Use Options .....	27
2.10.1	Cost Savings and Optimization Recommendations.....	27
2.10.2	Additional System Capabilities.....	27
3	References: Existing Customers .....	27

Attachment 1: State of Connecticut Statutes

Attachment 2: Cost Sheets

Attachment 3: High Level Overview of the Current (TBMS) System

Attachment 4: Telephone Billing File Layout Required By Core-CT

Attachment 5: Current TBMS Access Rights

## 1 Requirements and Deadlines for Questions and Responses

This Invitation to Bid (ITB) outlines the information being solicited from vendors and includes guidelines for content and format of responses.

### 1.1 Questions

All technical questions must be in written form, submitted using electronic mail and addressed to [Marcie.Wilson@ct.gov](mailto:Marcie.Wilson@ct.gov) by January 4, 2011 @ 5:00 PM Eastern Standard Time. All administrative questions must be in written form, submitted using electronic mail and addressed to [Marcie.Wilson@ct.gov](mailto:Marcie.Wilson@ct.gov) by January 5, 2011 @ 5:00PM Eastern Standard Time. There will not be a vendor conference for this bid. It is the State's experience that prospective bidders express the majority of questions via email. All questions and answers will be posted to the State web site after the question closing date.

### 1.2 Bid Responses

All responses are due Thursday, January 27, 2011, no later than 2:00 PM Eastern Standard Time. **Late responses will not be considered.** The postal address for ITB responses is:

Ms. Marcie Wilson  
State of Connecticut  
Department of Information Technology (DOIT)  
101 East River Drive  
East Hartford, CT 06108

#### 1.2.1 Response Structure and Format

Parties desiring to respond to this ITB must do so in writing, providing one original, 4 hard copies and one electronic (MS Word) copy of the submitted response. All vendors responding to the ITB must provide contact information (name of contact, title, phone number, email, address). Responses will be reviewed and, depending on the results of that review, product/service demonstrations may be requested. Responses to this ITB will be used by the State to assess the viability of various solution alternatives. Well-organized and concise responses are encouraged in order to facilitate the State's assessment. Each section must be answered thoroughly, addressing all points. Responses must follow the same order as this ITB document and utilize the same section numbering system.

When responding to requirements listed in tables, make sure to clearly reference the Requirement Number (Req #) in any additional descriptive responses. The Req # in each of the tables is coded as follows:

RM – Reports, Mandatory

RO – Reports, Optional and Preferable

IM – Invoice Process Requirement, Mandatory

IO – Invoice Process Requirement, Optional and Preferable

DM – Dispute Management Process Requirement, Mandatory

PM – Payment Approval Process Requirement, Mandatory

OM – Order Process Requirement, Mandatory

OO – Order Process Requirement, Optional and Preferable

NM – Inventory Process Requirement, Mandatory

AM – Administration/General Requirement, Mandatory

AO – Administration/General Requirement, Optional and Preferable

## 2 Introduction and Scope of ITB

The State of Connecticut intends to replace its existing Telecommunications Billing and Management System (TBMS). The State has conducted a Request for Information (RFI) process, reviewed available options, and determined that the best course of action is to issue this ITB. Through the research resulting from the RFI, the best solution would allow the State the flexibility to have multiple solution options at its disposal on an ongoing basis in order to allow the best option to be used initially and at any future time. This will serve the State well whenever resource availability or application needs vary. The research resulting from the RFI indicated that there are multiple providers in the marketplace that utilize a consistent software platform for commercial off the shelf software (COTS), Hosted, or Managed options. The State intends to select only providers that offer all three of these options with a consistent software platform. The State reserves the right to contact bidders for clarification, and in some cases may require a product demonstration in order to confirm that the system functionality meets State requirements.

Factors to be considered include:

- Response to Mandatory Requirements
- Response to Optional and Preferable Items
- Response to attached Cost Sheets
- Experience and capabilities of the provider
- Technical capabilities of the product or service
- Timeframe to implement a product or service
- Ability and timeframe for conversion of data, including historical data
- Knowledge transfer/training
- Ability for DOIT to change solution options (COTS, Hosted, and Managed) without negatively impacting users or operations.

### 2.1.1 Systems Development Methodology

[According to the Governor's Executive Order 19](#), the State of Connecticut requires all Executive Branch agencies to follow the System Development Methodology for IT projects.

## 2.1.2 Current Environment

DOIT currently serves as the central telecommunications contracting, ordering and billing service provider to most State agencies. The Judicial and Legislative branches of government, as well as the constituent units of The Department of Higher Education, have purchasing autonomy that allows those organizations to contract for telecommunications services on their own without DOIT involvement, but they do have the option of choosing to obtain services and billing through DOIT. This varies on an ongoing basis, service-by-service, and agencies may be created or merge over time. The tables below illustrate this. Those in the left column with an asterisk do utilize TBMS, but have some independent authority that they can exercise.

Entities Required to Utilize DOIT TBMS	Entities with IT Purchasing Flexibility
Administrative Services, Department of	Academic Awards, Board for State / Charter Oak College
Agricultural Experiment Station, The Connecticut	African American Affairs Commission (Legislative Branch)
Agriculture, Department of	Auditors of Public Accounts (Legislative Branch)
Attorney General, Office of the*	Capitol Child Development Center (Legislative Branch)
Banking, Department of	Commission on Children (Legislative Branch)
Child Advocate, Office of the	Community College, Asnuntuck
Children and Families, Department of	Community College, Capital
Claims Commissioner, Office of the	Community College, Housatonic
Comptroller, Office of the State*	Community College, Gateway
Consumer Counsel, Office of	Community College, Manchester
Consumer Protection, Department of	Community College, Middlesex
Correction, Department of	Community College, Naugatuck Valley
Correctional Industries	Community College, Northwestern Connecticut
County Sheriffs	Community College, Norwalk
Criminal Justice, Division of	Community College, Quinebaug Valley
Culture and Tourism, CT Commission on	Community College, Three Rivers
Deaf and Hearing Impaired, Commission on the	Community College, Tunxis
Developmental Services, Department of	Community College, Board of Trustees
Economic and Community Development, Department of	Connecticut Development Authority
Education, Department of	Connecticut Innovations, Inc.
Education and Services for the Blind, Board of	Connecticut Lottery Corporation
Elections Enforcement Commission, State	Connecticut State University, Board of Trustees
Employment Security Division, Department of Labor	Connecticut State University, Central
Environmental Protection, Department of	Connecticut State University, Eastern
Environmental Quality, Council on	Connecticut State University, Southern
Ethics Commission, State	Connecticut State University, Western
Fire Prevention and Control, Commission on	Judicial Branch
Firearms Permit Examiners, Board of	Legislative Branch
Freedom of Information Commission	Latino and Puerto Rican Affairs, Commission on (Legislative Branch)
Governor's Office	Permanent Commission on the Status of Women (Legislative Branch)
Health Care Access, Office of	Probate Court Administration (Judicial Branch)
Higher Education, Department of	Public Defender Services, Division of (Judicial Branch)
Human Rights and Opportunities, Commission on	University of Connecticut
Information Technology, Department of	University of Connecticut Health Center
Insurance, Department of	
Judicial Review Council	
Judicial Selection Commission	
Labor, Department of	
Library, Connecticut State	
Lieutenant Governor, Office of the	



<b>Entities Required to Utilize DOIT TBMS</b>
Medical Examiner, Office of the Chief
Mental Health and Addiction Services, Department of
Military Department
Motor Vehicles, Department of
Parole, Board of
Police Officer Standards and Training Council
Policy and Management, Office of
Properties Review Board, State
Protection and Advocacy for Persons with Disabilities, Office of
Psychiatric Security Review Board
Public Health, Department of
Public Safety, Department of
Public Utility Control, Department of
Public Works, Department of
Revenue Services, Department of
Secretary of the State, Office of *
Siting Council, Connecticut
Social Services, Department of
Soldiers', Sailors', and Marines' Fund
Special Revenue, Division of
Teachers' Retirement Board
Transportation, Department of
Treasurer, Office of the State*
Veterans' Affairs, Department of
Workers' Compensation Commission

For additional information on Connecticut state government and its agencies, refer to <http://www.ct.gov/>

## 2.2 Telecommunication Billing and Management System

DOIT's Telecommunications Billing and Management System (TBMS) originally consisted of a number of Cobol programs, written in the late 1970's for a Unisys Mainframe, and was later converted, in the early 1990's, to VAX Basic and now runs on a DEC VAX. Through the system, state agencies are able to place orders and download monthly, vendor specific and consolidated bills. The State of Connecticut currently employs approximately 50,000 employees. Through TBMS, DOIT is able to:

1. Receive billing data from it's contracted vendors in various file formats
2. Maintain telephone number/circuit master files and agency account information as well as storing historical data from 1992 to present
3. Allocate shared network services
4. Receive telecommunications service requests from agencies, assign a tracking number and send it to the vendor
5. Produce agency monthly network services bills in a combined and individual vendor format
6. Create monthly charges by agency accounts for input into the State's accounting system, where this information is used to charge the agency account and make payment to vendors.
7. The current system has 600 concurrent business users (throughout 100 state agencies / business offices which control Telecomm acquisitions).
8. Processes 300 transactions per month (service request and orders)
9. The DOIT TBMS System processes 23 million dollars per year in telecomm expenses.
10. Total data size including archived and current data equals 12 GB, with a yearly growth rate of 1 GB.

There are many manual processes that must be done outside of the TBMS system including, receipt and payment of telecommunications equipment invoices and non-electronic network vendor invoices and contract rate verification. TBMS contains no inventory module.

### **2.2.1 Core-CT Description**

Payment information is produced from TBMS data and submitted to CORE-CT, which is the State of Connecticut's PeopleSoft implementation (see Attachment 4 for file layouts required by Core-CT).

Core-CT is the State's enterprise-wide integrated financial, human resource and payroll system. The system's financial modules are used to perform the following functions in all executive branch agencies – purchasing, eProcurement, accounts payable, accounts receivable, billing, asset management, inventory management, general ledger, commitment control and financial reporting, as well as to manage capital projects and bill for appropriate reimbursements. There are approximately 5,000 State employees engaged in performing these functions using Core-CT.

The Human Resource Management System (HRMS) modules of the system are used to conduct the following functions in all executive branch agencies – human resources, time and attendance, benefits administration, and to pay all State employees in all three branches of government and in the State's institutions of higher education. There are approximately 3,000 State employees engaged in performing these functions along with another 6,500 employees who directly enter their time and attendance data into Core-CT each pay period.

The EPM application provides approximately 80 Financial and HR reporting tables and 70 staging tables from which end users can query using the EPM PS Query tool. The reporting tables are based on information from over 300 other Financial and HR staging tables. Data is extracted, transformed and loaded on a nightly basis via a combination of materialized views and table views using custom Ascential Data Stage ETL maps (150+). There are approximately 3,800 statewide users with access to EPM with over 10,000 private and public queries run at various intervals over the last fiscal year.

See Attachment 4 for additional information pertaining to Core-CT.

### 2.2.1.1 CORE-CT Modules / Levels of Customization

Product	Module	Level of Customization
Catalog Management Version 8.9 PeopleTools 8.49	Cohera Catalog Management System	Extensive
Financials Version 8.9 PeopleTools 8.49	General Ledger	Moderate
	Accounts Receivable	Extensive
	Commitment Control	Minimal
	Payables	Moderate
	Vendor File	Moderate
	Asset Management	Moderate
	Project Costing	Minimal
	Customer Contracts	Minimal
	Billing	Moderate
	Purchasing	Extensive
	Inventory	Minimal
	eProcurement	Extensive
	Supplier Portal	Minimal
Vendor Self Service	Minimal	
HRMS Version 8.9 PeopleTools 8.49	Human Resources	Extensive
	Payroll for North America	Moderate
	Benefits Administration	Moderate
	Time and Labor	Extensive
	eRecruit	Minimal
	ePay	Moderate
	Enterprise Learning	Minimal
Portal Version 9.0 PeopleTools 8.49	Enterprise Portal	Minimal
EPM Version 9.0 PeopleTools 8.49	Enterprise Warehouse	Extensive
	Ascential DataStage 7.52.	Extensive
UPK Version 3.6.1	All Modules	None, but content is customized.

### 2.3 Product and Service Availability

Bidders must confirm that the system and service capabilities described in response to this ITB are generally available in the marketplace as of the date that responses are due. Explain any exceptions.

### 2.4 COTS, Hosted, and Managed Solution Options

The bidder must confirm that they offer COTS, Hosted and Managed options with a consistent software platform. This is a pass/fail requirement.

The bidder must describe and provide cost details about the differences, benefits, and detriments contrasting purchase, implementation, and ongoing use of the COTS, Hosted, and Managed options. Describe what would be required, including all costs, for the State to convert among the three system options (COTS, Hosted, and Managed) after implementing any of these as the initially chosen option. The bidder must identify the quantity and qualifications of State staff resources that would be needed to operate and manage each of the three options. Complete Attachment 2 “Cost Sheets” for each solution, including “Quantity and Qualifications of State Staff Resources” for each selected solution. Cost sheets must be clearly identified and bound separately.

## 2.4.1 Transition Plan and Timeframe

Bidders must include a detailed project plan with calendar dates to implement each of the options (COTS, Hosted, and Managed). The plan should address timeframe from contract award to system implementation; historical data conversion; initial payments to vendors; and bill processing to agencies. Describe how a transition to their service or system would be accomplished without adversely affecting the existing billing function, delaying payments to telecommunications vendors or causing the State to incur additional costs.

## 2.5 Requirements

Tables below require yes/no answers and more detailed responses as applicable. Some requirements listed request explanations, descriptions, or samples. If no additional information is requested, a yes/no response will be sufficient.

Req #	Requirement Description	Comply?		Vendor Response
		Yes	No	
	<b>Reports</b>			
RM1	The system must include reports and graphs to illustrate cancellation of any services or equipment versus removal of charges. Provide samples.	<input type="checkbox"/>	<input type="checkbox"/>	
RM2	The system must include reports and graphs to illustrate items reported as lost, unused services or any unresolved issues. Provide samples.	<input type="checkbox"/>	<input type="checkbox"/>	
RM3	The system must include reports and graphs to summarize overbilled items and items misbilled to an agency for specific periods. Provide samples.	<input type="checkbox"/>	<input type="checkbox"/>	
RM4	The system must provide fraud or misuse notifications in accordance with policy parameters. Provide examples.	<input type="checkbox"/>	<input type="checkbox"/>	
RM5	The system must provide analysis of contracted wireless plans against billed usage for each account, with recommendations when a different contracted plan would prove more cost effective. Provide samples.	<input type="checkbox"/>	<input type="checkbox"/>	
RM6	The system must provide the ability to execute operations with minimal manual intervention through automated e-mail alerting and reporting capability for routine tasks. Explain.	<input type="checkbox"/>	<input type="checkbox"/>	
RM7	The system must provide ability for storage of historical billing, usage details, payment information and invoicing data for auditing and analysis purposes. Explain.	<input type="checkbox"/>	<input type="checkbox"/>	
RM8	The system must provide advanced search capability such as matching leading characters, date range, by category or location. Explain.	<input type="checkbox"/>	<input type="checkbox"/>	
RM9	The system must provide standard management reports and ad hoc reporting on transactions, utilization and assets by product, date range, vendor, agency, or other parameters, providing agency and statewide views; enhancing contract negotiations and service implementation capability. Explain.	<input type="checkbox"/>	<input type="checkbox"/>	
RM10	The system must provide metrics and statistics for planning and analysis at agency and statewide levels. Explain.	<input type="checkbox"/>	<input type="checkbox"/>	
RM11	The system must provide statewide reports assuring compliance with contracted installation intervals for monthly review with service providers. Explain.	<input type="checkbox"/>	<input type="checkbox"/>	

RM12	The system must provide statewide reports on repair activity, identifying chronic outages and compliance with contracted response times for monthly review with service providers. Explain.	<input type="checkbox"/>	<input type="checkbox"/>	
RM13	The system must be able to track warranty on state-owned equipment using serial number, part number and expiration date. Explain.	<input type="checkbox"/>	<input type="checkbox"/>	
RM14	The system must provide billing reports to each agency monthly or as requested. Provide samples.	<input type="checkbox"/>	<input type="checkbox"/>	
RM15	The system must include comprehensive query and reporting capability based on data such as name, agency, service, equipment, telephone number, date range, and vendor for tracking of system user activity, including approvals, orders, payments, inquiries, and other system functions. Explain.	<input type="checkbox"/>	<input type="checkbox"/>	
RM16	The system must include reports and graphs to illustrate chargeback comparison by period indicated. Provide samples.	<input type="checkbox"/>	<input type="checkbox"/>	
RM17	The system must include reports and graphs to illustrate usage of service at statewide and agency levels. Provide samples.	<input type="checkbox"/>	<input type="checkbox"/>	
RM18	The system must include reports and graphs to illustrate monthly/yearly cost of each type of network service, including long distance, cell phone, toll-free, air card, calling card, blackberry, landlines, international, directory assistance, internet and DSL. Provide samples.	<input type="checkbox"/>	<input type="checkbox"/>	
RM19	The system must include comparisons of current and selected periods of spending with that of the previous year or other selected periods for each vendor, agency, and service type. Provide samples.	<input type="checkbox"/>	<input type="checkbox"/>	
RM20	Provide samples of all standard reports available within the system.	<input type="checkbox"/>	<input type="checkbox"/>	
RM21	The system must provide cost allocation reports. Provide samples.	<input type="checkbox"/>	<input type="checkbox"/>	
RO22	Provide examples of reports that identify cost savings opportunities.	<input type="checkbox"/>	<input type="checkbox"/>	
RO23	Provide examples of reports that include value recommendations (recommended use of one service versus another).	<input type="checkbox"/>	<input type="checkbox"/>	
RM24	The system must provide variance reports. Provide samples.	<input type="checkbox"/>	<input type="checkbox"/>	
RM25	Indicate whether there are options for system users to create ad hoc reports. Describe the reporting capability of the system in detail and provide examples.	<input type="checkbox"/>	<input type="checkbox"/>	
RM26	The system must host web-based billing detail and reports for access by DOIT and State agencies. Provide examples.	<input type="checkbox"/>	<input type="checkbox"/>	
RM27	Confirm that the system will perform the functions in this section without customization. If any customization is required, include any cost for this in the "Cost" sheets in Attachment 2.	<input type="checkbox"/>	<input type="checkbox"/>	
RM28	Confirm that there are no exceptions, additional options, additional costs, third party software or sub-contractors needed to accomplish the functions in this section. Include any cost for this in the "Cost" sheets in Attachment 2.	<input type="checkbox"/>	<input type="checkbox"/>	

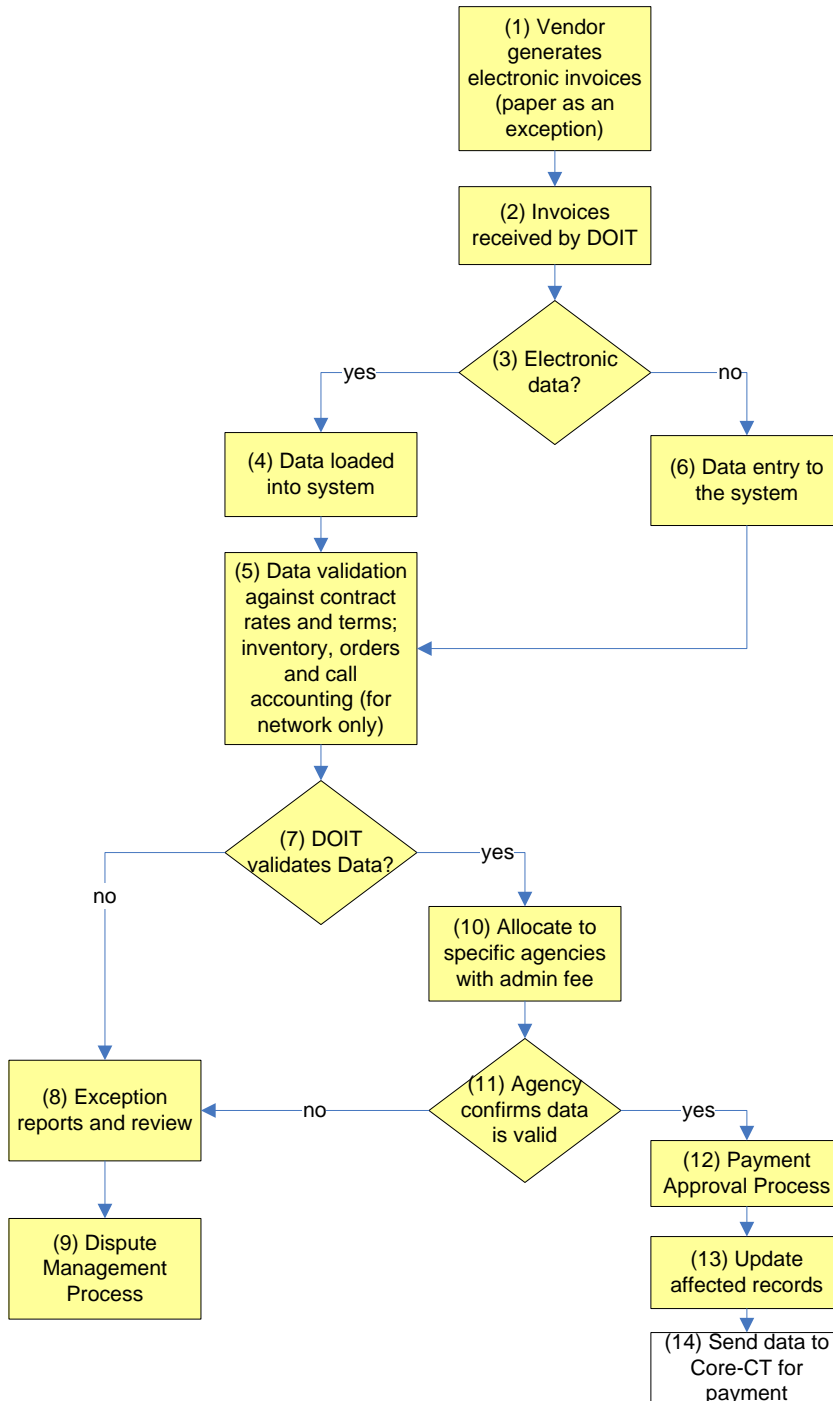
## **2.5.1 Target Environment**

The following diagrams, the business flow explanations, and other business requirements provide a high level overview of our target environment. The logical flow of the new system does not necessarily have to follow the specifics of the diagrams below, but must accomplish the desired business controls.

## 2.5.2 Invoice Process

### Invoice Process

Boxes with background color refer to TEM system functions; boxes with no background color refer to CORE-CT system.



The diagram represents a high level overview of our target environment. The logical flow of the new system does not necessarily have to follow the specifics of the diagram, but must accomplish the desired business controls. All the numbers in parenthesis in the diagram above do not necessarily reflect the sequence of the flow but rather they are there to make a reference to, if any questions arise.

Req #	Requirement Description	Comply?		Vendor Response
		Yes	No	
	<b>Invoice Process Requirements</b>			
IM1	The state will require vendors to submit data electronically. The system must accommodate electronic formats as well as manual data entry on an exception basis. Explain how the system accommodates both of these.	<input type="checkbox"/>	<input type="checkbox"/>	
IM2	Data must be validated against contract rates and terms; inventory and orders; and call accounting data. Explain how the system accomplishes these functions.	<input type="checkbox"/>	<input type="checkbox"/>	
IM3	Confirm that the system allocates bills to multiple agencies. Explain.	<input type="checkbox"/>	<input type="checkbox"/>	
IM4	Confirm that the system can add administrative fees to the bill. Explain.	<input type="checkbox"/>	<input type="checkbox"/>	
IM5	Confirm that invalid data generates exception reports. Explain.	<input type="checkbox"/>	<input type="checkbox"/>	
IM6	Confirm that exceptions are included in Dispute Management. Provide examples.	<input type="checkbox"/>	<input type="checkbox"/>	
IM7	Confirm that the invoice process includes validation of monthly recurring invoices. Explain how this is accomplished.	<input type="checkbox"/>	<input type="checkbox"/>	
IM8	The invoice process must include identification of any missing invoices. Explain how this is accomplished.	<input type="checkbox"/>	<input type="checkbox"/>	
IM9	The invoice process must include invoice retention. Explain how this is accomplished and recommended timeframes.	<input type="checkbox"/>	<input type="checkbox"/>	
IM10	Payment must be made within 45 days of properly executed invoices, in accordance with Connecticut General Statutes Title 4a Chapter 58, Sections 4a-71, 4a-72 and 4a-73 (see Attachment 1). Describe typical processing timeframes and the ability to accomplish this.	<input type="checkbox"/>	<input type="checkbox"/>	
IM11	The invoice process must address delays due to untimely bill receipts. Explain how this will impact operations; whether all bills must be received in order to process the statewide allocation to agencies; or whether bills may be received on an irregular basis without affecting the statewide bill allocation.	<input type="checkbox"/>	<input type="checkbox"/>	
IM12	Invoices must properly identify each state agency and identify shared/pooled services that will be allocated by the system. Describe this capability.	<input type="checkbox"/>	<input type="checkbox"/>	
IM13	The system must interface with telephone systems and in-place call accounting systems from various vendors, access and utilize call accounting buffer devices, and integrate call accounting data with billing information and reports. Describe this capability.	<input type="checkbox"/>	<input type="checkbox"/>	
IM14	Confirm that the system utilizes a web-based user interface. Describe and provide samples.	<input type="checkbox"/>	<input type="checkbox"/>	
IM15	Confirm that the system has the ability to add new providers as contract needs change. Provide samples.	<input type="checkbox"/>	<input type="checkbox"/>	
IM16	Confirm that the system allocates costs to agencies and subdivisions within agencies. Describe this capability from an enterprise perspective as well as from an agency, department, or individual user perspective.	<input type="checkbox"/>	<input type="checkbox"/>	

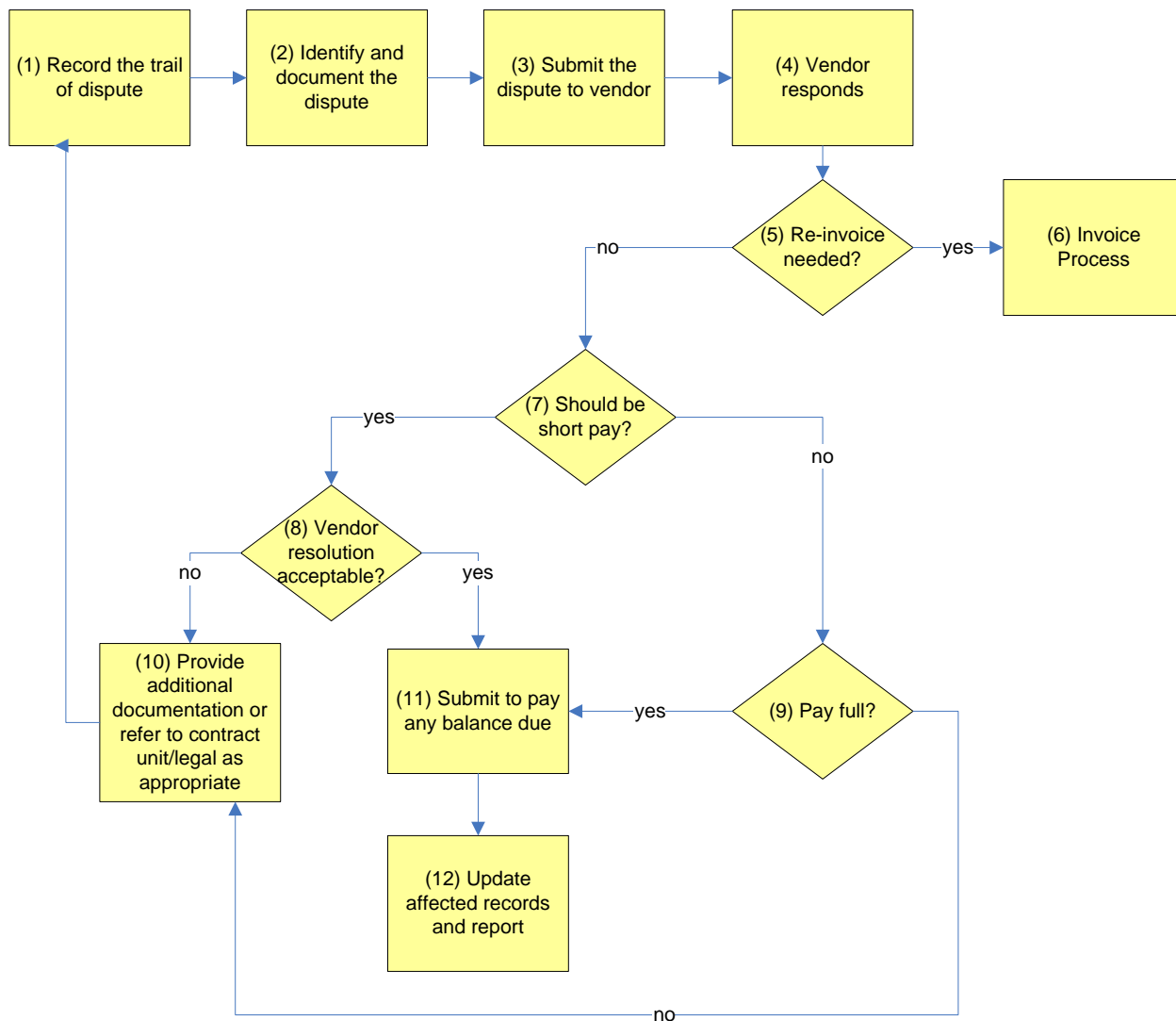


IM17	The system must have the ability to allocate pooled costs among multiple agencies or users. Describe options for this.	<input type="checkbox"/>	<input type="checkbox"/>	
IM18	The system must have the capability to allow agencies to certify the accuracy of the bills, in accordance with Connecticut General Statutes, Title 3, Chapter 34, Section 3-117 (see Attachment 1). Describe typical processing timeframes, the ability to accomplish this, and opportunities to improve this process to allow agencies to certify their bill prior to payments being made to product/service providers.	<input type="checkbox"/>	<input type="checkbox"/>	
IO19	Confirm that your system can perform the functions in the diagram above (excluding Core-CT functions). Explain.	<input type="checkbox"/>	<input type="checkbox"/>	
IO20	Confirm that no customization of the system is required to perform the functions in this section or in the diagram above (excluding Core-CT functions). Include any cost for this in the "Cost" sheets in Attachment 2.	<input type="checkbox"/>	<input type="checkbox"/>	
IM21	Confirm that there are no exceptions, additional options, additional costs, third party software or sub-contractors needed to accomplish the functions in this section. Include any cost for this in the "Cost" sheets in Attachment 2.	<input type="checkbox"/>	<input type="checkbox"/>	
IM22	The system must be able to consolidate multiple vendors' telecommunications invoices onto a single bill to each State agency.	<input type="checkbox"/>	<input type="checkbox"/>	
IM23	The system must allow the State to process payments to telecommunications vendors through CORE-CT. Explain.	<input type="checkbox"/>	<input type="checkbox"/>	
IM24	The system must electronically accept, log, and track all invoices, credits, refunds, commissions and other billing-related activity.	<input type="checkbox"/>	<input type="checkbox"/>	
IM25	The system must analyze and reconcile invoices to ensure accuracy and consistency with contracted rates and services and the in-place inventory of products and services.	<input type="checkbox"/>	<input type="checkbox"/>	
IM26	The system must be able to remove incorrect charges such as taxes, ancillary charges, installation charges or other overcharges that should be waived.	<input type="checkbox"/>	<input type="checkbox"/>	
IM27	The system must validate that services ordered to be removed are removed from the State bill on the correct dates.	<input type="checkbox"/>	<input type="checkbox"/>	
IM28	The system must allocate costs across State agencies for services dedicated to a single agency and for services shared by multiple agencies.	<input type="checkbox"/>	<input type="checkbox"/>	
IM29	The system must provide validated payment lists to DOIT.	<input type="checkbox"/>	<input type="checkbox"/>	
IM30	Indicate whether the product will identify billing errors and provide tools for resolution.	<input type="checkbox"/>	<input type="checkbox"/>	
IM31	The system must have the ability to process each invoice billing independently for each vendor as needed.	<input type="checkbox"/>	<input type="checkbox"/>	

### 2.5.3 Dispute Management Process

#### Dispute Management Process

Boxes with background color refer to TEM system functions; boxes with no background color refer to CORE-CT system.



The diagram represents a high level overview of our target environment. The logical flow of the new system does not necessarily have to follow the specifics of the diagram, but must accomplish the desired business controls. All the numbers in parenthesis in the diagram above do not necessarily reflect the sequence of the flow but rather they are there to make a reference to, if any questions arise.

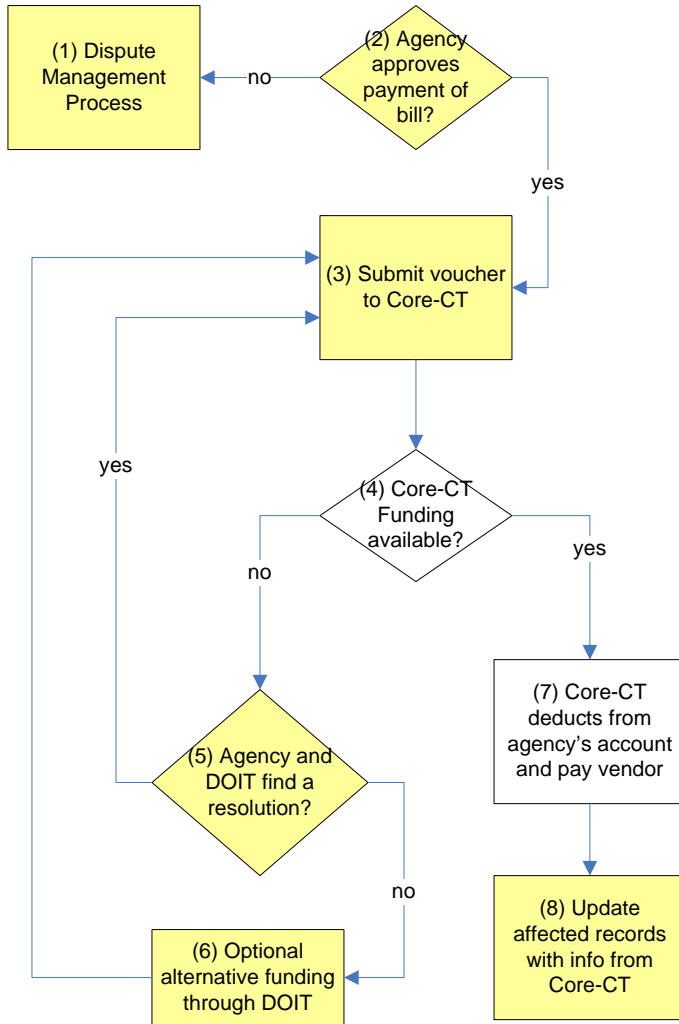
Req #	Requirement Description	Comply?		Vendor Response
		Yes	No	
	<b>Dispute Management</b>			
DM1	Bidders must confirm and describe how the system will identify and document disputes before submitting them to a vendor, in compliance with <u>Connecticut General Statutes, Title 4a, Chapter 58, Sections 4a-71, 4a-72 and 4a-73</u> (Attachment 1).	<input type="checkbox"/>	<input type="checkbox"/>	

DM2	Bidders must confirm that the system has the ability to process corrected invoices and explain how the process works.	<input type="checkbox"/>	<input type="checkbox"/>	
DM3	Confirm that all disputes are recorded and the status reflected in the Dispute Management process. Explain how the system accomplishes this.	<input type="checkbox"/>	<input type="checkbox"/>	
DM4	Dispute status and status reports must be available to involved parties. Provide examples.	<input type="checkbox"/>	<input type="checkbox"/>	
DM5	The system must include an automatic notification of dispute status and escalation.	<input type="checkbox"/>	<input type="checkbox"/>	
DM6	Confirm that the system performs the functions in the diagram above (excluding Core-CT functions). Explain.	<input type="checkbox"/>	<input type="checkbox"/>	
DM7	Dispute management must include aging reports of payables, payments, credits, status and resolution.	<input type="checkbox"/>	<input type="checkbox"/>	
DM8	The system must be in compliance with <u>Connecticut General Statutes, Title 4a, Chapter 58, Sections 4a-71, 4a-72 and 4a-73 (Attachment 1)</u> . Describe typical processing timeframes and the ability to accomplish this.	<input type="checkbox"/>	<input type="checkbox"/>	
DM9	Confirm that no customization of the system is required to perform the functions in this section or in the diagram above (excluding Core-CT functions). Include any cost for this in the "Cost" sheets in Attachment 2.	<input type="checkbox"/>	<input type="checkbox"/>	
DM10	Confirm that there are no exceptions, additional options, additional costs, third party software or sub-contractors needed to accomplish the functions in this section. Include any cost for this in the "Cost" sheets in Attachment 2.	<input type="checkbox"/>	<input type="checkbox"/>	
DM11	The system must identify billing credits and refunds due. Describe how the system accomplishes this.	<input type="checkbox"/>	<input type="checkbox"/>	

## 2.5.4 Payment Approval Process

### Payment Approval Process

Boxes with background color refer to TEM system functions; boxes with no background color refer to CORE-CT system.



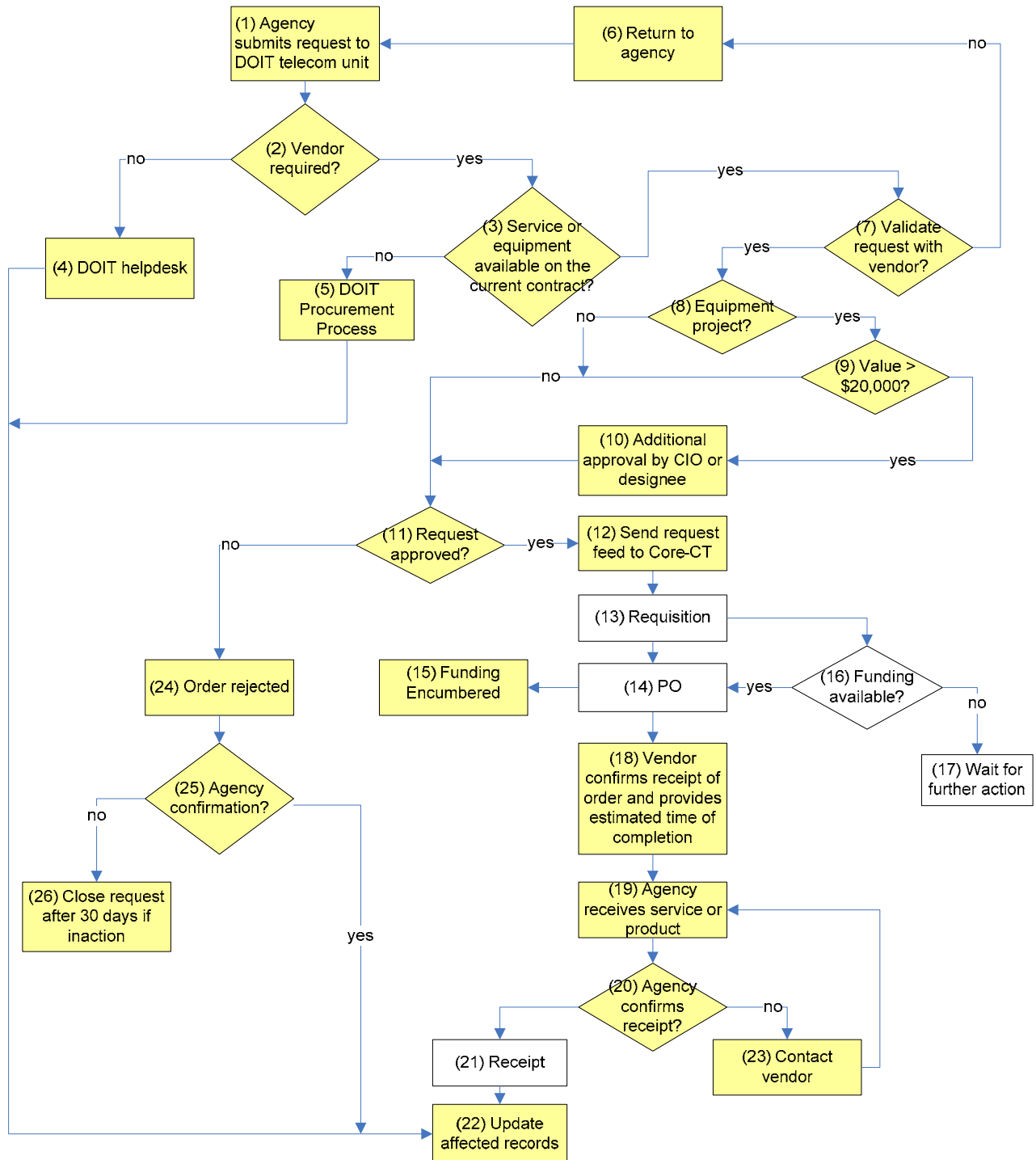
The diagram represents a high level overview of our target environment. The logical flow of the new system does not necessarily have to follow the specifics of the diagram, but must accomplish the desired business controls. All the numbers in parenthesis in the diagram above do not necessarily reflect the sequence of the flow but rather they are there to make a reference to, if any questions arise.

Req #	Requirement Description	Comply?		Vendor Response
		Yes	No	
	<b>Payment Approval</b>			
PM1	Confirm that the system allows agencies to approve their bill prior to payment and for DOIT to submit a voucher to Core-CT for payment. Describe the details and timeframe for this process.	<input type="checkbox"/>	<input type="checkbox"/>	
PM2	Confirm that the system has the ability to interface with Core-CT to improve sharing of information about payment status, if desired. Describe.	<input type="checkbox"/>	<input type="checkbox"/>	
PM3	Confirm that the system performs the functions in the diagram above (excluding Core-CT functions). Explain.	<input type="checkbox"/>	<input type="checkbox"/>	
PM4	Confirm that no customization of the system is required to perform the functions in this section or in the diagram above (excluding Core-CT functions). Include any cost for this in the "Cost" sheets in Attachment 2.	<input type="checkbox"/>	<input type="checkbox"/>	
PM5	Confirm that there are no exceptions, additional options, additional costs, third party software or sub-contractors needed to accomplish the functions in this section. Include any cost for this in the "Cost" sheets in Attachment 2.	<input type="checkbox"/>	<input type="checkbox"/>	

## **2.5.5 Order Process**

**Order Process**

Boxes with background color refer to TEM system functions; boxes with no background color refer to CORE-CT system.



The diagram represents a high level overview of our target environment. The logical flow of the new system does not necessarily have to follow the specifics of the diagram, but must accomplish the desired business controls. All the numbers in parenthesis in the diagram above do not necessarily reflect the sequence of the flow but rather they are there to make a reference to, if any questions arise.

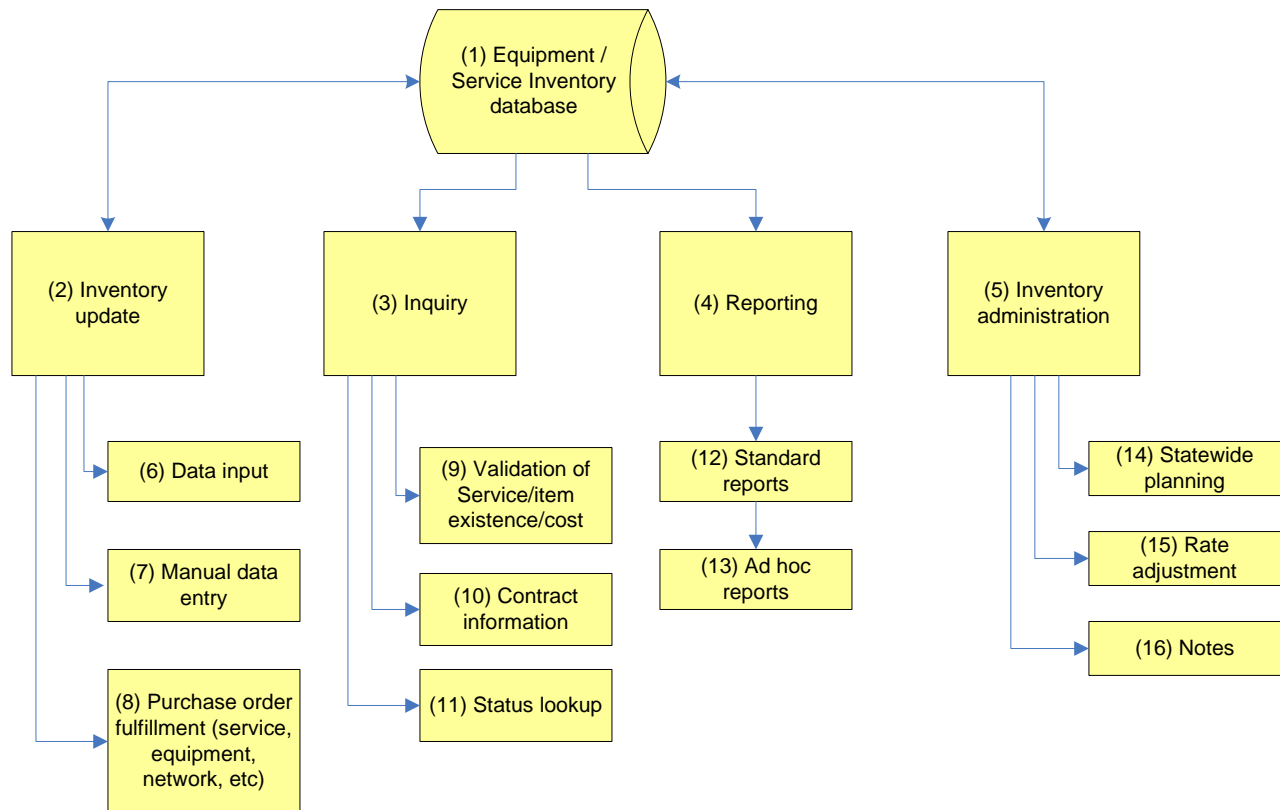
Req #	Requirement Description	Comply?		Vendor Response
		Yes	No	
	<b>Order</b>			
OM1	Contract information must be contained in the new system. Orders must be verified against components and costs in current contracts. Explain how the system accomplishes this.	<input type="checkbox"/>	<input type="checkbox"/>	
OM2	Confirm that the system can accommodate State of Connecticut monetary approval thresholds that must be followed. Explain how your system can incorporate a workflow process to obtain the approvals.	<input type="checkbox"/>	<input type="checkbox"/>	
OM3	Orders for service or equipment must be electronically tracked and procurement status must be reflected throughout the process. Explain how the system accomplishes this.	<input type="checkbox"/>	<input type="checkbox"/>	
OM4	Confirm that that an order can be tracked as status is changed within the system. Explain how the system accomplishes this.	<input type="checkbox"/>	<input type="checkbox"/>	
OM5	For orders that are not approved, the system must provide notification back to the submitting agency; confirmation from agencies; updating of records; closing of records; and must address inaction by agencies after a certain period of time. Explain how the system accomplishes this.	<input type="checkbox"/>	<input type="checkbox"/>	
OM6	The system must allow the vendor receiving an order to confirm receipt of the order and to provide an estimated time of completion. Explain how the system accomplishes this.	<input type="checkbox"/>	<input type="checkbox"/>	
OM7	The system must allow an agency receiving a service or product to confirm receipt and update the status within the system. Explain how the system accomplishes this.	<input type="checkbox"/>	<input type="checkbox"/>	
008	Bidders should confirm that the system accommodates and displays status of approved requests for which funding is not available. Explain how the system accomplishes this.	<input type="checkbox"/>	<input type="checkbox"/>	
OM9	The system must track and display status for service request transactions from all State agencies, confirming conformance with contract and billing requirements. Explain how the system accomplishes this.	<input type="checkbox"/>	<input type="checkbox"/>	
0010	The system should provide real time tracking of service request status. Explain how the system accomplishes this.	<input type="checkbox"/>	<input type="checkbox"/>	
0011	The system should track workflow and status with automatic escalation and notification of orders and any changes of status outside of service levels. Explain how the system accomplishes this.	<input type="checkbox"/>	<input type="checkbox"/>	
OM12	The system must provide standard and ad-hoc reporting on service requests. Explain how the system accomplishes this.	<input type="checkbox"/>	<input type="checkbox"/>	
OM13	The system must provide standard input format for key data elements. For example, naming conventions for street address information must be consistent across inventory, ordering, and billing components of the system, so that data input errors do not occur due to multiple inputs. Explain how the system accomplishes this.	<input type="checkbox"/>	<input type="checkbox"/>	
0014	Bidders should confirm that the system can maintain and provide a database feed with building/floor/room location information for each telephone number to provide database updates for 911PS/ALI. Explain.	<input type="checkbox"/>	<input type="checkbox"/>	



0015	Where practical, the system should utilize context-sensitive forms with mandatory fields and drop-down menus, allowing only entry of contracted items. Explain how the system accomplishes this.	<input type="checkbox"/>	<input type="checkbox"/>	
0016	Bidders should confirm that the system integrates with Core-CT for vendor and agency information, ordering, payment, inventory and account coding. It is not expected that the system will initially be set up to do this, but the State is interested in this for the future.	<input type="checkbox"/>	<input type="checkbox"/>	
OM17	The system must be able to track repair orders and integrate with inventory and warranty/maintenance information. Explain how the system accomplishes this.	<input type="checkbox"/>	<input type="checkbox"/>	
OM18	The system must be able to identify serial numbers and/or part numbers to determine billable/non-billable repairs (covered by warranty/maintenance) integrated with bill validation. Explain how the system accomplishes this.	<input type="checkbox"/>	<input type="checkbox"/>	
OM19	The system must allow authorized agency personnel to enter off-hours repair activities. Notification of the request or status of such activities must be provided automatically to the DOIT telecom unit and vendors. Explain how the system accomplishes this.	<input type="checkbox"/>	<input type="checkbox"/>	
OM20	The system must have the ability for agencies to check status of repair progress online. Explain how the system accomplishes this.	<input type="checkbox"/>	<input type="checkbox"/>	
OM21	The system must provide automated notification of repair entries and status, including resolution, as it becomes available. Explain how the system accomplishes this.	<input type="checkbox"/>	<input type="checkbox"/>	
OM22	Confirm that no customization of the system is required to perform the functions in this section or in the diagram above (excluding Core-CT functions). Include any cost for this in the "Cost" sheets in Attachment 2.	<input type="checkbox"/>	<input type="checkbox"/>	
OM23	Confirm that there are no exceptions, additional options, additional costs, third party software or sub-contractors needed to accomplish the functions in this section. Include any cost for this in the "Cost" sheets in Attachment 2.	<input type="checkbox"/>	<input type="checkbox"/>	
OM24	Indicate whether the product will facilitate self-service billing and order status inquiries by agencies, service providers and by other system users.	<input type="checkbox"/>	<input type="checkbox"/>	

## 2.5.6 Inventory Process

### Inventory Process



The diagram represents a high level overview of our target environment. The logical flow of the new system does not necessarily have to follow the specifics of the diagram, but must accomplish the desired business controls. All the numbers in parenthesis in the diagram above do not necessarily reflect the sequence of the flow but rather they are there to make a reference to, if any questions arise.

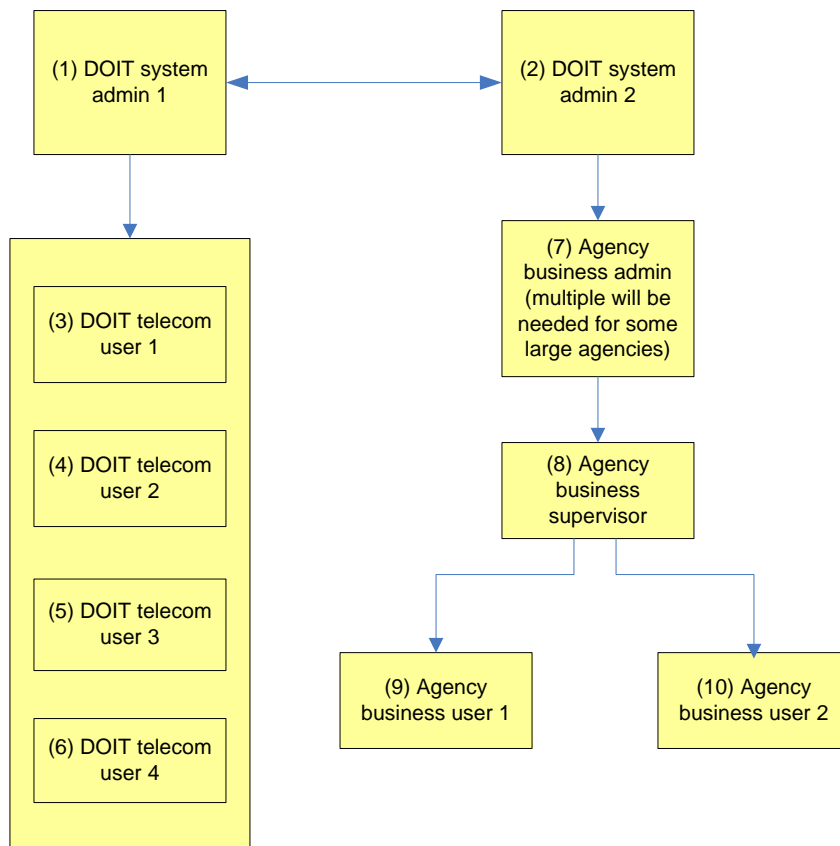
Req #	Requirement Description	Comply?		Vendor Response
		Yes	No	
	<b>Inventory</b>			
NM1	Contract information must be contained in the new system. Orders must be verified against components and costs in current contracts. Explain how the system accomplishes this.	<input type="checkbox"/>	<input type="checkbox"/>	
NM2	The system must include the following components: inventory update, inquiry, reporting, and inventory administration. Explain how the system automatically updates all the affected records.	<input type="checkbox"/>	<input type="checkbox"/>	
NM3	Inventory update must include: data input, manual data entry and order fulfillment (service, equipment, and network). Explain the system accomplishes all these.	<input type="checkbox"/>	<input type="checkbox"/>	
NM4	Inquiry must include: validation of service, item existence, part number, cost, contract information, data ranges and status lookup. Explain how the system accomplishes this.	<input type="checkbox"/>	<input type="checkbox"/>	
NO5	Inventory administration should facilitate statewide planning, rate adjustments, standard reports and role assignment. Explain how each of these functions is accomplished.	<input type="checkbox"/>	<input type="checkbox"/>	

NM6	Inventory of installed products and services must be able to integrate with ordering processes for one-time and recurring product purchases including telephone systems, telephone lines, trunk facilities, data circuits, wireless devices, and all telecommunications products and services. Explain each of these functions.	<input type="checkbox"/>	<input type="checkbox"/>	
NM7	Inventory must be usable at statewide and agency levels, including data such as installation location, date put into service, warranty/maintenance status, timestamp of most recent update, and other pertinent parameters on a real time basis. Explain inventory structure and expandability with custom fields.	<input type="checkbox"/>	<input type="checkbox"/>	
NM8	The system must be able to identify spare capacity on existing systems, facilitating re-use of components across agencies. Explain this function in detail.	<input type="checkbox"/>	<input type="checkbox"/>	
NM9	The system must be able to maintain and update customer agency locations, contact information and system user authorization. Explain how the system maintains these profiles.	<input type="checkbox"/>	<input type="checkbox"/>	
NM10	Costs for contract rates and items ordered must be automatically calculated. Explain this function in detail. Serial number, warranty information, and part numbers of telecommunications assets must be associated with specific locations and agencies as part of the inventory system. Explain.	<input type="checkbox"/>	<input type="checkbox"/>	
NM11	Standard and customized inventory reports are required from statewide, agency, location, and vendor levels. Provide samples.	<input type="checkbox"/>	<input type="checkbox"/>	
NM12	The system must include comparisons of current and selected periods of spending with that of the previous year(s) or other selected periods for each vendor, agency, and service type. Provide samples.	<input type="checkbox"/>	<input type="checkbox"/>	
NM13	The system must include reports and graphs to illustrate monthly/yearly cost of each type of service, including long distance, cell phone, toll-free services, air card, calling card, blackberry, landline phone, international, and directory assistance. Provide samples.	<input type="checkbox"/>	<input type="checkbox"/>	
NM14	The system must include reports and graphs to illustrate usage of service at statewide, agency, location, and vendor levels by period indicated. Provide samples.	<input type="checkbox"/>	<input type="checkbox"/>	
NM15	The system must include reports and graphs to illustrate chargeback comparison by period indicated. Provide samples.	<input type="checkbox"/>	<input type="checkbox"/>	
NM16	The system must include reports and graphs to illustrate cancellation of any services or equipments versus removal of charges by period indicated. Provide samples.	<input type="checkbox"/>	<input type="checkbox"/>	
NM17	The system must include reports and graphs to illustrate items reported as lost, unused services or any unresolved issues by period indicated. Provide samples.	<input type="checkbox"/>	<input type="checkbox"/>	
NM18	The system must include reports and graphs to summarize ordering activities by agency, vendor and product/service for specific periods. Provide samples.	<input type="checkbox"/>	<input type="checkbox"/>	
NM19	The system must include reports and graphs to summarize overbilled items and items misbilled by agency for specific periods. Provide samples.	<input type="checkbox"/>	<input type="checkbox"/>	

NM20	The system must provide fraud or misuse notifications in accordance with policy parameters. Provide examples.	<input type="checkbox"/>	<input type="checkbox"/>	
NM21	The system must provide the ability to execute operations with minimal manual intervention through automated e-mail alerting and reporting capability for routine tasks. Explain.	<input type="checkbox"/>	<input type="checkbox"/>	
NM22	The system must provide the ability for storage of historical billing, usage details, payment information and invoicing data for auditing and analysis purposes. Explain.	<input type="checkbox"/>	<input type="checkbox"/>	
NM23	The system must provide advanced search capability. Explain.	<input type="checkbox"/>	<input type="checkbox"/>	
NM24	The system must provide standard management reports and ad hoc reporting on transactions, utilization and assets by product, date range, vendor, agency, or other parameters, providing agency and statewide views; enhancing contract negotiations and service implementation capability. Explain.	<input type="checkbox"/>	<input type="checkbox"/>	
NM25	The system must provide metrics and statistics for planning and analysis at agency and statewide levels. Explain.	<input type="checkbox"/>	<input type="checkbox"/>	
NM26	The system must provide statewide reports assuring compliance with contracted installation intervals for monthly review with service providers. Explain.	<input type="checkbox"/>	<input type="checkbox"/>	
NM27	The system must provide statewide reports on repair activity, identifying chronic outages and compliance with contracted response times for monthly review with service providers. Explain.	<input type="checkbox"/>	<input type="checkbox"/>	
NM28	The system must be able to track warranty on replaced components using serial number, part number and expiration date. Explain.	<input type="checkbox"/>	<input type="checkbox"/>	
NM29	The system must provide billing reports for each agency for the period indicated. Provide samples.	<input type="checkbox"/>	<input type="checkbox"/>	
NM30	Bidders must confirm that the system can perform the functions in the diagram above (excluding Core-CT functions). Explain.	<input type="checkbox"/>	<input type="checkbox"/>	
NM31	Confirm that no customization of the system is required to perform the functions in this section or in the diagram above (excluding Core-CT functions). Include any cost for this in the "Cost" sheets in Attachment 2.	<input type="checkbox"/>	<input type="checkbox"/>	
NM32	Confirm that there are no exceptions, additional options, additional costs, third party software or sub-contractors needed to accomplish the functions in this section. Include any cost for this in the "Cost" sheets in Attachment 2.	<input type="checkbox"/>	<input type="checkbox"/>	
NM33	The system must provide analysis of contracted wireless plans against billed usage for each account, with recommendations when a different contracted plan would prove more cost effective. Provide samples.	<input type="checkbox"/>	<input type="checkbox"/>	

## 2.5.7 Administration

### Role Administration



The diagram represents a high level overview of our target environment. The logical flow of the new system does not necessarily have to follow the specifics of the diagram, but must accomplish the desired business controls. All the numbers in parenthesis in the diagram above do not necessarily reflect the sequence of the flow but rather they are there to make a reference to, if any questions arise.

Req #	Requirement Description	Comply?		Vendor Response
		Yes	No	
	<b>Administration/General</b>			
AM1	The system must provide system security to maintain user accounts to allow workflow processing and multi-tiered structured access to users of the application with various levels of access. Explain.	<input type="checkbox"/>	<input type="checkbox"/>	
AM2	The system must have status tracking and audit trail for all transactions in process and for those completed. Explain.	<input type="checkbox"/>	<input type="checkbox"/>	
AM3	The system must be user-friendly with content-sensitive help, user interface updated as services and system needs evolve (400+ users). Explain.	<input type="checkbox"/>	<input type="checkbox"/>	
AM4	The system must have the capability to maintain and update customer agency locations, contact information and system user authorization. Explain.	<input type="checkbox"/>	<input type="checkbox"/>	

AM5	<p>The system must have a user-friendly interface to handle role-based authentication setup with at least the following levels. Explain levels and limits of the number of roles in your system.</p> <ul style="list-style-type: none"> <li>➤ DOIT system admin 1</li> <li>➤ DOIT system admin 2</li> <li>➤ DOIT telecom user 1</li> <li>➤ DOIT telecom user 2</li> <li>➤ DOIT telecom user 3</li> <li>➤ DOIT telecom user 4</li> <li>➤ Agency business admin (multiple admin will be needed for some large agencies)</li> <li>➤ Agency business supervisor 1</li> <li>➤ Agency business user 1</li> <li>➤ Agency business user 2</li> </ul>	<input type="checkbox"/>	<input type="checkbox"/>	
AM6	Online assistance must be available for all system functions. Describe this capability.	<input type="checkbox"/>	<input type="checkbox"/>	
AO7	Confirm that a data conversion process will be performed upon system implementation. Describe all options.	<input type="checkbox"/>	<input type="checkbox"/>	
AM8	Confirm that no customization of the system is required to perform the functions in this section or in the diagram above (excluding Core-CT functions). Include any cost for this in the “Cost” sheets in Attachment 2.	<input type="checkbox"/>	<input type="checkbox"/>	
AM9	Confirm that there are no exceptions, additional options, additional costs, third party software or sub-contractors needed to accomplish the functions in this section. Include any cost for this in the “Cost” sheets in Attachment 2.	<input type="checkbox"/>	<input type="checkbox"/>	
AM10	Confirm that the system has a capability for accessibility for users with disabilities. Explain.	<input type="checkbox"/>	<input type="checkbox"/>	
AM11	Confirm that the system has the ability to provide data related to freedom of information requests. Explain.	<input type="checkbox"/>	<input type="checkbox"/>	
AM12	Confirm that the systems configuration and administrative requirements can be performed by the State, if desired. Explain the requirements.	<input type="checkbox"/>	<input type="checkbox"/>	
AM13	Bidders must confirm that periodic system releases and upgrades can be accomplished by the bidder. Describe which can be performed by the State. Explain all initial and ongoing software license requirements.	<input type="checkbox"/>	<input type="checkbox"/>	
AM14	Confirm that the system has disaster recovery capabilities. Explain.	<input type="checkbox"/>	<input type="checkbox"/>	
AM15	COTS, hosted and managed service options must maintain confidentiality of State data. Describe this capability in detail.	<input type="checkbox"/>	<input type="checkbox"/>	
AO16	The vendor should have the ability to convert 4 years of archived data (billing and inventory). Describe the data conversion process and any implication/cost of retaining additional years of data.	<input type="checkbox"/>	<input type="checkbox"/>	
AM17	All transactions must be tracked and status reflected. Describe the system audit trail capabilities for access and transactions.	<input type="checkbox"/>	<input type="checkbox"/>	

## 2.6 Connecticut Enterprise Technology Architecture

Application software must comply with the State of Connecticut Enterprise Technology Architecture (CTEA-TA). The bidder should describe the systems application and technical architecture and security features. Describe in detail the database platform, system language, system and hardware requirements. Provide a full description of the system architecture.

## 2.7 Connecticut Information Technology Policies

Vendor must comply with [the State Information Technology policies](#) as applicable.

## 2.8 PeopleSoft Compatibility

Bidders must describe their capability to interface with PeopleSoft. Include references, as part of Section 3, of at least two organizations of similar size and complexity as the State where this has been accomplished and how it was accomplished. Describe any problems encountered and how these were remedied, as well as opportunities for enhanced operations that resulted from this interface. The State may not initially implement the system with integration to PeopleSoft but may desire the capability for future use.

## 2.9 Business Process Enhancement

Describe how existing business processes may be revised and enhanced as part of the implementation. The selected bidder must lead and document facilitated sessions with the Telecomm Expense Management Team. The end result will be a documented re-engineering and optimization of telecommunications processes. Current state statutes (see attachments) provide direction pertaining to telecommunications functions, but changes to these may be possible if a new approach improves the efficiency and/or integrity of telecommunications operations.

## 2.10 Value-Added or Future-Use Options

### 2.10.1 Cost Savings and Optimization Recommendations

Provide a full description of the company's capability to provide ongoing recommendations for telecommunications cost savings and optimization of services. The State may choose to separately obtain telecommunications cost recovery services, but may desire to have the successful bidder to this ITB provide ongoing recommendations. Provide pricing for the categories of recommendations listed in the "Cost" sheets in Attachment 2.

### 2.10.2 Additional System Capabilities

Provide a full description of additional system capabilities that the State might choose to implement initially or at a later date. This might include call accounting, buffer devices, system modules to facilitate cable management, help desk or other telecommunications management functions, or any other product or service within the scope of this bid that the State might choose to purchase during the term of this contract. Provide pricing for the categories of recommendations listed in the "Cost" sheets in Attachment 2.

## 3 References: Existing Customers

The bidder must provide at least three references similar in size to the State of Connecticut, who have transitioned their billing operations to the bidder's system or service. For each reference, the bidder must provide:

- The reference organization's name
- Contact person name
- Address
- Telephone number
- Electronic mail address
- A brief description of the services provided

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<b>BID NUMBER</b> <b>10ITZ0106</b>
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<b>E-mail Address:</b> Marcie.Wilson@CT.gov

SP-14 Rev. 11/09  
 (Page 1 of 4)

**BIDDER'S STATEMENT OF QUALIFICATIONS**

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

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

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

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

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

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

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

**References:**

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

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

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

*(Attach additional sheets if necessary)*



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SP-14 Rev. 11/09  
 (Page 2 of 4)

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

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

*(Attach additional sheets if necessary)*

**Resident Bidders Section**

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

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

YES                       NO

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

YES                       NO

If Yes, List Connecticut Business Address:

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

YES                       NO

**Political Sub-Divisions Section**

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

YES                       NO

YES – subject to requirements listed below

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

**STATE OF CONNECTICUT**  
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SP-14 Rev. 11/09  
(Page 3 of 4)

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

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

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

Copies of violations are attached  None Received

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

**Bidder Debarment and/or Suspension Section**

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

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

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

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

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

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

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<b>BID NUMBER</b> <b>10ITZ0106</b>
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SP-14 Rev. 11/09  
(Page 4 of 4)

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:** \_\_\_\_\_ *(Corporation Seal)*  
*Date Signed* *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.

**STATE OF CONNECTICUT**  
**DEPARTMENT OF INFORMATION TECHNOLOGY**  
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SP-34 Rev. 01/09  
(Page 1 of 5)

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

**NOTIFICATION TO BIDDERS**

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

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

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

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

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**INSTRUCTIONS AND OTHER INFORMATION**

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

**1) Definition of Small Contractor**

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

**STATE OF CONNECTICUT**  
**DEPARTMENT OF INFORMATION TECHNOLOGY**  
**CONTRACTS & PURCHASING DIVISION**  
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SP-34 Rev. 01/09  
 (Page 2 of 5)

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

<p><b>MANAGEMENT:</b> 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.</p> <p><b>BUSINESS AND FINANCIAL OPERATIONS:</b> 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.</p> <p><b>COMPUTER SPECIALISTS:</b> 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</p> <p><b>ARCHITECTURE AND ENGINEERING:</b> 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.</p> <p><b>OFFICE AND ADMINISTRATIVE SUPPORT:</b> All clerical-type work is included in this category. These jobs involve the preparing, transcribing, and preserving of written communications and records; collecting accounts; gathering and distributing information; operating office machines and electronic data processing equipment; and distributing mail. Job titles listed in this category include telephone operators, payroll clerks, bill and account collectors, customer service representatives, files clerks, dispatchers, shipping clerks, secretaries and administrative assistants, computer operators, mail clerks, and stock clerks.</p>	<p><b>BUILDING AND GROUNDS CLEANING AND MAINTENANCE:</b> 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.</p> <p><b>CONSTRUCTION AND EXTRACTION:</b> 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..</p> <p><b>INSTALLATION, MAINTENANCE AND REPAIR:</b> Occupations involving the installation, maintenance, and repair of equipment are included in this group. Examples of job titles found here are heating, ac, and refrigeration mechanics and installers; telecommunication line installers and repairers; heavy vehicle and mobile equipment service technicians and mechanics; small engine mechanics; security and fire alarm systems installers; electric/electronic repair, industrial, utility and transportation equipment; millwrights; riggers; and manufactured building and mobile home installers. First line supervisors, foremen, and helpers for these jobs are also included in the category.</p> <p><b>MATERIAL MOVING WORKERS:</b> 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.</p>
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SP-34 Rev. 01/09  
 (Page 3 of 5)

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

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

**PART I - BIDDER INFORMATION**

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

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

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

**STATE OF CONNECTICUT**  
**DEPARTMENT OF INFORMATION TECHNOLOGY**  
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**SP-34 Rev. 01/09**  
**(Page 4 of 5)**

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

**PART III - BIDDER SUBCONTRACTING PRACTICES**

1. Will the work of this contract include subcontractors or suppliers? Yes\_\_ No\_\_

1a. If yes, please list all subcontractors and suppliers and report if they are a small contractor and/or a minority business enterprise. (defined on page 1 / use additional sheet if necessary)

1b. Will the work of this contract require additional subcontractors or suppliers other than those identified in 1a. above? Yes\_\_ No\_\_

**PART IV - BIDDER EMPLOYMENT INFORMATION**

**DATE:** \_\_\_\_\_

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



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**SP-34 Rev. 01/09**  
**(Page 5 of 5)**

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

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

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

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

<b>BID NUMBER</b> <b>10ITZ0106</b>
<b>Purchasing Contact:</b> Marcie Wilson
<b>E-mail Address:</b> Marcie.Wilson@CT.gov

**SPECIAL TERMS AND CONDITIONS**  
(Page 1 of 3)

**SPECIAL TERMS AND CONDITIONS**

1. Bidders must supply their earliest guaranteed delivery time (A.R.O.) and be specific.
2. Bidders must include all ancillary costs associated with the acquisition of a product or service in their bid. Failure to include specific reference to an applicable cost will be interpreted as that cost being included in the product or service price.
3. Bidders must be able, at the State's option, to demonstrate any/all proposed hardware/software products. Any required benchmark demonstration must be provided at a site approved by the State and without cost to the State.
4. Bidders must certify that their bid is good for the term of the contract award.
5. Bidders agree to accept purchase orders for additional quantities beyond that specified in this document for a period of 6 months after an award unless further extended by mutual consent or equipment is no longer available.
6. The State reserves the right to request complete documentation for any item proposed. Failure to provide said documentation upon request might result in disqualification from an award.
7. **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.



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**SPECIAL TERMS AND CONDITIONS**

**(Page 2 of 3)**

The word “voting security” means a security that confers upon the holder the right to vote for the election of members of the board of directors or similar governing body of the business, or that is convertible into, or entitles the holder to receive, upon its exercise, a security that confers such a right to vote. “Voting security” includes a general partnership interest. The Contractor represents and warrants that each of its Affiliates has vested in the Contractor plenary authority to so bind the Affiliates in any agreement with the State of Connecticut. The Contractor on its own behalf and on behalf of its Affiliates shall also provide, no later than 30 days after receiving a request by the State’s contracting authority, such information as the State may require to ensure, in the State’s sole determination, compliance with the provisions of Chapter 219 of the Connecticut General Statutes, including, but not limited to, §12-411b.

9. Bidders must bid on all new equipment only.
10. Bidders cannot substitute for a manufacturer's installed components.
11. Bidders must list maintenance cost for hardware and software, if applicable. In describing your company's maintenance plans include: location of support center and guaranteed response times. Any award for said maintenance would be at the option of the state.

**12. SUPPLIER DIVERSITY PROVISION**

Pursuant to Connecticut General Statute 4a-60g, State Agencies are required to set-aside at least twenty-five percent (25%) of all contracts available for the purchase of goods and services from certified small business. It is the intent of the State to identify Set Aside vendor(s) as part of this Invitation to Bid. Please note that certified businesses must provide with their response a copy of their current certificate from the Department of Administrative Services Supplier Diversity Program. Certified Connecticut Small Business enterprises are those businesses who hold a current certificate from the State of Connecticut’s Department of Administrative Services Supplier Diversity Program. For more information on this program and if your company might qualify, go to:

[http://www.das.state.ct.us/Purchase/New\\_PurchHome/busopp\\_template.asp?F\\_ID=25](http://www.das.state.ct.us/Purchase/New_PurchHome/busopp_template.asp?F_ID=25)

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

**14. LICENSE OF PRODUCTS**

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

- 1) Department Installation Site and Contact Person;
- 2) Desired Delivery Date;
- 3) Identity of this Agreement by Reference Number and Product Schedule;
- 4) Product Number, Description and Quantity;



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- 5) License Term, Applicable Rate and Quantity Extensions;
- 6) Installation and Other One-Time Charge Rate(s) (If Applicable); and
- 7) Desired Maintenance and/or Support and Rate (If Applicable).

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

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

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

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

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

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

## **15. DEPARTMENT TRAINING**

Supplier shall provide such pre-installation and post-installation Product compatibility system surveys, consultation, reference manuals and on-site operational training as to facilitate proper installation and operation of all Products. Additional Supplier assistance, if requested by a Department, shall be furnished at Department expense at the then applicable Supplier prices for such services as stated in the applicable Purchase Order.

## **16. DELIVERY, INSTALLATION & DEINSTALLATION**

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

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

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



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**17. CONFIDENTIALITY; NONDISCLOSURE**

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

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

c. Supplier hereby agrees that:

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

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

**18. 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.



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

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

## 19. WARRANTIES

a. Supplier hereby warrants its ownership and/or marketing rights to the Products. Unless stated otherwise in an Attachment, Supplier hereby warrants that a Product installed by Supplier, or installed by a Department in accordance with Supplier's instructions, shall function according to the Specifications on the Acceptance Date for such Product, and that Supplier shall modify and/or replace such Product as necessary to maintain ongoing Product reliability according to Section 16. MAINTENANCE & SUPPORT. This latter warranty shall not apply to any Product deficiency caused by maintenance by a person other than the Supplier or its representative.

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

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

### Termination of a lump-sum payment perpetual license

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

- 1st - 12th month - 75% of license fee paid to be refunded
- 13th - 24th month - 50% of license fee paid to be refunded
- 25th - 36th month - 25% of license fee paid to be refunded





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37th month and over - No refund

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

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

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

16. Personal computers, notebook computers and monitors must support (be compliant with) VESA DPMS and should support a minimum of three energy saving or operational modes: normal, standby and low power.
17. The Bidder must ship all personal computers, notebook computers, monitors, and desktop printers with the Energy Star low power feature activated or enabled.
18. All Systems MUST be DMI 2.0 Compliant with appropriate BIOS extensions, wired for Management WFM 2.0, remote wake on LAN capable, multiple remote boot protocol supported.



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

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

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

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

- (a) **Agency:** Any office, department, board, council, commission, institution or other agency of the State.
- (b) **Alternate Bids:** Bids submitted in addition to the bidder's primary response to the invitation to bid. Such bids are intended to act as an alternative to the primary bid or be exchanged for, take the place of, replace or substitute for the primary bid should such primary bid be rejected.
- (c) **Bid:** An offer submitted in response to an Invitation to Bid.
- (d) **Bidder:** As defined in Section 4a-50, Chapter 58 of the Connecticut General Statutes, and as it may be modified, a person, firm or corporation submitting a competitive bid in response to a solicitation.
- (e) **Bidder Parties:** A Bidder's members, directors, officers, shareholders, partners, managers, principal officers, representatives, agents, servants, consultants, employees or any one of them or any other person or entity with whom the Bidder is in privity of oral or written contract and the Bidder intends for such other person or entity to perform under the Contract in any capacity.
- (f) **Cancellation:** An end to the Contract effected pursuant to a right which the Contract creates due to a breach.
- (g) **Claims:** All actions, suits, claims, demands, investigations and proceedings of any kind, open, pending or threatened, whether mature, 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



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

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

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

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

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

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

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

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

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

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

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

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

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

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

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





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<b>BID NUMBER</b> <b>10ITZ0106</b>
<b>Purchasing Contact:</b> Marcie Wilson
<b>E-mail Address:</b> Marcie.Wilson@CT.gov

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

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

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

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

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

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

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

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

**23. Assignment.** The Contractor shall not assign any of its rights or obligations under the Contract, voluntarily or otherwise, in any manner without the prior written consent of DOIT. DOIT may void any purported assignment in violation of this section and to declare the Contractor in breach of Contract. If the Contractor assigns its rights or obligations under the Contract without the consent of DOIT, DOIT may Cancel the Contract in accordance with the Termination, Cancellation and Expiration section of these Terms and Conditions, effective as of

the assignment's occurrence or such other time as DOIT specifies in the Cancellation notice. Any Cancellation is without prejudice to DOIT's rights or possible Claims.

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

- Notwithstanding any provisions in the Invitation to Bid, including these Terms and Conditions, DOIT's Chief Information Officer ("CIO"), or the CIO's designee, may Terminate or Cancel the Contract whenever the CIO makes a written determination that such Termination or Cancellation is in the best interests of the State. DOIT shall notify the Contractor in writing of Termination or Cancellation pursuant to this section, which notice shall specify the effective date of Termination or Cancellation and the extent to which the Contractor must complete performance under the Contract prior to such date.
- The CIO shall send the notice of Termination or Cancellation via registered mail, return receipt requested, to the Contractor at the most current address which the Contractor has furnished to the State for purposes of correspondence, or by hand delivery. Upon receiving such notice from the State, the Contractor shall immediately discontinue all services and take all actions affected in accordance with the notice, undertake all commercially reasonable efforts to mitigate any losses or damages, and deliver to the State all Records. The Records are deemed to be the property of the State and the Contractor shall deliver them to DOIT no later than thirty (30) days after the Termination, Cancellation or Expiration of the Contract or fifteen (15) days after the Contractor receives a written request from the State for the Records. The Contractor shall deliver those Records that exist in electronic, magnetic or other intangible form in a non-proprietary format, such as, but not limited to, ASCEE or .TXT.
- Upon receipt of a written notice of Termination or Cancellation from the State, the Contractor shall cease operations as directed by the State in the notice, and take all actions that are necessary or appropriate, or that the State may reasonably direct, for the protection and preservation of the Systems, Systems Properties and any other property. Except for any work which DOIT directs the Bidder to perform in the notice prior to the effective date of Termination or Cancellation, and except as otherwise provided in the notice, the Contractor shall terminate or conclude all existing subcontracts and purchase orders and shall not enter into any further subcontracts, purchase orders or commitments.
- In the case of any Termination or Cancellation, the State shall, within forty-five (45) days of the effective date of Termination or Cancellation, reimburse the Contractor for its performance rendered and accepted by the State in accordance with the compensation provisions of the Contract, in addition to all actual and reasonable costs incurred after Termination or Cancellation in completing those portions of the performance which the Contractor was required to complete by the notice. However, the Contractor is not entitled to receive and the State is not obligated to tender to the Contractor any payments for anticipated or lost profits. Upon request by the State, the Contractor shall assign to the State, or any replacement contractor which the State designates, all subcontracts, purchase orders and other commitments, deliver to the State all Records and other information pertaining to its performance, and remove from State premises, whether leased or owned, all such equipment, waste material and rubbish related to its performance as the State may request.
- For breach or violation of any of the provisions in the section of these Terms and Conditions concerning Representations and
- Warranties, the State may Cancel the Contract in accordance with its terms and revoke any consents to assignments given as if the 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



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further rights or obligations to any other party, except with respect to the sections which survive Termination, Cancellation or Expiration of the Contract. All representations, warranties, agreements and rights of the parties under the Contract shall survive such Termination, Cancellation or Expiration to the extent not otherwise limited in the Contract and without each one of them having to be specifically mentioned in the Contract.

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

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

**26. Waiver.**

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

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

delivered which are substandard in quality, subject to an adjustment in price to be determined by DOIT.

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

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

**30. Indemnification.**

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

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



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

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

- 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 specifically stated in the Invitation to Bid. Where the Invitation to Bid or Bid do not specifically list or describe any part or nominal appurtenances of equipment for the Systems, it shall be understood that the Contractor shall deliver such equipment and appurtenances as are usually provided with the manufacturer's stock model.

**34. Delivery.**

- (a) Any Systems delivered shall be standard new equipment, latest model, except as otherwise stated in the Invitation to Bid. Remanufactured, refurbished or reconditioned equipment may be accepted but only to the extent allowed under the Invitation to Bid. Where any part or nominal appurtenances of equipment are not described, it shall be understood that all equipment and appurtenances, which are usually provided in the manufacturer's stock model, shall be furnished.
- (b) Delivery shall be made as ordered and in accordance with the Invitation to Bid. Unless otherwise specified in the Invitation to Bid, delivery shall be to a loading dock or receiving platform. The Contractor or Contractor's shipping designee shall be responsible

for removal of Systems from the carrier and placement on the agency loading dock or receiving platform. State receiving personnel are not required to assist in this process. The decision of the CIO as to reasonable compliance with delivery terms shall be final and binding. The burden of proof of proper receipt of the order shall rest with the Contractor.

- (c) In order for the time of delivery to be extended, DOIT must first approve a request for extension from the time specified in the Contract, such extension applying only to the particular item or shipment.
- (d) Systems shall be securely and properly packed for shipment, according to accepted standard commercial practice, without extra charge for packing cases, baling or sacks. The containers shall remain the property of the State unless otherwise stated in the Bid.
- (e) All risk of loss and damage to the Systems and Systems Properties transfers to the State upon Title vesting in the State.

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

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

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

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

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

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

**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





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



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**EAST HARTFORD, CT 06108-3274**  
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<b>BID NUMBER</b> <b>10ITZ0106</b>
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<b>E-mail Address:</b> Marcie.Wilson@CT.gov

- (bb) the Systems and Systems Properties do not infringe or misappropriate any patent, trade secret or other intellectual property right of a third Party;
- (cc) the State's use of any Systems and Systems Properties shall not infringe or misappropriate any patent, trade secret or other intellectual property right of a third Party;
- (dd) if the Contractor procures any Systems, Systems Properties Rights, the Contractor shall sub-license such Systems, Systems Properties and that the State shall be afforded the full benefits of any manufacturer or subcontractor licenses for the use of the Systems and Systems Properties;
- (ee) the Contractor shall disclose to DOIT all software license and software escrow agreements that it has with any manufacturers or Contractor Parties; and
- (ff) the Contractor shall assign or otherwise transfer to DOIT, or afford DOIT the full benefits of any manufacturer's warranty for the Systems, Systems Properties and All IP Rights, to the extent that such warranties are assignable or otherwise transferable to DOIT.

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

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

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

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

**46. Executive Orders.** The Contract is subject to the provisions of Executive Order No. Three of Governor Thomas J. Meskill, promulgated June 16, 1971, concerning labor employment practices, Executive Order No. Seventeen of Governor Thomas J. Meskill, promulgated February 15, 1973, concerning the listing of employment openings and Executive Order No. Sixteen of Governor John G. Rowland promulgated August 4, 1999, concerning violence in the workplace, all of which are incorporated into and are made a part of the Contract as if they had been fully set forth in it. At the Contractor's request, the Client Agency shall provide a copy of these orders to the Contractor. The Contract may also be subject to Executive Order No. 7C of Governor M. Jodi Rell, promulgated July 13, 2006, concerning contracting reforms, Executive Order No. 14 of Governor M. Jodi Rell, promulgated April 17, 2006, concerning procurement of cleaning products and services, Executive Order No. 19 of Governor M. Jodi

Rell, promulgated June 19, 2008 concerning use of System Development Methodologies in accordance with their respective terms and conditions.

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

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

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

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



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obligation of a contract with the state and such provisions shall be binding on a subcontractor, vendor or manufacturer unless exempted by regulations or orders of the commission. The contractor shall take such action with respect to any such subcontract or purchase order as the commission may direct as a means of enforcing such provisions including sanctions for noncompliance in accordance with section 46a-56; provided, if such contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the commission, the contractor may request the state of Connecticut to enter into any such litigation or negotiation prior thereto to protect the interests of the state and the state may so enter. The following subsections are set forth here as required by section 4a-60a of the Connecticut General Statutes:

(1) The contractor agrees and warrants that in the performance of the contract such contractor will not discriminate or permit discrimination against any person or group of persons on the grounds of sexual orientation, in any manner prohibited by the laws of the United States or of the state of Connecticut, and that employees are treated when employed without regard to their sexual orientation; (2) the contractor agrees to provide each labor union or representative of workers with which such contractor has a collective bargaining agreement or other contract or understanding and each vendor with which such contractor has a contract or understanding, a notice to be provided by the Commission on Human Rights and Opportunities advising the labor union or workers' representative of the contractor's commitments under this section, and to post copies of the notice in conspicuous places available to employees and applicants for employment; (3) the contractor agrees to comply with each provision of this section and with each regulation or relevant order issued by said commission pursuant to section 46a-56; and (4) the contractor agrees to provide the Commission on Human Rights and Opportunities with such information requested by the commission, and permit access to pertinent books, records and accounts, concerning the employment practices and procedures of the contractor which relate to the provisions of this section and section 46a-56.

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

For the purposes of this entire Non-Discrimination section, "contract" includes any extension or modification of the contract, "contractor" includes any successors or assigns of the contractor, "marital status" means being single, married as recognized by the state of Connecticut, widowed, separated or divorced, and "mental disability" means one or more mental disorders, as defined in the most recent edition of the American Psychiatric Association's "Diagnostic and Statistical Manual of Mental Disorders", or a record of or regarding a person as having one or more such disorders. For the purposes of this section, "contract" does not include a contract where each contractor is (1) a political subdivision of the state, including, but not limited to, a municipality, (2) a quasi-public agency, as defined in Conn. Gen. Stat. Section 1-120, (3) any other state, including but not limited to any federally recognized Indian tribal governments, as defined in Conn. Gen. Stat. Section 1-267, (4) the federal government, (5) a foreign government, or (6) an agency of a subdivision, agency, state or government described in the immediately preceding enumerated items (1), (2), (3), (4) or (5).

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

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

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

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

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





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

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

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

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

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

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

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

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

**61. Confidential Information.** DOIT will afford due regard to the Bidder's and Contractor's request for the protection of proprietary or confidential information which DOIT receives. However, all materials associated with the Bid and the Contract are subject to the terms of the Connecticut Freedom of Information Act ("FOIA") and all corresponding

rules, regulations and interpretations. In making such a request, the Bidder or Contractor may not merely state generally that the materials are proprietary or confidential in nature and not, therefore, subject to release to third parties. Those particular sentences, paragraphs, pages or sections that the vendor believes are exempt from disclosure under the FOIA must be specifically identified as such. Convincing explanation and rationale sufficient to justify each exemption consistent with the FOIA must accompany the request. The rationale and explanation must be stated in terms of the prospective harm to the competitive position of the Bidder or Contractor that would result if the identified material were to be released and the reasons why the materials are legally exempt from release pursuant to the FOIA. To the extent that any other provision or part of the Contract, especially including the Bid and the Specifications, conflicts or is in any way inconsistent with this Section, this Section controls and shall apply.

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

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

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

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

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

No state agency shall execute a contract for the purchase of goods or services, which contract has a total value to the state of fifty thousand



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dollars or more in any calendar or fiscal year, unless the state agency obtains the written affidavit described in subsection (b) of this section.

(1) The chief official of the vendor awarded a contract described in subsection (a) of this section or the individual awarded such contract who is authorized to execute such contract, shall attest in an affidavit as to whether any consulting agreement has been entered into in connection with such contract. Such affidavit shall be required if any duties of the consultant included communications concerning business of such state agency, whether or not direct contact with a state agency, state or public official or state employee was expected or made.

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

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

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

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

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

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

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

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

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

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

(3) all Public Records, as defined in Conn. Gen. Stat. §4d-33, which the Contractor or Contractor Parties possess or create pursuant to the Contract, subcontract or amendment-- Unless a shorter period is necessary or appropriate to ensure compliance with subsection (a) above, in which case that shorter period shall apply, the Contractor shall deliver to the State, F.O.B. East Hartford, Connecticut or other State location which DOIT identifies, all Records and Public Records created or modified pursuant to the Contract, subcontract or amendment no later than the latter of (1) the time specified in the section in this Contract concerning Termination for the return of Records and (2) 10 days from the date that the work under the Contract is transferred back to the State or to another contractor for any reason. The Contractor shall deliver to the State those Records and Public Records that exist in electronic, magnetic or other intangible form in a non-





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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 December 15, 2009.

**72. Encryption of Confidential Data**

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

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

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

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

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

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

(d) The Contractor, on behalf of the Department, performs functions that involve the use or disclosure of "individually identifiable health information," as that term is defined in 45 C.F.R. § 160.103; and

(e) The Contractor is a "business associate" of the Department, as that term is defined in 45 C.F.R. § 160.103; and

(f) The Contractor and the Department agree to the following in order to secure compliance with the HIPAA, the requirements of Subtitle D of the Health Information Technology for Economic and Clinical Health Act (hereinafter the HITECH Act), (Pub. L. 111-5, sections 13400 to 13423), and more specifically with the Privacy and Security Rules at 45 C.F.R. Part 160 and Part 164, subparts A, C, and E.

(g) Definitions

(1) "Breach shall have the same meaning as the term is defined in section 13400 of the HITECH Act (42 U.S.C. §17921(1))

(2) "Business Associate" shall mean the Contractor.

(3) "Covered Entity" shall mean the Department of the State of Connecticut named on page 1 of this Contract.



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[www.ct.gov/doit](http://www.ct.gov/doit)

<b>BID NUMBER</b> <b>10ITZ0106</b>
<b>Purchasing Contact:</b> Marcie Wilson
<b>E-mail Address:</b> Marcie.Wilson@CT.gov

- (4) "Designated Record Set" shall have the same meaning as the term "designated record set" in 45 C.F.R. § 164.501.
- (5) "Electronic Health Record" shall have the same meaning as the term is defined in section 13400 of the HITECH Act (42 U.S.C. § 17921(5))
- (6) "Individual" shall have the same meaning as the term "individual" in 45 C.F.R. § 160.103 and shall include a person who qualifies as a personal representative as defined in 45 C.F.R. § 164.502(g).
- (7) "Privacy Rule" shall mean the Standards for Privacy of Individually Identifiable Health Information at 45 C.F.R. part 160 and parts 164, subparts A and E.
- (8) "Protected Health Information" or "PHI" shall have the same meaning as the term "protected health information" in 45 C.F.R. § 160.103, limited to information created or received by the Business Associate from or on behalf of the Covered Entity.
- (9) "Required by Law" shall have the same meaning as the term "required by law" in 45 C.F.R. § 164.103.
- (10) "Secretary" shall mean the Secretary of the Department of Health and Human Services or his designee.
- (11) "More stringent" shall have the same meaning as the term "more stringent" in 45 C.F.R. § 160.202.
- (12) "This Section of the Contract" refers to the HIPAA Provisions stated herein, in their entirety.
- (13) "Security Incident" shall have the same meaning as the term "security incident" in 45 C.F.R. § 164.304.
- (14) "Security Rule" shall mean the Security Standards for the Protection of Electronic Protected Health Information at 45 C.F.R. part 160 and parts 164, subpart A and C.
- (15) "Unsecured protected health information" shall have the same meaning as the term as defined in section 13402(h)(1)(A) of HITECH. Act. (42 U.S.C. 17932(h)(1)(A)).
- (h) **Obligations and Activities of Business Associates.**
- (1) Business Associate agrees not to use or disclose PHI other than as permitted or required by this Section of the Contract or as Required by Law.
- (2) Business Associate agrees to use appropriate safeguards to prevent use or disclosure of PHI other than as provided for in this Section of the Contract.
- (3) Business Associate agrees to use administrative, physical and technical safeguards that reasonably and appropriately protect the confidentiality, integrity, and availability of electronic protected health information that it creates, receives, maintains, or transmits on behalf of the Covered Entity.
- (4) Business Associate agrees to mitigate, to the extent practicable, any harmful effect that is known to the Business Associate of a use or disclosure of PHI by Business Associate in violation of this Section of the Contract.
- (5) Business Associate agrees to report to Covered Entity any use or disclosure of PHI not provided for by this Section of the Contract or any security incident of which it becomes aware.
- (6) Business Associate agrees to insure that any agent, including a subcontractor, to whom it provides PHI received from, or created or received by Business Associate, on behalf of the Covered Entity, agrees to the same restrictions and conditions that apply through this Section of the Contract to Business Associate with respect to such information.
- (7) Business Associate agrees to provide access, at the request of the Covered Entity, and in the time and manner agreed to by the parties, to PHI in a Designated Record Set, to Covered Entity or, as directed by Covered Entity, to an Individual in order to meet the requirements under 45 C.F.R. § 164.524.
- (8) Business Associate agrees to make any amendments to PHI in a Designated Record Set that the Covered Entity directs or agrees to pursuant to 45 C.F.R. § 164.526 at the request of the Covered Entity, and in the time and manner agreed to by the parties.
- (9) Business Associate agrees to make internal practices, books, and records, including policies and procedures and PHI, relating to the use and disclosure of PHI received from, or created or received by, Business Associate on behalf of Covered Entity, available to Covered Entity or to the Secretary in a time and manner agreed to by the parties or designated by the Secretary, for purposes of the Secretary determining Covered Entity's compliance with the Privacy Rule.
- (10) Business Associate agrees to document such disclosures of PHI and information related to such disclosures as would be required for Covered Entity to respond to a request by an Individual for an accounting of disclosures of PHI in accordance with 45 C.F.R. § 164.528 and section 13405 of the HITECH Act (42 U.S.C. § 17935) and any regulations promulgated thereunder.
- (11) Business Associate agrees to provide to Covered Entity, in a time and manner agreed to by the parties, information collected in accordance with clause h. (10) of this Section of the Contract, to permit Covered Entity to respond to a request by an Individual for an accounting of disclosures of PHI in accordance with 45 C.F.R. § 164.528 and section 13405 of the HITECH Act (42 U.S.C. § 17935) and any regulations promulgated thereunder. Business Associate agrees at the Covered Entity's direction to provide an accounting of disclosures of PHI directly to an individual in accordance with 45 C.F.R. § 164.528 and section 13405 of the HITECH Act (42 U.S.C. § 17935) and any regulations promulgated thereunder.
- (12) Business Associate agrees to comply with any state or federal law that is more stringent than the Privacy Rule.
- (13) Business Associate agrees to comply with the requirements of the HITECH Act relating to privacy and security that are applicable to the Covered Entity and with the requirements of 45 C.F.R. sections 164.504(e), 164.308, 164.310, 164.312, and 164.316.
- (14) In the event that an individual requests that the Business Associate (a) restrict disclosures of PHI; (b) provide an accounting of disclosures of the individual's PHI; or (c) provide a copy of the individual's PHI in an electronic health record, the Business Associate agrees to notify the covered entity, in writing, within two business days of the request.
- (15) Business Associate agrees that it shall not, directly or indirectly, receive any remuneration in exchange for PHI of an individual without (1) the written approval of the covered entity, unless receipt of remuneration in exchange for PHI is expressly authorized by this Contract and (2) the valid authorization of the individual, except for the purposes provided under section 13405(d)(2) of the HITECH Act, (42 U.S.C. § 17935(d)(2)) and in any accompanying regulations
- (16) **Obligations in the Event of a Breach**  
The Business Associate agrees that, following the discovery of a breach of unsecured protected health information, it shall notify the Covered Entity of such breach in accordance with the requirements of section 13402 of



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<b>BID NUMBER</b> <b>10ITZ0106</b>
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HITECH (42 U.S.C. 17932(b) and the provisions of this Section of the Contract.

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

The Business Associate agrees to include in the notification to the Covered Entity at least the following information:

A brief description of what happened, including the date of the breach and the date of the discovery of the breach, if known.

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

The steps the Business Associate recommends that individuals take to protect themselves from potential harm resulting from the breach.

A detailed description of what the Business Associate is doing to investigate the breach, to mitigate losses, and to protect against any further breaches.

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

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

Business Associate agrees that, in the event of a breach, it has the burden to demonstrate that it has complied with all notifications requirements set forth above, including evidence demonstrating the necessity of a delay in notification to the Covered Entity.

(i) Permitted Uses and Disclosure by Business Associate.

(1) General Use and Disclosure Provisions Except as otherwise limited in this Section of the Contract, Business Associate may use or disclose PHI to perform functions, activities, or services for, or on behalf of, Covered Entity as specified in this Contract, provided that such use or disclosure would not violate the Privacy Rule if done by Covered Entity or the minimum necessary policies and procedures of the Covered Entity.

(2) Specific Use and Disclosure Provisions

(A) Except as otherwise limited in this Section of the Contract, Business Associate may use PHI for the proper management and administration of Business Associate or to carry out the legal responsibilities of Business Associate.

(B) Except as otherwise limited in this Section of the Contract, Business Associate may disclose PHI for the proper management and administration of Business Associate, provided that disclosures are Required by Law, or Business Associate obtains reasonable

assurances from the person to whom the information is disclosed that it will remain confidential and used or further disclosed only as Required by Law or for the purpose for which it was disclosed to the person, and the person notifies Business Associate of any instances of which it is aware in which the confidentiality of the information has been breached.

(C) Except as otherwise limited in this Section of the Contract, Business Associate may use PHI to provide Data Aggregation services to Covered Entity as permitted by 45 C.F.R. § 164.504(e)(2)(i)(B).

(j) Obligations of Covered Entity.

(1) Covered Entity shall notify Business Associate of any limitations in its notice of privacy practices of Covered Entity, in accordance with 45 C.F.R. § 164.520, or to the extent that such limitation may affect Business Associate's use or disclosure of PHI.

(2) Covered Entity shall notify Business Associate of any changes in, or revocation of, permission by Individual to use or disclose PHI, to the extent that such changes may affect Business Associate's use or disclosure of PHI.

(3) Covered Entity shall notify Business Associate of any restriction to the use or disclosure of PHI that Covered Entity has agreed to in accordance with 45 C.F.R. § 164.522, to the extent that such restriction may affect Business Associate's use or disclosure of PHI.

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

(l) Term and Termination.

(1) Term. The Term of this Section of the Contract shall be effective as of the date the Contract is effective and shall terminate when the information collected in accordance with clause h. (10) of this Section of the Contract is provided to the Covered Entity and all of the PHI provided by Covered Entity to Business Associate, or created or received by Business Associate on behalf of Covered Entity, is destroyed or returned to Covered Entity, or, if it is infeasible to return or destroy PHI, protections are extended to such information, in accordance with the termination provisions in this Section.

(2) Termination for Cause Upon Covered Entity's knowledge of a material breach by Business Associate, Covered Entity shall either:

(A) Provide an opportunity for Business Associate to cure the breach or end the violation and terminate the Contract if Business Associate does not cure the breach 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





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<b>BID NUMBER</b> <b>10ITZ0106</b>
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infeasible, for as long as Business Associate maintains such PHI. Infeasibility of the return or destruction of PHI includes, but is not limited to, requirements under state or federal law that the Business Associate maintains or preserves the PHI or copies thereof.

(m) Miscellaneous Provisions.

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

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

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

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

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

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

(7) Indemnification. The Business Associate shall indemnify and hold the Covered Entity harmless from and against any and all claims, liabilities, judgments, fines, assessments, penalties, awards and any statutory damages that may be imposed or assessed pursuant to HIPAA, as amended or the HITECH Act, including, without limitation, attorney's fees, expert witness fees, costs of investigation, litigation or dispute resolution, and costs awarded thereunder, relating to or arising out of any violation by the Business Associate and its agents, including subcontractors, of any obligation of Business Associate and its agents, including subcontractors, under this section of the contract, under HIPAA, the HITECH Act, the Privacy Rule and the Security Rule.



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### BIDDER'S CHECKLIST

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

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

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

IF REQUESTED INCLUDE:

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

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

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



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**VENDOR CERTIFICATIONS**

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

**EXPLANATION OF FORMS:**

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

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

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

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

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



## STATE OF CONNECTICUT GIFT AND CAMPAIGN CONTRIBUTION CERTIFICATION

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

### INSTRUCTIONS:

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

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

### GIFT CERTIFICATION:

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

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

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

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

### CAMPAIGN CONTRIBUTION CERTIFICATION:

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



# STATE OF CONNECTICUT GIFT AND CAMPAIGN CONTRIBUTION CERTIFICATION

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

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

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

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

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

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

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

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

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

**For State Agency Use Only**

<u>Department of Information Technology</u> 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
Printed Name (of above) Dept. of Info. Tech Awarding State Agency

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

Commissioner of the Superior Court or Notary Public



STATE OF CONNECTICUT
AFFIRMATION OF RECEIPT OF STATE ETHICS LAWS SUMMARY

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

INSTRUCTIONS:

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

CHECK ONE:

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

IMPORTANT NOTE:

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

AFFIRMATION:

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

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

Signature

Date

Printed Name

Title

Firm or Corporation (if applicable)

Street Address

City

State

Zip

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

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

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

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

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

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

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

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

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

### RULES ON HIRING STATE PERSONNEL

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

(1) Soliciting information from a public official or state employee that is not available to other bidders for that contract, with the intent to obtain a competitive advantage over other bidders;

(2) intentionally or recklessly charging a state agency for work not performed or goods or services not provided, or falsifying invoices or bills; or

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

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

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

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

**Campaign Contribution and Solicitation Ban**

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

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

**Duty to Inform**

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

**Penalties for Violations**

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

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

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

**Contract Consequences**

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

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

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

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

Definitions:

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

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

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

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

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

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

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

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

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

## NONDISCRIMINATION CERTIFICATION REQUIREMENT

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

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

### Definitions:

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

### Explanation of Forms:

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

### Exemptions:

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

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





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

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

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**INSTRUCTIONS:**

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

**REPRESENTATION OF AN INDIVIDUAL:**

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

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

\_\_\_\_\_  
Signatory

\_\_\_\_\_  
Date

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



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

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

**INSTRUCTIONS:**

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

**REPRESENTATION OF AN ENTITY:**

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

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

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

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

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

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

\_\_\_\_\_  
Date

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





**STATE OF CONNECTICUT**  
**NONDISCRIMINATION CERTIFICATION – 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

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Awarding State Agency

## State of Connecticut Statutes

### Sec. 4a-71. (Formerly Sec. 4-121a). Prompt payment by state departments and agencies.

(a) Except as provided in section 4a-73, each state department and agency shall pay interest at a rate equal to the monthly effective yield for the Short Term Investment Fund administered by the Treasurer pursuant to sections 3-27a to 3-27f, inclusive, on amounts due on written contracts for public works, personal services, goods and services, equipment and travel, whenever such department or agency fails to make timely payment.

(b) For the purposes of this section, payment shall be timely if: (1) A check or warrant is mailed or delivered on the date specified for the amount specified in the applicable contract documents, or, if no date is specified, within forty-five days of receipt of a properly completed claim or receipt of goods and services, whichever is later; or (2) for any amount that is required to be withheld under state or federal law, a check or warrant is mailed or delivered in the proper amount on the date the amount may be released under the applicable law.

### Sec. 4a-72. (Formerly Sec. 4-121b). Prompt payment. Exceptions.

(a) Section 4a-71 shall not apply to the following: (1) Interagency or intergovernmental transactions; (2) amounts payable to employees or prospective employees of state departments or agencies as reimbursement for expenses; (3) claims subject to a good faith dispute, if before the date of timely payment, notice of the dispute is: (A) Sent by certified mail; (B) personally delivered; or (C) sent in accordance with any procedure in the contract; (4) contracts entered into before October 1, 1984; (5) contracts related to highway or road construction, reconstruction or maintenance; or (6) claims, contracts or projects that are to be paid for exclusively with federal funds.

(b) As used in subdivision (3) of subsection (a) of this section, "good faith dispute" means: (1) A contention by the state that goods delivered or services rendered were: (A) Of less quantity or quality than ordered or specified by contract; (B) faulty; or (C) installed improperly; or (2) any other reason giving cause for the withholding of payment by the state until such dispute is settled.

### Sec. 4a-73. (Formerly Sec. 4-121c). Administration of prompt payment provisions.

(a) Any state agency required to pay late payment penalties under section 4a-71 shall pay the penalties from funds designated for administrative costs of the agency receiving the public works, personal services, goods and services, equipment or travel. The penalties shall not be paid from other funds of the state.

(b) Any amount of an interest penalty which remains unpaid at the end of any thirty-day period shall be added to the principal amount of the debt and, thereafter, interest penalties shall accrue on that amount.

(c) In instances where a claim is filled out incorrectly or where there is any defect or impropriety in a claim submitted, the state department or agency shall contact the vendor within ten days. An error on the vendor's claim, if corrected within five business days of his being so contacted and within the payment period as determined pursuant to section 4a-71, shall not result in the vendor being paid after the expiration of the period for timely payment.

### Sec. 3-117. Claims against the state. Process for constituent units of the state system of higher education. Recoupment by the state system of higher education. Recoupment by the state of agency expenses for basic telephone, toll telephone, teletypewriter or computer exchange services.

(a) Except as provided in subsection (b) of this section, upon the settlement of any claim against the state, the Comptroller shall draw an order on the Treasurer for its payment; but each such claim shall be submitted directly to the agency which ordered or received the articles or service for which such claim was made. The agency shall certify that such articles or services have been received or performed or, if not yet received or performed, are covered (1) by contracts properly drawn and executed, or (2) under procedures adopted by the Comptroller. Each claim against the state shall be supported by vouchers or receipts for the payment of any money exceeding twenty-five dollars at any one time, and an accurate account, showing the items of such claim, and a detailed account of expenses, when expenses constitute a portion of it, specifying the day when and purpose for which they were incurred. The original vouchers or receipts shall be filed in the Comptroller's office or retained by such agency in accordance with such procedures as the Comptroller may prescribe.



(b) The board of trustees of a constituent unit of the state system of higher education may authorize the chief executive officer of the unit or in the case of the Connecticut State University System, the chief executive officer of a state university requesting such authority, with the approval of the Comptroller and in accordance with the procedure prescribed by the Comptroller, to certify to the Comptroller that the articles or services for which claims against the constituent unit or institution are made have been properly received or performed or, if not yet received or performed, are covered (1) by contracts properly drawn and executed or (2) under procedures approved by such chief executive officer, and that such claims are supported by vouchers or receipts for the payment of any money exceeding twenty-five dollars at one time, and by an accurate account, showing the items of such claims, and a detailed account of expenses, when expenses constitute a portion of them, specifying the day when and purpose for which they were incurred; and the original vouchers or receipts shall be filed at the constituent unit or institution, as appropriate. Upon receipt of such certification of a claim from the chief executive officer, the Comptroller shall draw an order for its payment pursuant to section 3-25.

(c) Notwithstanding the provisions of subsections (a) and (b) of this section, the Chief Information Officer shall charge the appropriations of any state agency, without certification by such agency, for expenses incurred by such agency for basic telephone service, toll telephone service and teletypewriter or computer exchange service. Not later than thirty days following notification of such charge, such agency shall certify to the Chief Information Officer that such services were provided to such agency. As used in this subsection, (1) "telecommunications service" means and includes: The transmission of any interactive electromagnetic communications including but not limited to voice, image, data and any other information, by means of but not limited to wire, cable, including fiber optical cable, microwave, radio wave or any combinations of such media, and the resale or leasing of any such service. "Telecommunications service" includes but is not limited to basic telephone service, toll telephone service and teletypewriter or computer exchange service, including but not limited to, residential and business service, directory assistance, two-way cable television service, cellular mobile telephone or telecommunication service, specialized mobile radio and pagers and paging service, including any form of mobile two-way communication. "Telecommunications service" does not include (A) nonvoice services in which computer processing applications are used to act on the information to be transmitted, (B) any services or transactions subject to the sales and use tax under chapter 219, (C) any one-way radio or television broadcasting transmission, (D) any telecommunications service rendered by a company in control of such service when rendered for private use within its organization, or (E) any such service rendered by a company controlling such service when such company and the company for which such service is rendered are affiliated companies as defined in section 33-840 or are eligible to file a combined tax return for purposes of the state corporation business tax under chapter 208. (2) "Basic telephone service" means (A) telephone service allowing a telecommunications transmission station to be connected to points within a designated local calling area or (B) any facility or service provided in connection with a service described in subdivision (1) of this subsection but exclusive of any service which is a toll telephone service, teletypewriter or computer exchange service. (3) "Toll telephone service" means and includes the transmission of any interactive electromagnetic communication to points outside the designated local calling area in which the transmission originated for which there is a toll charge which varies in amount with the distance and elapsed transmission time of each individual communication, or a telecommunication service which entitles the subscriber or user, upon the payment of a periodic charge which is determined as a flat amount or upon the basis of total elapsed transmission time, to the privilege of an unlimited number of telephonic or interactive electromagnetic communications to or from all or a substantial portion of the persons having telephone or radio telephone stations in a specified area which is outside the basic telephone system area in which the station provided with this service is located. (4) "Teletypewriter or computer exchange service" means and includes the access from a teletypewriter, telephone, computer or other data station of which such transmission facility is a part, and the privilege of intercommunications by such station with substantially all persons having teletypewriter, telephone, computer or other data stations constituting a part of the same teletypewriter or computer exchange system, to which the subscriber or user is entitled upon payment of a charge or charges, whether such charge or charges are determined as a flat periodic amount on the basis of distance and elapsed transmission time or some other method.

**Cost for COTS Solution**

The state cannot pay any costs that are not clearly indentified on this cost sheet.

	Year 1 Cost	Year 2 Cost	Year 3 Cost	Year 4 Cost	Year 5 Cost	Sub Total
Application / Database Setup						
Application License						
Application / Database / Report Customization						
Site Branding						
Database (MS SQL, Oracle, DB2) License						
Current Data Conversion						
4 Year Historical Data * Conversion						
600 Business User Training						
Application / Database Support						
Third Party / Sub Contractor(s)						
User Seat (based on 600 users we have) / Transaction / Device / Line						
Cost based upon percentage of total annual telecom expenditure 23 million (if applicable)						
Travel Expenses (if applicable)						
(System / Database) Back Up						
Disaster Recovery (if applicable)						
All Other Costs**						
Sub Total:						<b>Total:</b>

**For COTS Solution:**

The state cannot pay any costs that are not clearly indentified on this cost sheet.

**Value-Added or Future-Use Options (Section 2.9)**

	Year 1 Cost	Year 2 Cost	Year 3 Cost	Year 4 Cost	Year 5 Cost
2.9.1 Cost Savings and Optimization Recommendations (list each item below)					
2.9.2 Additional System Capabilities (list each item below)					

**For COTS Solution:**

**Quantity and Qualifications of State Staff Resources**

Central Business and IT Staff (not including individual agencies / business unit users)

Refer to the bid document section 2.4 for more information. Provide additional description as needed.

Staff Quantity	Qualification

**Cost for Hosted Solution**

The state cannot pay any costs that are not clearly indentified on this cost sheet.

	Year 1 Cost	Year 2 Cost	Year 3 Cost	Year 4 Cost	Year 5 Cost	Sub Total
Application / Database Setup						
Application License						
Application / Database / Report Customization						
Site Branding						
Database (MS SQL, Oracle, DB2) License						
Current Data Conversion						
4 Year Historical Data * Conversion						
600 Business User Training						
Application / Database Support						
Third Party / Sub Contractor(s)						
User Seat (based on 600 users we have) / Transaction / Device / Line						
Cost based upon percentage of total annual telecom expenditure 23 million (if applicable)						
Travel Expenses (if applicable)						
(System / Database) Back Up						
Disaster Recovery (if applicable)						
All Other Costs**						
Sub Total:						<b>Total:</b>



**Cost for Managed Solution**

The state cannot pay any costs that are not clearly identified on this cost sheet.

	Year 1 Cost	Year 2 Cost	Year 3 Cost	Year 4 Cost	Year 5 Cost	Sub Total
Application / Database Setup						
Application License						
Application / Database / Report Customization						
Site Branding						
Database (MS SQL, Oracle, DB2) License						
Current Data Conversion						
4 Year Historical Data * Conversion						
600 Business User Training						
Application / Database Support						
Third Party / Sub Contractor(s)						
User Seat (based on 600 users we have) / Transaction / Device / Line						
Cost based upon percentage of total annual telecom expenditure 23 million (if applicable)						
Travel Expenses (if applicable)						
(System / Database) Back Up						
Disaster Recovery (if applicable)						
All Other Costs**						
Sub Total:						<b>Total:</b>



**For Managed Solution:**

The state cannot pay any costs that are not clearly indentified on this cost sheet.

**Value-Added or Future-Use Options (Section 2.9)**

	Year 1 Cost	Year 2 Cost	Year 3 Cost	Year 4 Cost	Year 5 Cost
2.9.1 Cost Savings and Optimization Recommendations					
2.9.2 Additional System Capabilities					

**For Managed Solution:**

**Quantity and Qualifications of State Staff Resources**

Central Business and IT Staff (not including individual agencies / business unit users)

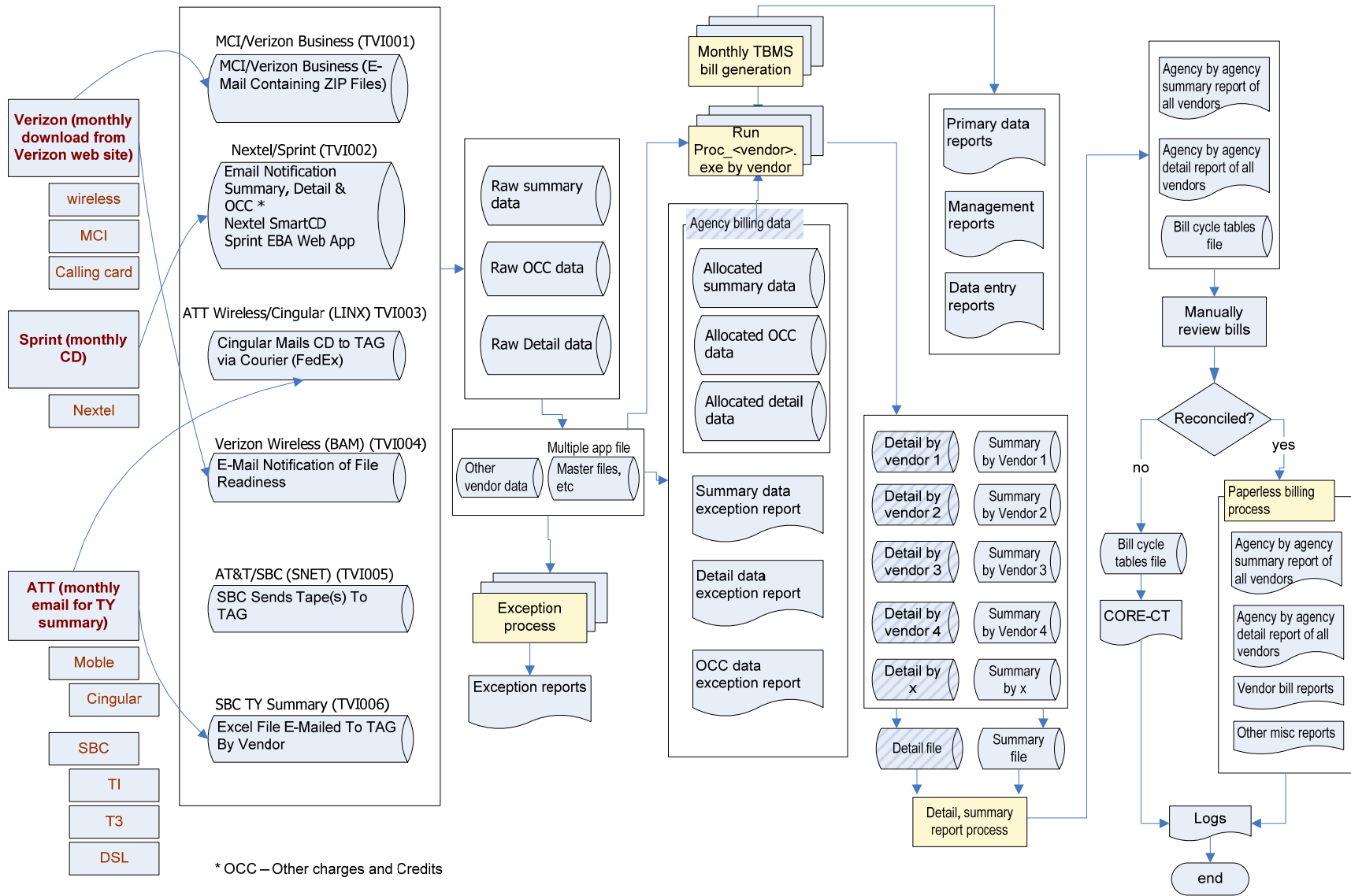
Refer to the bid document section 2.4 for more information. Provide additional description as needed.

Staff Quantity	Qualification

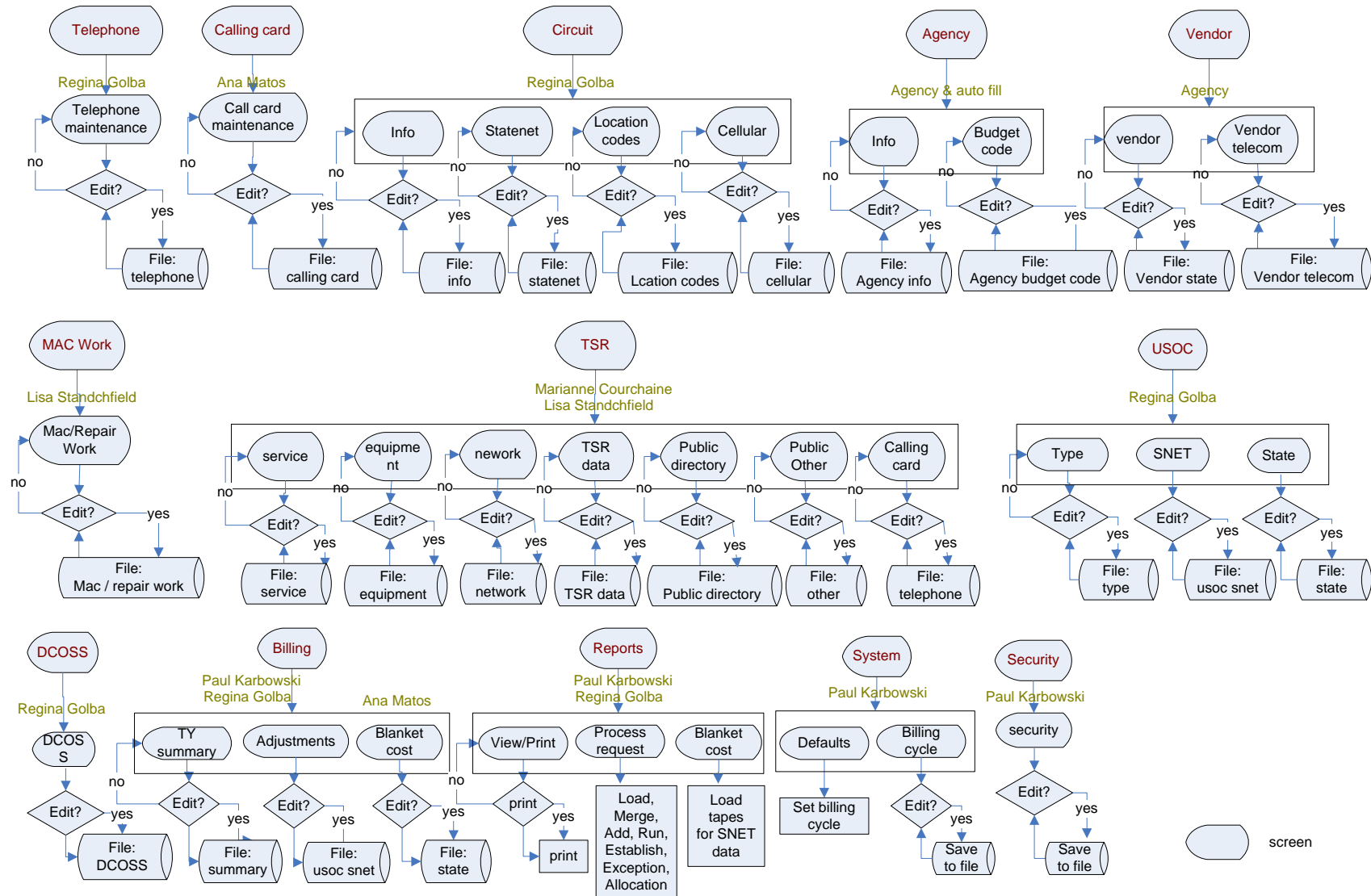
\* Historical data (size = 12GB, with 1GB increment per year)

\*\* List all the other costs that are not covered

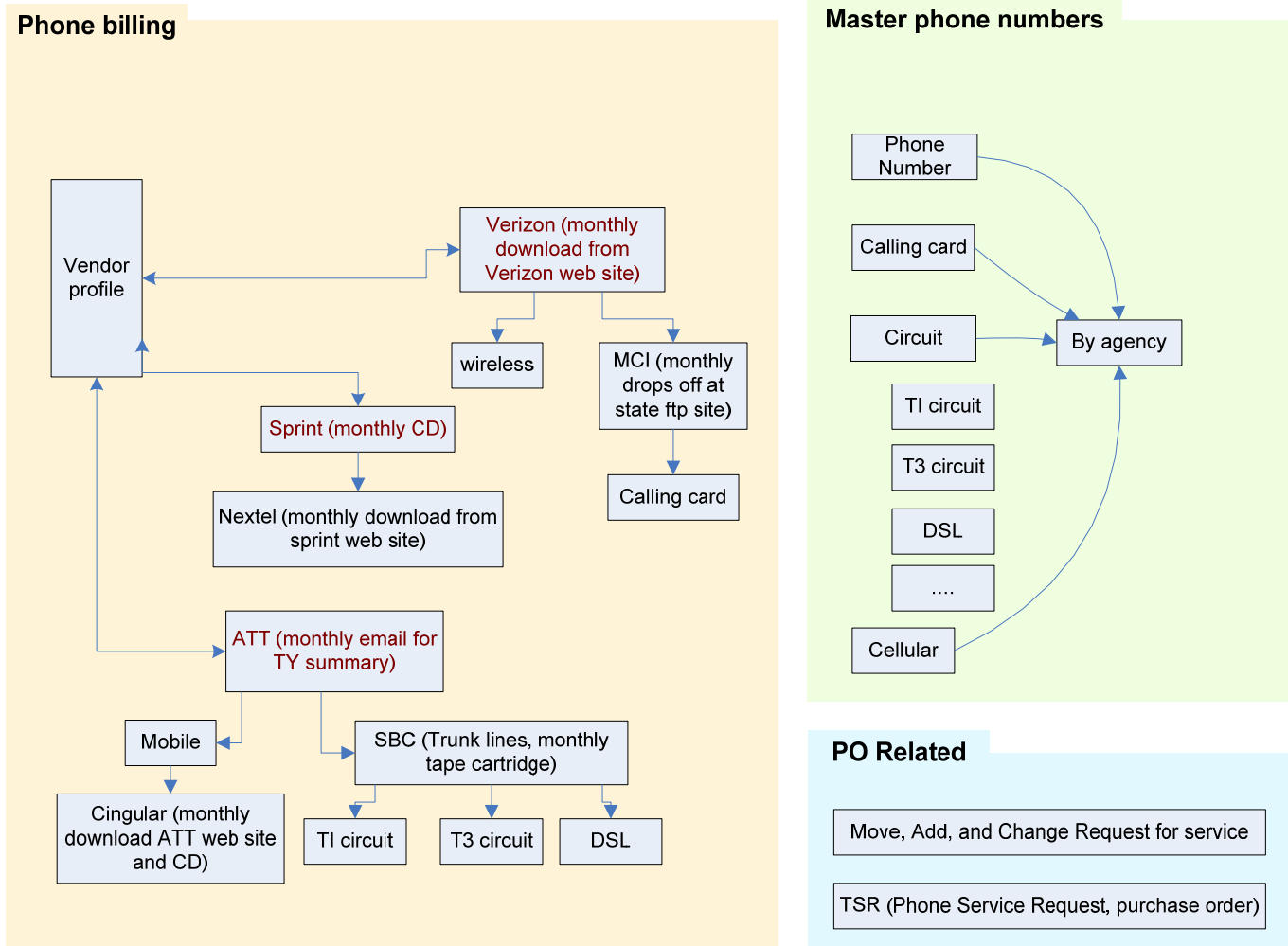
### Processes and Data Flow



### Screen and Data Flow



### TBMS data breakdown



Last modification: 2/13/2003

Deleted: Outbound

Inbound Interface

**File Layout: CTAPI006A**

This File Layout object will be used to define all of the Job records and fields that will be written to the inbound file.

File Layout Name	File Layout Type	Definition Tag	Definition Description
		Used to indicate beginning of file data. Should be equivalent to File Layout Name (XML)	
CTAPI006A	XML	< CTAPI006A>	This custom File Layout will be used to create an XML file with Ongoing Voucher Information. This file will be uploaded in Core-CT

**File Layout Record: CT\_AP006\_HDR**

The CT\_AP006\_HDR record is the voucher header transaction record. It contains all the information common to the whole transaction. For example, the voucher header record will include the vendor, invoice number and invoice date.

File Record Name (Source Record)	Record Tag	Parent/Child
	Used to indicate transaction type. Should be equivalent to PS record name (XML)	Indicates if this transaction will inherit field from a parent record or if a child record will inherit rows from this transaction. Leave blank if this transaction has no relationship with other transactions. (XML)
CT_AP006_HDR	< CT_AP006_HDR>	

Field Name	Field Type	Field Length	Req?	Field Tag	Field Long Name	Default Value/ Inheritance/ Format
BUSINESS_UNIT	Character	5	Yes – Key	<BUSINESS_UNIT>	Business Unit	Please refer to the Agency Product Test Values document for the list of specific agency business unit values.
VOUCHER_ID	Character	8	Yes – Key	<VOUCHER_ID>	Voucher ID	A unique Record ID for each Voucher in the input file. This would be a sequentially assigned number. These



State of Connecticut  
Core-CT Project

						numbers are specific to a file and can be reused for the next file.
CT_VCHR_INTFC_SRCE	Character	4	Yes	<CT_VCHR_INTFC_SRCE>	Voucher Interface Source	Value is unique for each interface source. Please refer to the Agency Product Test Values document for the list of values
ORIGIN	Character	3	Yes	<ORIGIN>	Origin	This value will be specific to each agency and can be hard coded. Please refer to the Agency Product Test Values document for the list of values
VOUCHER_ID_RELATED	Character	8	No	<VOUCHER_ID_RELATED>	Related Voucher	This field can contain the last eight characters of any (unique) Voucher ID from the source agency system. This field can be used as a reference back to the source transaction in the source system
INVOICE_ID	Character	30	Yes	<INVOICE_ID>	Invoice Number	This field will contain a unique Vendor Invoice Number. This field appears on the check stub.
INVOICE_DT	Date	10	Yes	<INVOICE_DT>	Invoice Date	This field will contain the Vendor Invoice Date.
ACCOUNTING_DT	Date	10	Yes	<ACCOUNTING_DT>	Accounting Date	This field will contain the receipt date (the date goods or services are received) and this field will be used as the basis for the calculation of the payment scheduled due dates
VENDOR_SETID	Character	5	Yes	<VENDOR_SETID>	Vendor Set ID	Agencies will use the SetID for the centrally maintained OSC Vendor data set. Current naming convention is 'STATE'.
VENDOR_ID	Character	10	Yes	<VENDOR_ID>	Vendor ID	This field will contain a valid PSFT Vendor ID for the Vendor SetID



State of Connecticut  
Core-CT Project

						provided above
VNDR_LOC	Character	10	Yes	< VNDR_LOC>	Vendor Location	This field will contain a valid PSFT Vendor Location for the Vendor ID provided above
ADDRESS_SEQ_NUM	Number	3	Yes	< ADDRESS_SEQ_NUM>	Address Sequence Number	This field will contain a valid PSFT Vendor Address Sequence Number for the Vendor ID provided above
REMIT_ADDR_SEQ_NUM	Number	3	Yes	< REMIT_ADDR_SEQ_NUM>	Remitting Location	This field will contain a valid PSFT Vendor Address Sequence Number for the Vendor ID provided above
OPRID	Character	30	Yes	< OPRID>	User ID	Populate with the Core-CT user ID of the person that entered the voucher in the agency's legacy system.  If these users are not defined in Core-CT, or if the agencies cannot provide this user ID in their files, agencies will populate the OPRID field with their generic interface user ID as communicated by the Core-CT interface team.
VCHR_BLD_CODE	Character	6	No	< VCHR_BLD_CODE >	Voucher Build Code	Core-CT will no longer be using this field. This field will be left blank if there is no Purchase Order associated with the Voucher to be created. If there is a Purchase Order then this field will have a value of 'P'.
CT_RECEIPT_DT	Date	10	Yes	< CT_RECEIPT_DT>	Document Date	This field will contain the document date (date the invoice was received by the agency)
BUSINESS_UNIT_PO	Character	5	No	< BUSINESS_UNIT_PO >	PO Business Unit	Core-CT will no longer be using this field. This field will be left





State of Connecticut  
Core-CT Project

						blank if there is no Purchase Order associated with the Voucher to be created. If there is a Purchase Order then see the Business Unit Definition – Purchasing configuration document (Work Unit C162) for specific agency values
PO_ID	Character	10	No	< PO_ID >	Purchase Order	Core-CT will no longer be using this field. This field will be left blank if there is no Purchase Order associated with the Voucher to be created. If there is a Purchase Order then this field will contain a valid Purchase Order ID for the Purchasing Business Unit specified above
GROSS_AMT	Signed Number	23.3	Yes	< GROSS_AMT >	Gross Invoice Amount	This field will contain the Gross Amount of the Voucher/Vendor Invoice

**File Layout Record: CT\_AP006\_PMNT**

The CT\_AP006\_PMNT record is the voucher payment record. It contains all the payment information for the transaction. For example, the voucher payment record will include the payment message and handling code.

File Record Name (Source Record)	Record Tag	Parent/Child
CT_AP006_PMNT	Used to indicate transaction type. Should be equivalent to PS record name (XML) < CT_AP006_ PMNT >	Indicates if this transaction will inherit field from a parent record or if a child record will inherit rows from this transaction. Leave blank if this transaction has no relationship with other transactions. (XML) Child record to CT_AP006_HDR

Field Name	Field Type	Field Length	Req?	Field Tag	Field Long Name	Default Value/ Inheritance/ Format
BUSINESS_UNIT	Character	5	Yes – Key	< BUSINESS_UNIT >	Business Unit	This field will have the same value as in CT_AP006_HDR.
VOUCHER_ID	Character	8	Yes – Key	< VOUCHER_ID >	Voucher ID	This field will have the same value as in



State of Connecticut  
Core-CT Project

						CT_AP006_HDR.
PYMNT_MESSAGE	Character	70	No	< PYMNT_MESSAGE >	Payment Message	This field may contain a free-form payment message. This field will appear on the check stub.
MESSAGE_CD	Character	6	No	< MESSAGE_CD >	Message Code	This field may contain a valid Payment Message Code. Please refer to the Interface Configuration Values document for specific values.
PYMNT_GROSS_AMT	Signed Number	23.3	Yes	< PYMNT_GROSS_A MT >	Gross Payment Amount	This field will contain the Gross Amount of the Voucher/Vendor Invoice to be paid. This amount will be the same as the Voucher/Vendor Invoice Gross Amount (GROSS_AMT)
PYMNT_HANDLING_CD	Character	2	Yes	< PYMNT_HANDLIN G_CD >	Payment Handling	Value will be either 'RE' for regular payments sent directly to the vendors, 'RA' for payments that need to return to agencies or 'TE' for tax-exempt bond fund payments.
PYMNT_SEPARATE	Character	1	Yes	< PYMNT_SEPARAT E >	Payment separate flag	The value of this field will be 'Y' if the payment related to this voucher needs to be created separately. Otherwise, the field value will be 'N': the voucher is consolidated with other vouchers into a single payment for the same vendor and business unit
SCHEDULED_PAY_DT	Date	10	No	< SCHEDULED_PAY _DT >	Scheduled to Pay	This field may contain a valid Scheduled Due Date but in most scenarios this field will be blank and the payment Scheduled Due Date will be calculated by the



**State of Connecticut  
Core-CT Project**

						Voucher Build process.
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**File Layout Record: CT\_AP006\_LINE**

The CT\_AP006\_LINE record is the voucher line record. It contains all the information common to the whole transaction. It contains the information specific to a single line of the transaction. For example, the voucher line record will include the item description, and amount. One transaction header can have multiple lines.

File Record Name (Source Record)	Record Tag	Parent/Child
CT_AP006_LINE	Used to indicate transaction type. Should be equivalent to PS record name (XML)	Indicates if this transaction will inherit field from a parent record or if a child record will inherit rows from this transaction. Leave blank if this transaction has no relationship with other transactions. (XML)
CT_AP006_LINE	< CT_AP006_LINE >	Child record from CT_AP006_HDR

Field Name	Field Type	Field Length	Req?	Field Tag	Field Long Name	Default Value/ Inheritance/ Format
BUSINESS_UNIT	Character	5	Yes - Key	< BUSINESS_UNIT >	Business Unit	This field will have the same value as in CT_AP006_HDR.
VOUCHER_ID	Character	8	Yes - Key	< VOUCHER_ID >	Voucher ID	This field will have the same value as in CT_AP006_HDR.
VOUCHER_LINE_NUM	Number	5	Yes - Key	< VOUCHER_LINE_NUM >	Voucher Line Number	This field will be provided by the agencies. It will contain a unique, sequential number that will be provided for each Voucher Line to be created for the Voucher/Vendor Invoice.
LINE_NBR	Number	5	No	< LINE_NBR >	PO Line Number	Core-CT will no longer be using this field. This field will be left blank if there is no Purchase Order associated with the Voucher to be created. If there is a Purchase Order then this field will contain a valid Purchase Order Line Number for the Purchase Order ID entered above



State of Connecticut  
Core-CT Project

SCHED_NBR	Number	3	No	< SCHED_NBR >	PO Schedule Number	Core-CT will no longer be using this field. This field will be left blank if there is no Purchase Order associated with the Voucher to be created. If there is a Purchase Order then this field will contain a valid Purchase Order Schedule Number for the Purchase Order ID and Line Number entered above
LINE_DESCR	Character	30	No	< LINE_DESCR >	Voucher Line Description	This field may contain a description of the good or service provided by the Vendor
QTY_VCHR	Signed Number	11.4	No	< QTY_VCHR >	Quantity	This field may contain a Quantity of the goods or services provided by the Vendor
UNIT_OF_MEASURE	Character	3	No	< UNIT_OF_MEASURE >	Unit of Measure	If the Line contains a Quantity, then it must contain a valid PSFT Unit of Measure Code. Please refer to the Interface Configuration Values document for a list of valid values.
UNIT_PRICE	Signed Number	10.5	No	< UNIT_PRICE >	Unit Price	If the Line contains a Quantity and Unit of Measure, then it must contain a Unit Price
MERCHANDISE_AMT	Signed Number	23.3	Yes	< MERCHANDISE_AMT >	Merchandise Amt	This field will contain the Amount of the Voucher/Vendor Invoice Line. If the Voucher Line contains a Line Quantity, Unit of Measure and Unit Price, then the Line Amount must be equal to the product of the Line Quantity and Unit Price. Additionally, the sum of all Line Amounts on the Voucher/Vendor



State of Connecticut  
Core-CT Project

						Invoice Lines must equal the Gross Amount of the Voucher/Vendor Invoice
ITM_SETID	Character	5	No	< ITM_SETID >	Item SetID	Core-CT will no longer be using this field. If this voucher is related to a PO with listed items then this field will contain a valid Item SetID for the Purchasing Business Unit entered above.
INV_ITEM_ID	Character	18	No	< INV_ITEM_ID >	Item ID	Core-CT will no longer be using this field. If this voucher is related to a PO with listed items then this field will contain a valid Item ID for the Purchasing Business Unit entered above

**File Layout Record: CT\_AP006\_DIST**

The CT\_AP006\_DIST record is the voucher distribution record. It contains the accounting string information for a specific transaction line. For example, the voucher distribution will include the fund, SID and program for a particular voucher line. One transaction line can have multiple distribution lines.

File Record Name (Source Record)	Record Tag	Parent/Child
CT_AP006_DIST	Used to indicate transaction type. Should be equivalent to PS record name (XML) < CT_AP006_DIST >	Indicates if this transaction will inherit field from a parent record or if a child record will inherit rows from this transaction. Leave blank if this transaction has no relationship with other transactions. (XML) Child record from CT_AP006_LINE

Field Name	Field Type	Field Length	Req?	Field Tag	Field Long Name	Default Value/ Inheritance/ Format
BUSINESS_UNIT	Character	5	Yes – Key	< BUSINESS_UNIT >	Business Unit	This field will have the same value as in CT_AP006_HDR.
VOUCHER_ID	Character	8	Yes – Key	< VOUCHER_ID >	Voucher ID	This field will have the same value as in CT_AP006_HDR.
VOUCHER_LINE_NUM	Number	5	Yes – Key	< VOUCHER_LINE_NUM >	Voucher Line Number	This field will have the same value as the CT_AP006_LINE



State of Connecticut  
Core-CT Project

						record this distribution line depends from.
DISTRIB_LINE_NUM	Number	5	Yes – Key	< DISTRIB_LINE_NUM >	Distribution Line Number	If the agency wants to send multiple distribution lines for a single voucher line then this number needs to be incremented for each distribution line.
QTY_VCHR	Signed Number	11.4	No	< QTY_VCHR >	Voucher Distribution Quantity	This field may contain a Quantity of the goods or services provided by the Vendor that is attributable to the Voucher Distribution Line.
MERCHANDISE_AMT	Signed Number	23.3	Yes	< MERCHANDISE_AMT >	Merchandise Amt	This field will contain the Amount of the Voucher/Vendor Invoice that is attributable to the Voucher Distribution Line. If the Voucher Distribution Line contains a Distribution Line Quantity, then the Distribution Amount must be equal to the product of the Distribution Quantity and Unit Price (from the Voucher Line). Additionally, the sum of all Distribution Amounts on the Voucher/Vendor Invoice Distribution Lines must equal the Amount on the Voucher/Vendor Invoice Line
PO_DIST_LINE_NUM	Number	5	No	< PO_DIST_LINE_NUM >	PO Distribution Line Number	Core-CT will no longer be using this field. This field will be left blank if there is no Purchase Order associated with the Voucher to be created. If there is a Purchase Order then this field will contain a valid



State of Connecticut  
Core-CT Project

						Purchase Order Distribution Line for the PO ID, Line Number and Schedule Number entered above
BUSINESS_UNIT_GL	Character	5	Yes	< BUSINESS_UNIT_GL >	General Ledger Unit	This field will contain a valid PSFT General Ledger Business Unit value. Generally, this value will contain a hard-coded value of 'STATE' (current assumption)
ACCOUNT	Character	10	Yes	< ACCOUNT >	Account	This field will contain a valid PSFT Account ChartField value
FUND_CODE	Character	5	Yes	< FUND_CODE >	Fund Code	This field will contain a valid PSFT Fund ChartField value
CLASS_FLD	Character	5	Yes	< CLASS_FLD >	Class Field	This field will contain a valid PSFT Class (SID) ChartField value
PROGRAM_CODE	Character	5	Yes	< PROGRAM_CODE >	Program Code	This field will contain a valid PSFT Program ChartField value
PROJECT_ID	Character	15	Yes	< PROJECT_ID >	Project	This field will contain a valid PSFT Project ChartField value
DEPTID	Character	10	Yes	< DEPTID >	Department	This field will contain a valid PSFT Department ChartField value
CHARTFIELD1	Character	10	No	< CHARTFIELD1 >	Chartfield 1	This field may contain a valid PSFT CHARTFIELD1 ChartField value
CHARTFIELD2	Character	10	No	< CHARTFIELD2 >	Chartfield 2	This field may contain a valid PSFT CHARTFIELD2 ChartField value
BUDGET_DT	Date	10	Yes	< BUDGET_DT >	Budget Date	This field will contain the Budget Date applicable to the Voucher. This date determines the budget period that will be impacted by the expenditures recorded on the Voucher Distribution Lines.
BUDGET_REF	Character	8	Yes	< BUDGET_REF >	Budget	This field will contain





					Reference	the budget year.
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**CHANGE LOG**

Date	Author	Change Description
08/15/03	Michelle Macy	- Updated Amount fields to 23.3 from 23.2
05/19/03	Kristina Root	- Changed description of OPRID field.
05/12/03	Kristina Root	- Vendor SetID is "STATE", not "OSCV1"
04/09/03	Michelle Macy	- Project Id is now required.
4/07/2003	Kristina Root	- Budget Ref is now required
3/25/2003	Kristina Root	- Grayed fields not being used by CORE-CT for this interface.
3/19/03	Frederic Pontaut	- Changed ACCOUNTING_DT and CT_RECEIPT_DT date field descriptions. - Added 'TE' (tax-exempt) to the list of payment handling codes.
02/13/2003	Janak Dave/Elaine Lipovsky	- Added back the column of Field Tags. - Reflected that CT_AP001_PMNT is a sibling record to the Header record (rather than a child). - Corrected the field lengths for the SCHED_NBR, QTY_VCHR and UNIT_PRICE fields on the CT_AP006_LINE record. - Corrected the field length for the QTY_VCHR field on the CT_AP006_DIST record.
01/07/2003	Janak Dave	Modified the GROSS_AMT field size from 28 characters to 23.2.

### Current TBMS Access Rights

**TBMS Security Roles:**

1. Security File Maintenance
2. View Billing
3. Add Orders
4. Send Orders
5. TCU Order Processing
6. Vendor Order Processing
7. Phone Book Maintenance
8. Master File View
9. Master File Maintenance
10. Master File TCU Maintenance
11. Master File TCU Maintenance w/Pins (used for Vendor Calling Cards)
12. Online Tele Directory Maintenance
13. Equipment Inventory File Maintenance

TBMS menu options display according to the user's security role.

**TBMS Users:**

There are about 600 TBMS users. The format of the User Ids are: 1) TAG personnel - TB\_initials\_TB and 2) Agency/DoIT - Agency Number\_initials\_TB

**Agency Access:**

Each Agency will submit a TBMS Access Request form for specified Agency personnel. Depending on the size of the agency, there may be several individuals requiring access. Some agencies have only one individual with TBMS access. See TBMS Access Request on next page.

**TAG (Telecommunications Admin Group) Responsibilities:**

The TAG is responsible for all TBMS Security additions, updates and deletions. Based on an agency's access request, the admin will tailor security access to that agency's personnel's workflow requirements.

Sample of how current roles are used:

Type of User	Security Roles that <b>MAY</b> apply:
TAG Admin User Ids begin with TB_****	Security File Maintenance; View Billing; Add Orders; Send Orders; TCU Order Processing; Vendor Order Processing; Phone Book Maintenance; Master File View; Master File Maintenance; Master TCU Maintenance; Master File Maintenance w/Pins; Online Tele Directory Maintenance; Equipment Inventory File Maintenance
TAG Support Staff User Ids begin with TB_****	View Billing; Add Orders; Send Orders; TCU Order Processing; Vendor Order Processing; Phone Book Maintenance; Master File View; Master File Maintenance; Master TCU Maintenance; Master File Maintenance w/Pins; Online Tele Directory Maintenance; Equipment Inventory File Maintenance
Agency Staff User Ids begin with Agency Code	View Billing; Add Orders; Send Orders; Master File View; Master File Maintenance; Master TCU Maintenance; Master File Maintenance w/Pins; Equipment Inventory File Maintenance
DOIT Staff User Ids begins with Agency Code	View Billing; Add Orders; Send Orders; Master File View; Master File Maintenance; Master TCU Maintenance; Online Tele Directory Maintenance; Equipment Inventory File Maintenance

TAG Admin and TAG Support – When Adding Orders or Sending Orders, the associated emails are not generated. All Agencies data is accessible.

Agency Staff – When Adding Orders or Sending Orders, the associated emails are generated and sent. The Agency can only access that Agency's data. Note: Agency Codes that begin with an alphabetical character has a different access path than the Agency codes that begin with a numeric character.

DoIT Staff sets up the DoIT 10 form (purchase order request) and inputs the TSR (Telecommunication Service Request). This is to process internal machinations (very skeletal use of TBMS unlike how Agencies use TBMS).

## Telephone Billing Management System (TBMS) Access Request

04/2000

Please complete one sheet per user. Send completed sheet to

Department of Information Technology  
Telecommunications Unit  
340 Capitol Avenue - 1st Floor  
(860) 566-3232  
FAX (860) 566-2456

Agency Name \_\_\_\_\_

Agency Address \_\_\_\_\_

Agency Contact \_\_\_\_\_ Telephone # \_\_\_\_\_

Employee Name \_\_\_\_\_ Agency Code \_\_\_\_\_  
First Middle Initial Last

Current Computer Username \_\_\_\_\_  
(Please enter if request is a Change or Delete)

Please check one of the following:  Add  Change  Delete

**PLEASE NOTE: YOU WILL BE ABLE TO ADD/VIEW INFORMATION PERTAINING TO YOUR AGENCY ONLY.**

Type of access requested: (Please indicate a "YES" or "NO" for each option)

\_\_\_\_\_ View Billing Reports

\_\_\_\_\_ Add Telecommunication Service  
Requests (TSR) On-line

\_\_\_\_\_ Submit On-line TSRs to DOIT

\_\_\_\_\_ View Telecommunications Master File Information

\_\_\_\_\_ Change Agency Master File Information

\_\_\_\_\_ Maintain the On-line State Telephone Directory

\_\_\_\_\_ Access to the Telecommunications Equipment Inventory File

**Please Note:** Add and Submit are options within the TBMS On-line Ordering system. **Add** allows a user to create a TSR on the system, while **submit** does the actual transmitting to DOIT.

\_\_\_\_\_ Agency Head Approval

\_\_\_\_\_ Date

### TCU Use Only:

Computer Username: \_\_\_\_\_ Effective Date: \_\_\_\_\_

Password: \_\_\_\_\_ This is your pre-assigned, temporary password. You will be prompted to assign your own password during your initial login.

Agencies: Refer to page 8-6 of the Telecommunications Procedures Manual for instructions on passwords and system logins.