

## **EXHIBIT A**

### **DESCRIPTION OF GOODS AND SERVICES FOR INFORMATION TECHNOLOGY PROFESSIONAL SERVICES**

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#### **1. RELATIONSHIP OF IT PROFESSIONALS TO THE STATE**

- a. IT Professionals are not State employees, as defined by Connecticut General Statutes § 5-196 and are therefore ineligible for any compensation, pension, health care or other similar benefits to which a State employee may otherwise be eligible, regardless of the duration of an IT Professionals working relationship with the State or any similarity, intentional or otherwise, to an existing classified job description.
- b. Although not State employees, IT Professionals are required to adhere to the State's Code of Ethics as outlined by Connecticut General Statutes § 1-97 through § 1-101, while under Contract with the State. Additionally, IT Professionals are expected to understand and conform to applicable State and/or Client Agency policy. Client Agencies shall take the necessary steps to ensure that any IT Professional(s) assigned to their Agency have reviewed the relevant State and Client Agency policy(ies).
- c. When requesting IT Professionals, Client Agencies will provide Contractors with a written Statement of Work (SOW) that outlines the objectives and deliverables that the IT Professional(s) is expected to achieve. Client Agencies are expected to list the specific deliverables, the desired outcome and the timeframe by which the IT Professional is expected to complete that deliverable. Client Agencies will use a standard SOW template for this purpose. This is included as Exhibit F –Statement of Work.
- d. At the discretion of the Client Agency, an IT Professional may be required to submit to a State and Federal Background Check. The cost for such a background check shall be the responsibility of the IT Professional's employer.
- e. IT Professionals are not permitted to be assigned to, or function in, any role that requires them to directly supervise or manage State staff, nor are IT Professionals permitted to exercise any authority that is considered consistent with the roles and responsibilities of a State official. IT Professionals are not permitted to approve requests for time off, be a signatory on behalf of the State, provide direct day to day supervision and direction to State employees, approve procurements and other similar activities.
- f. IT Professionals shall take appropriate steps and precautions to identify themselves as a Contractor, especially when meeting with State staff for the first time. Similarly, IT Professionals shall include such information as part of their email signature. Client Agencies are expected to communicate to any relevant parties that an IT Professional is serving in a consulting capacity and is not a State employee.

#### **2. CONTRACTOR RESOURCES**

During the term of the Contract, the State may request to retain an IT Professional with specific technical expertise, or familiarity with a State system or project. The State shall have

## **EXHIBIT A**

### **DESCRIPTION OF GOODS AND SERVICES FOR INFORMATION TECHNOLOGY PROFESSIONAL SERVICES**

---

the right to require the Contractor to replace any IT Professional provided by their company and assigned to the State if, in the opinion of the State, such IT Professional is unacceptable. The State shall not be penalized in any way, including delays in response to resume requests or deployment of IT Professionals when an employee or subcontractor employee is dismissed.

Should an IT Professional currently performing work for the State leave the Contractor's service, sufficient prior notification shall be given to the State. The Contractor shall notify the State as soon as it is aware of an IT Professional's departure. A minimum of 14 calendar days advance notice shall be given for the planned departure of any IT Professional. The Contractor shall notify the Client Agency within twenty-four hours in the event of an unanticipated departure of an IT Professional.

At the discretion of the Client Agency, it shall be the Contractor's responsibility to replace any IT Professional with an equally or more experienced IT Professional at no additional cost. The Contractor shall also arrange for orderly and timely transfer of knowledge related to the IT Professional's assignment.

Resumes submitted in response to agencies Statement of Work (SOW) requests shall include full disclosure of any prior State placement performance issues.

In the event that the same IT Professional's resume is submitted to a Client Agency by more than one Contractor, that IT Professional shall be deemed ineligible for that position.

Contractor shall make every effort to ensure candidate availability when candidate resume is submitted in response to Client Agency SOW.

### **3. BACKGROUND CHECKS**

In addition to Contractor's standard process, the State reserves the right to request Client Agency specific background checks to be performed by the Department of Emergency Management and Public Protection at the Contractor's cost. Client Agency-specific requirements for background checks shall be communicated as part of the SOW and shall be complied with prior to the start date of any IT Professional hire. Contractor will be responsible for all fees associated with background checks.

### **4. PROFESSIONAL TIME AND EXPENSE POLICY**

The State shall not pay the Contractor for travel time between the IT professional's place of residence and Client Agency location.

The State shall not pay the Contractor any out-of-pocket expenses incurred by an IT professional for travel to the Client Agency location. Reimbursement of travel expenses incurred at a Client Agency's request shall be authorized beforehand, in writing, by the Client Agency. Payments shall not exceed the State's present State Managerial Rate. Prevailing rates information may be found at the following website:

[www.das.state.ct.us/Business\\_Svs/Travel.asp](http://www.das.state.ct.us/Business_Svs/Travel.asp)

## **EXHIBIT A**

### **DESCRIPTION OF GOODS AND SERVICES FOR INFORMATION TECHNOLOGY PROFESSIONAL SERVICES**

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#### **5. WEB SITE FOR CLIENT AGENCY**

The Contractor shall develop and maintain a customized web site designed exclusively for the use by the State for the purpose of requesting the services of one or more IT Professionals for a Client Agency electronically. This web site shall make available the Contract Award, Exhibit B – IT Professional Position Titles, Pricing and Resources, Procedures, Contact Information, and Escalation Information. The web site shall also maintain links to the State’s Standardized SOW and Interview Selection Forms.

Final requirements for the web site will be refined upon Contract award, but will not be considered burdensome for any Contractor. The web site shall be available with all functionality within 30 days of Contract award. Failure to meet this timeframe may result in removal from Contract award. See “Website Requirements” provided in this ITB.

#### **6. ESCALATION INFORMATION**

The Contractor shall provide 24 hour, 7 day procedures to be used by the State which shall include business and home phone numbers, pager numbers, and e-mail address to reach supervisors, managers, directors, and company officers. The Contractor shall describe any automatic escalation that takes place within the organization without intervention by the State. Escalation information shall be maintained and updated by the Contractor on the State Web Page.

#### **7. COMPLIANCE WITH STATE POLICY, STANDARDS AND PRACTICES**

Any IT Professional assigned to a Client Agency is expected to comply with existing state policy. IT Professionals are expected to adhere to the state’s Enterprise Architecture Standards, Best Practices and Principles.

**IT Policy:**

<http://www.ct.gov/best/cwp/view.asp?a=1245&q=253994&doitNav=|&bestNav=|>

**IT Standards:**

<http://www.ct.gov/doitservices/cwp/view.asp?a=3941&Q=466098&doitservicesNav=|>.

#### **8. TERMINATION OF IT PROFESSIONALS**

- a.** Upon thirty (30) days' notice to the Contractor, by the issuance of a Purchase Order Amendment, the Client Agency may terminate any IT Professional noted in any Purchase order. If in the opinion of the Client Agency the ongoing performance of any service provided by Contractor does not conform to the provisions of an issued purchase order, the Client Agency shall give Contractor written notice of nonconformance. Contractor shall have a ten (10) calendar day period to correct any such deficiency. If after the 10 calendar days such service performance level continues to be in nonconformance with the provisions

## **EXHIBIT A**

### **DESCRIPTION OF GOODS AND SERVICES FOR INFORMATION TECHNOLOGY PROFESSIONAL SERVICES**

---

of an issued and accepted purchase order, then Contractor shall be in default of this Agreement and the Client Agency may require Contractor to replace IT Professional at Contractor's expense or terminate the IT Professional without Client Agency further obligation or financial liability.

**b.** Completion of any services of any IT Professional provided hereunder, or the Client Agency's failure to issue any purchase order hereunder, shall not terminate this Contract, the intent of the parties being to leave this Contract in effect for the specified term. Any such termination shall be effected by delivery to the Contractor of a written notice of termination. The notice of termination shall be sent to the Contractor address furnished to the State for purposes of correspondence or by hand delivery. Upon receipt of such notice, the Contractor shall both immediately discontinue all services affected (unless the notice directs otherwise) and deliver to the State all data, drawings, specifications, reports, estimates, summaries, and such other information and materials as may have been accumulated by the Contractor in performing his duties under this Contract, whether completed or in progress. All such documents, information, and materials shall become the property of the State. In the event of such termination, the Contractor shall be entitled to reasonable compensation as determined by the Commissioner of the Department of Administrative Services, however, no compensation for lost profits shall be allowed.

#### **9. SELECTION PROCESS**

**a.** The Contractor prior to responding to a request to provide an IT Professional to any Client Agency shall be provided a SOW.

This SOW, unless modified by the Client Agency, shall be the performance guide to be used by both the Contractor and Client Agency. Revisions made in any SOW shall be made in writing by the Client Agency to the Contractor. The Contractor shall prepare a not to exceed estimate to incorporate the change into the project and detail any project timeframes. Client Agency shall approve not to exceed estimate and shall be included in revised SOW.

Payments for such changes shall be made in the same manner as stated in the original purchase order.

When receiving a request from any Client Agency, the Contractor shall provide a minimum of three (3), but no more than six (6), resumes from qualified IT Professionals within three (3) business days of the notification date. When submitting resumes, the Contractor shall also provide a completed Form I-9, Employment Eligibility Verification with acceptable documents establishing identity and employment authorization, signed, notarized copies of the most recent [Gift and Campaign Contribution Certification and Affirmation of Receipt of State Ethics Laws Summary](#). Both forms are available on the Office of Policy & Management's website at

[http://www.ct.gov/opm/cwp/view.asp?a=2982&q=386038&opmNav\\_GID=1806](http://www.ct.gov/opm/cwp/view.asp?a=2982&q=386038&opmNav_GID=1806). Any resource requested shall be available for deployment within one (1) week from date of purchase order unless otherwise agreed to by the parties hereto.

## **EXHIBIT A**

### **DESCRIPTION OF GOODS AND SERVICES FOR INFORMATION TECHNOLOGY PROFESSIONAL SERVICES**

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**b.** The Client Agency shall have the opportunity to interview and accept or reject any IT Professional recommended by the Contractor to provide services to Client Agency.

**c.** The Contractor shall comply with any Client Agency requirement for status reporting, management methodologies, related documentation, computer operations, standards, practices, and published security procedures.

**d.** The services of an IT Professional shall not be deemed completed until all aspects of the Statement of Work have been completed to the Client Agency's satisfaction, including implementation and post audit. Approval by the Client Agency shall not be unreasonably withheld.

**e.** Contact information for IT Professional's previous or current work with the State shall be provided to the Client Agency at time of interview. Contractors are expected to fully disclose any known performance issues involving any candidate submitted to a Client Agency in response to an SOW.

Resumes shall be sent electronically, in Portable Document Format (PDF) standard, to the Client Agency's contact person identified in the resume request.

#### **10. USE OF PHONE INTERVIEWS IN LIEU OF IN-PERSON INTERVIEWS**

Client Agencies have the discretion to conduct interviews by phone for candidates that are unable to travel to the Client Agency's state facility. The state shall not be responsible for any travel-related costs that may be incurred as a consequence of a Client Agency's request for an in-person interview of any candidate submitted to a Client Agency. Contractors are expected to make every effort to ensure that the individual participating in a phone interview is, in fact, the individual represented in the resume submitted to the Client Agency.

#### **11. DATES OF SERVICE**

No IT Professional services shall be provided to any Client Agency prior to the start date specified in the purchase order nor shall the services of an IT Professional continue beyond the end date specified in the purchase order unless such purchase order has been amended.

#### **12. FINANCIAL CONSIDERATIONS**

**a.** Work Day

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

**b.** Computing Payments

The Client Agency shall allow billing for one-half (1/2) hour increments up to eight (8) hours in any one day. Overtime in a standard workday requires prior Client Agency and

## **EXHIBIT A**

### **DESCRIPTION OF GOODS AND SERVICES FOR INFORMATION TECHNOLOGY PROFESSIONAL SERVICES**

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DAS/BEST written approval. Revisions made in any SOW shall be made in writing by the Client Agency to the Contractor.

**c. Travel Time**

The Client Agency shall not pay the Contractor for daily travel time between the IT Professionals place of residence and Client Agency. All other travel shall be reimbursed only if approved in advance by the Client Agency. Travel expenses shall be reimbursed at State Manager rates. Travel Reimbursement Reference Chart available at <http://www.osc.ct.gov/manuals/TravelProc/contents.htm>.

**d. Expenses**

The Client Agency shall not pay the Contractor any out-of-pocket expenses incurred by a IT Professional for travel to Client Agency. Reimbursement of travel expenses incurred at a Client Agency's request shall be authorized in advance, in writing, by the Client Agency. Payments shall not exceed the State's present prevailing reimbursement rates for State Managers.

**e. Enhanced Training**

The Client Agency shall not allow a IT Professional to attend training courses at the expense of the Client Agency, unless such courses are in the best interests of the State and is approved prior to entering into an approved SOW.

**f. Personnel Movement Costs**

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

**g. Experience of IT Professional**

There shall be no upward reclassification of an IT Professional during the term of the SOW into a higher experience category for pay purposes.

### **13. SUPPLIER REQUIREMENTS**

Contractor is required to obtain and keep current Form I-9, Employment Eligibility Verification issued by the U.S. Department of Homeland Security, US Citizenship and Immigration Service supporting each IT Professional's authorization for employment in the United States (<http://www.uscis.gov/files/form/i-9.pdf>). The State reserves the right to audit these documents and will require a completed Form I-9 prior to approving any Client Agency request.

### **14. REPORTING**

The Contractor shall submit monthly reports to DAS Procurement, at no additional charge, no later than ten (10) days after the end of each month this Contract is in effect. These reports shall be on forms approved in advance by DAS in writing. The Contractor shall provide these

**EXHIBIT A**

**DESCRIPTION OF GOODS AND SERVICES FOR INFORMATION TECHNOLOGY  
PROFESSIONAL SERVICES**

reports to any Client Agency when requested, at no additional charge. Contractor submitted reports shall reflect setup and fields indicated in the Sample Reports provided in this ITB as Exhibit D, Sample Reports.

**15. IT PROFESSIONAL COMMITMENT**

- a. Unless the Client Agency terminates the IT Professional noted in an applicable purchase order, by issuance of an amendment or cancellation of the purchase order, as may be applicable, any IT Professional assignment resulting from such purchase order shall remain in force until the purchase order specified assignment end date.
- b. If the Contractor terminates any IT Professional prior to the end date specified in the purchase order, the State shall receive a credit based upon the following table:

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

**16. PERFORMANCE FAILURE**

If an IT Professional fails to perform as specified in the Statement of Work or the IT Professional is found by the Client Agency to lack the basic skills for which she/he was selected, the IT Professional shall be immediately terminated and the Client Agency shall be immediately receive a credit based upon the following table:

<u>Number of Work Days Worked by the IT Professional</u>	<u>Calculation of Customer Credits</u>
1 thru 15 days	Credit for total charges plus 10% of such charges to cover Contract User's administrative overhead
16 thru 30 days	Credit for one half (50%) of total charges
31 days and thereafter	Credit for ten (10) work days of charges

**17. RATES AND PAYMENTS**

Contractor agrees to provide the IT Professional services at rates not exceeding the rates set forth in Exhibit B – IT Professional Position Titles, Pricing and Resources.

**EXHIBIT A**

**DESCRIPTION OF GOODS AND SERVICES FOR INFORMATION TECHNOLOGY  
PROFESSIONAL SERVICES**

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

All charges against the Contractor, including credits, shall be deducted from current obligations that are due or may become due. In the event that payment is not made in this manner, the Contractor shall pay the State the amount of such charges. The Contractor agrees that the presentation of any claim against the State arising from this Contract shall be in accordance with Chapter 53 of the Connecticut General Statutes (Claims against the State) and the Contractor further agrees not to initiate legal proceedings in any State or Federal Court in addition to, or in lieu of, said Chapter 53 proceedings.

**18. WEB SITE, NEWS RELEASES, COMMERCIAL ADVERTISING**

The Contractor shall develop and maintain a customized website exclusively for the use of the State and Client Agencies. Website shall include the Contract Award, Exhibit B – IT Professional Position Titles, Pricing and Resources information procedures and policies, contact information, escalation information and any other information deemed necessary by the State. All information on the website shall be approved in writing by the State prior to posting. Contractor news releases and commercial advertising which pertain to this Contract shall neither be made nor authorized by the Contractor without prior written approval of the State.

Contractor's State of Connecticut IT Professional Services website shall include:

1. Categories and Pricing of current Contract
2. Home Page shall include links to:
  - a. On line fillable Statement of Work Template See Exhibit F-SOW Template
  - b. Escalation Policy, Procedure and Contact Information
  - c. Emergency 24 hour contact information
  - d. Contract Award and Supplements
3. Web Page shall allow for the following functionality:
  - a. Client Agency information shall be entered by requestor and sent electronically to Contractor.

**EXHIBIT A**

**DESCRIPTION OF GOODS AND SERVICES FOR INFORMATION TECHNOLOGY  
PROFESSIONAL SERVICES**

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- b. Each position title shall be linked to its description with pricing and links to “Statement of Work Template” or “Interview Selection Sheet.”
  - c. By choosing either, the appropriate fillable form shall populate with position information and Contractor pricing.
  - d. Web Page shall allow for at least one reviewer/approver function above requester.
  - e. Email notification of pending review/approval and email notification of final approval and submission to Contractor.
  - f. Upon receipt by Contractor, system shall generate email notification of receipt of request.
  - g. Contractor shall reply via system with three to five available IT Professional resumes, information and pricing, generating email notification of submission of requested documentation to Client Agency
4. Client Agency reporting at agency level and Administrator reporting by Contract/Statewide (optional)
5. The State reserves the right to request IT Professional time be tracked via the State’s CORE-CT system.