

State of Connecticut

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# Request for Proposal #13PSX0243

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## CONNECTICUT WOMEN AND INFANT CHILDREN (WIC) CASE MANAGEMENT SYSTEM

Contract Specialist: **Elizabeth Basso**

Date Issued: **27 January 2014**

Due Date: **28 February 2014**

**Department of Administrative Services**



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# Request for Proposals (RFP)

## CONNECTICUT WOMEN AND INFANT CHILDREN (WIC) CASE MANAGEMENT SYSTEM (CMS)

### Guide to Electronic Proposal Submissions

#### 1. Introduction To BizNet

It is now a requirement of Department of Administrative Services (DAS)/Procurement Services that all Companies create a Business Network (BizNet) Account and add your company profile in the BizNet system. Companies are responsible for maintaining company information as updates occur. Please Note: If you are certified through the Supplier Diversity or the Pre-Qualification Program, you have already created a BizNet account.

The BizNet login is: <https://www.biznet.ct.gov/AccountMaint/Login.aspx>

New Companies: Create an account by clicking the BizNet login link above and then the button on the right labeled "Create New Account". Login and select CT Procurement and Company Information. Please be sure to complete information in all tabs (Company Information, Accounts, Address, etc...).

Existing Companies Needing to Update Their Information: Login to BizNet and select CT Procurement and Company Information.

If you are having difficulty connecting to your account or downloading/uploading forms, please call DAS/Procurement Services at 860-713-5095.

#### 2. Business Friendly Legislation

As a result of Public Act 11-229, DAS/Procurement Services' goal is to make doing business with the State of Connecticut more business friendly. To eliminate redundancy, forms that were repetitively filled out with each request for proposal are being automated in BizNet.

DAS/Procurement Services began the transition to on-line bidding by automating the submission of Affidavits and Non-Discrimination forms on October 1, 2011. Companies can submit forms electronically to their BizNet account if they haven't already done so. These forms must be updated on an annual basis, no later than 30 days after the effective date of any material change rather than completing them with each proposal submittal. Companies that have already filed these forms have the ability to view, verify and update their information prior to submitting a proposal response.

#### **Instructions for Uploading Affidavits and Non-Discrimination Forms:**

**Click on the following link for instructions on how to upload Affidavits and Non-Discrimination forms:**

<http://das.ct.gov/images/1090/Upload%20Instructions.pdf>

(a) AFFIDAVITS

**THE FOLLOWING FORMS MUST BE SIGNED, DATED, NOTARIZED, UPLOADED OR UPDATED ON BIZNET. TO OBTAIN A COPY OF THESE FORMS, YOU MUST LOGIN INTO BIZNET AND FOLLOW THE INSTRUCTIONS LISTED ABOVE.**

- (1) OPM Ethics Form 1 – Gift & 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) OPM Ethics Form 7 – Iran Certification

For information regarding these forms, please access the Office of Policy & Management's website by clicking on the following link: <http://www.ct.gov/opm/cwp/view.asp?a=2982&q=386038>

(b) NON-DISCRIMINATION –

**CHOOSE ONE (1) FORM THAT APPLIES TO YOUR BUSINESS. COMPLETE AND UPLOAD OR UPDATE ON BIZNET ANNUALLY. TO OBTAIN A COPY OF THESE FORMS, YOU MUST LOGIN INTO BIZNET AND FOLLOW THE INSTRUCTIONS LISTED ABOVE.**

- (1) Form A – Representation by Individual (Regardless of Value)
- (2) Form B – Representation by Entity (Valued at \$50,000 or less)
- (3) Form C – Affidavit by Entity (RECOMMENDED) (Valued at \$50,000 or more)
- (4) Form D – New Resolution by Entity
- (5) Form E – Prior Resolution by Entity

For information regarding these forms and on which form your company should complete, please access the Office of Policy & Management's website by clicking following link:  
[http://www.ct.gov/opm/cwp/view.asp?a=2982&q=390928&opmNav\\_GID=1806](http://www.ct.gov/opm/cwp/view.asp?a=2982&q=390928&opmNav_GID=1806)

**3. New Revised Process – Online Proposal Responses**

Any proposal posted by DAS/Procurement Services must be submitted electronically. The common forms listed below have also been automated in the BizNet system. In addition, specific forms are now fillable, as noted below. To complete forms; download them from your BizNet account, complete your submittal response, and upload these documents (as well as any other required submittal documents) through BizNet prior to the opening date and time. Late submissions will not be accepted. Proposals are not publicly opened and are not available for viewing until after the Contract has been awarded.

- Signature Page (RFP-26)
- Employment Information Form (DAS-45) – Fillable Form
- Statement of Qualifications (DAS-14) – Fillable Form
- Attachment 6 – Product & Pricing Schedule (RFP-16)
- RFP Addendum (RFP-18) – if applicable

Additional forms such as those listed below must be reviewed carefully and accepted by the proposer prior to proposal submittal:

- Standard Terms and Conditions (RFP-19)
- Contractor Authorization Guide (DAS-28)  
This form must be signed by the person identified in the Corporate Resolution or By-Laws, as the party legally authorized to bind the company. A link to the guide and sample forms is provided below:  
[das.ct.gov/purchase/info/DAS 28.pdf](http://das.ct.gov/purchase/info/DAS%2028.pdf)
- Request for Proposal Document (RFP-22)
- Request for Proposal Contract (RFP-50)
- Attachment 3 - Deliverables
- Attachment 2 – SEEC Form 11

**4. Insurance Accord Certificates**

Contractor is responsible for maintaining their BizNet account with new and/or updated insurance information.

Documentation will need to be uploaded to your BizNet account evidencing that the state is an additional insured:

- (a) Certificate of Insurance (Accord Form)
- (b) The insurance policy declaration page
- (c) The additional insured endorsement to the policy

Training documentation is available through the DAS Website under “DAS Business Friendly Initiatives” at the following website: <http://das.ct.gov/cr1.aspx?page=371>

***Proposers are cautioned that there may be additional documents, attachments or requirements depending on the complexity of the RFP. Please read ALL RFP documents carefully and provide all required information. Failure to do so may result in rejection of your proposal.***

## Overview

The State of Connecticut Department of Administrative Services (DAS) is issuing this Request for Proposals (RFP) to solicit Proposals for the procurement, transfer and implementation of a Women and Infant Children (WIC) Case Management System (System) with capabilities exceeding or equal to the State of Michigan's MI-WIC Case Management System (MI-WIC) from interested and qualified contractors. The State desires to procure the required transfer and implementation services to support the modernization of the CT WIC program.

MI-WIC is the web based WIC case management system used by Michigan. There are variations of the application in South Dakota, Florida, Maryland, and Delaware. The software was publically funded by USDA and may be transferred to any state without cost for the software.

Through this RFP, the State specifically seeks to achieve the following objectives:

- Replace our legacy mainframe system
- Convert all client data to the new System
- Have a System which is EBT capable
- Build necessary interfaces to other Systems
- Modify the MI-WIC System to address Connecticut specific requirements
- Improved reliability and supportability
- Reduced manual processing
- Improved data accuracy
- Reduced fraud
- Reduced risk by adopting currently supportable technology

The Statewide WIC Information System (SWIS) was originally rolled out in Connecticut in 1995. This mainframe SWIS has been modified over the years to have a Visual FoxPro frontend. This provided additional functionality, but does not address some of the data issues with complex cases (i.e. pregnant mothers who are breastfeeding, multiple births, mothers who are child dependents) and various client histories such as eligibility determinations and multiple pregnancies. The SWIS does not meet the 2020 mandate to be EBT ready. And most importantly, the SWIS is past end of life and is not supportable long term. The distributed nature of the SWIS requires additional hardware at local agencies and limits options for remote support.

A modern, EBT ready, browser based System offers several advantages:

- It reduces mainframe reliance and accompanying costs.
- It reduces the need for servers at Local Agencies.
- It eliminates the need for beginning of day and end of day administrative functions at Local Agencies.
- It increases the ability to do remote troubleshooting and greatly reduces travel costs.
- By following current industry standards, there are numerous options for ongoing development support.

The State's intent is to roll out the System at the same time as the Electronic Benefits Transfer (EBT) initiative. Connecticut is participating in the Northeast Coalition of States (NCS) contract for EBT services. The System Contractor shall ultimately work with the EBT Contractor on the interface between the two systems. Schedules shall be determined collectively between both parties, and shall be dependent on funding. Alternatively, the System may initially be implemented with the check processing module developed for South Dakota and EBT integration would be done at a later date.

## Scope of Services

The Department of Administrative Services (DAS), on behalf of the Department of Public Health (DPH) WIC is seeking to contract with a single, full-service Contractor to procure and transfer the System to the State and provide implementation services necessary to modify the System to Connecticut's needs. This includes both custom development and transfer and customization of select modules which may be in use in other states such as Maryland, Delaware, South Dakota, or Florida.

Other key objectives are:

- 1) Migration/conversion of existing WIC data from the legacy SWIS application. This shall be done as a phased conversion for 24 local Departments.
- 2) Integration with the State's EBT vendor in order for WIC to issue EBT benefits through the System.
- 3) Develop interfaces with Medicaid for Husky A recipients, DCF (Department of Child and Families) for foster child management, ESRI for geocoding, and other interfaces as required.
- 4) Customization of the System to meet Connecticut's needs.
- 5) Integration with DPH environmental public health tracking system to include maternal and early childhood data sets as part of DPH's reporting infrastructure. (This is an existing public SharePoint portal, which allows self-service access to dynamic public health information for topics such as water quality, air quality, lead, and asthma.)
- 6) Develop a collaborative relationship with other states using the MI-WIC System so that modules and code can be reused easily between state projects.
- 7) Develop an internal skill base so DPH Information Technology staff can maintain and make modifications as needed post implementation.
- 8) Provide a warrantee/maintenance period of support post implementation. It is intended that day-to-day support will be Performed by DPH IT staff to the extent possible. Contractor shall be responsible for changes and bug fixes beyond the scope of day-to-day support.

The system and any modifications must be in compliance with the FReD requirements

[http://www.fns.usda.gov/apd/WIC\\_FRED.htm](http://www.fns.usda.gov/apd/WIC_FRED.htm)

The Contractor shall provide Universal Interface compliant transfers.

<http://www.fns.usda.gov/wic/ebt/guidance.htm>.

The contractor shall utilize the existing interface modules developed in Florida and Delaware to update the interface to comply with the 2012 USDA WIC Universal MIS-EBT Interface document. The EBT Contractor shall also be required to update their system interface to meet these updated 2012 MI WIC interface requirements.



## Instructions to Proposers

### 1. Proposal Schedule

RELEASE OF RFP:	Date:	27 January 2014
RECEIPT OF QUESTIONS:	Date:	7 February 2014, by noon Eastern Time
ANSWERS TO QUESTIONS POSTED AS ADDENDUM:	Date:	13 February 2014
RFP DUE DATE:	Date:	28 February 2014 at 2:00 pm Eastern Time

### 2. Questions:

Questions for the purpose of clarifying this RFP must be received no later than the date and time specified in Section I, "Proposal Schedule" and must be directed to the Contract Specialist, Elizabeth Basso via email: [elizabeth.basso@ct.gov](mailto:elizabeth.basso@ct.gov).

### 3. Communications

During the period from your organization's receipt of this Request for Proposal, and until a contract is awarded, your organization shall not contact any employee of the State of Connecticut concerning this procurement except in writing directed to the Contract Specialist, Elizabeth Basso via email: [elizabeth.basso@ct.gov](mailto:elizabeth.basso@ct.gov).

### 4. Solicitation Submission

Solicitations shall be submitted online by the RFP due date and time only. Proposers must upload their solicitation submission to their BizNet Account.

## Product and/or Service Specifications

The services to be provided include, but are not limited to the following, collectively referred to as "Services":

- 1) Migration/conversion of existing WIC data from the legacy SWIS application. This shall be done as a phased conversion for 24 local agencies.
- 2) Integration with the State's EBT Contractor so WIC can issue EBT benefits through the System.
- 3) Providing expertise on best practices for WIC case management
- 4) Database customization and conversion (planned move from Oracle to SQL Server)
- 5) Interface development to other systems as needed
- 6) Customization of the System to meet Connecticut's needs.
- 7) Integration with DPH environmental public health tracking system to include maternal and early childhood data sets as part of our reporting infrastructure.
- 8) Reports development and/or integration with other agency reporting platforms
- 9) Knowledge transfer to State IT staff to maintain the system post implementation. DPH IT staff shall Perform routine daily activities.
- 10) Work with Connecticut's Bureau of Enterprise Systems and Technology on hosting or network issues relative to the System application or separate portals for Contractors.
- 11) Integration with the State's Single Sign On application
- 12) Provide second level customer service and bug fixes post implementation
- 13) Deliverables and project reporting as required

The System shall be capable of integration with a single sign on application to provide enterprise identity management and authentication functions. The State currently utilizes Novell Access Manager.

The Contractor shall be required to comply with State of Connecticut Security Standards. The Contractor shall be responsible for ensuring the appropriate security measures are put in place to protect System from intrusions and other attacks as well as safeguarding the confidentiality, integrity, and availability of data. This includes data while it is created, entered, processed, communicated, transported, disseminated, stored, or disposed. Any unauthorized breach/access, theft or release of State's data shall be immediately disclosed to the Department and both DAS Procurement and DAS Bureau of Enterprise Systems Technology. The State also reserves the right to conduct periodic risk assessments.

The application shall be hosted within the State's data center. All hardware shall be provided by the State and shall use virtual environments wherever possible. Interfaces to external applications such as the EBT vendor servers and the National Universal Product Code database shall be required.

The Contractor shall provide the Connecticut WIC program with customized manuals and training materials specific to the Connecticut System.

The System shall be able to interface with the Department's ESRI GIS (geographic information system) and have an integrated capacity for location awareness for information hosted via the Portal, as well as the capability to recognize and visualize geospatial data. The Portal shall provide for the deployment of an integrated map visualization capacity, supported by open and publishable APIs that would enable deeper integration opportunities with other state GIS applications in the future. In addition, it shall enable an automated ability to discover and access spatial information and provide a simple and intuitive map application interface environment with the ability to rapidly render maps.

Participating Departments and other government entities as permitted by law, may elect to secure the Contractors' services for certain work efforts specifically relating to the State of Connecticut WIC System. Work efforts may include, but are not limited to, a variety of new development efforts, reusable solutions, rapid application development programming routines, interfaces and other processes. All requests shall be reviewed, prioritized, and approved by the appropriate State management and/or governance. A request process shall be developed between the State and the Contractor.

The Contractor acknowledges that all data, unless specifically identified otherwise, is owned by the State, including all right, title, and interest in and to all databases and all derived data products (and all intellectual property rights subsisting within) created, manipulated, or directly purchased as part of an Agreement.

The Contractor shall follow a System Development Methodology (SDM) when developing modifications to the System.

The System and associated public-facing applications shall be appropriately coded to account for the variety of citizens and their online preferences. In addition, all websites and applications shall comply with Section 508 of the Rehabilitation Act (29 U.S.C. 794d).

## Product Deliverables

Please see Attachments 3, Deliverables and 4, Functional Requirements.

## Proposal Requirements

### 1. Contract Period

The State intends that this contract shall be in effect for a period of five years from Effective Date with extension options to be exercised at the State's sole discretion up to five years.

DAS, in its sole discretion, may extend this Contract for additional terms beyond the original term, prior to Termination or expiration, one or more times for a combined total period not to exceed the complete length of the original term.

### 2. Mandatory Extension to State Entities

Proposers are required to offer and extend this Contract (including pricing, terms and conditions) to Political Sub-Divisions of the State (Towns and Municipalities), Schools, and Not-For-Profit Organizations.

When a Political Sub-Division, School, and/or Not-For-Profit Organization utilizes this Contract all references to the "State" are hereby replaced with the Name of the Using Sub-Division, School, or the name of the Not-For-Profit Organization.

### 3. Subcontractors

DAS must approve any and all subcontractors utilized by the contractor prior to any such subcontractor commencing any work. Contractor acknowledges that any work provided under the contract to any state entity is work conducted on behalf of the State and that the Commissioner of DAS or his/her designee may communicate directly with any subcontractor as the State deems to be necessary or appropriate. Contractor shall be responsible for all payment of fees charged by the subcontractor(s). A performance evaluation of any subcontractor shall be provided promptly by the contractor to DAS upon request.

Contractor must provide the majority of services described in the specifications.

### 4. Stability of Proposed Prices

Any price offerings from proposers must be valid for a period of 120 days from the due date of the proposals.

**5. Amendment or Cancellation of the RFP**

DAS reserves the right to cancel, amend, modify or otherwise change this RFP at any time if it deems it to be in the best interest of the State to do so.

**6. Proposal Modifications**

No additions or changes to any proposal will be allowed after the proposal due date, unless such modification is specifically requested by DAS. DAS, at its option, may seek proposer retraction and/or clarification of any discrepancy or contradiction found during its review of proposals.

**7. Proposer Presentation of Supporting Evidence**

Proposers must be prepared to provide any evidence of experience, performance, ability, and/or financial surety that DAS deems to be necessary or appropriate to fully establish the performance capabilities represented in their proposals.

**8. Proposer Demonstration of Proposed Services and or Products**

At the discretion of DAS, proposers must be able to confirm their ability to provide all proposed services. Any required confirmation must be provided at a site approved by DAS and without cost to the State.

**9. Erroneous Awards**

DAS reserves the right to correct inaccurate awards. This may include, in extreme circumstances, revoking the awarding of a contract already made to a proposer and subsequently awarding the contract to another proposer. Such action on the part of DAS shall not constitute a breach of contract on the part of DAS since the contract with the initial proposer is deemed to be void and of no effect as if no contract ever existed between DAS and such proposer.

**10. Proposal Expenses**

Proposers are responsible for all costs and expenses incurred in the preparation of proposals and for any subsequent work on the proposal that is required by DAS.

**11. Ownership of Proposals**

All proposals shall become the sole property of the State and will not be returned.

**12. Ownership of Subsequent Products**

Any product, whether acceptable or unacceptable, developed under a contract awarded as a result of this RFP shall be the sole property of the State unless otherwise stated in the contract.

**13. Oral Agreement or Arrangements**

Any alleged oral agreements or arrangements made by proposers with any State agency or employee will be disregarded in any State proposal evaluation or associated award.

**14. Emergency Standby for Goods and/or Services**

In the event of a declared emergency or natural disaster within the State of Connecticut, not resulting from inadequate inventory or contract expiration, but which are expected to be temporary in nature, DAS and/or the Client Agency reserves the right to request the goods and/or services called for in this Contract from the Contractor. The Contractor shall make best effort to provide goods and/or services at the time and in the manner specified by DAS and/or the Client Agency. From the time a request for goods and/or services is made the Contractor shall acknowledge the request within two (2) hours. If the Contractor is unable to respond or provide the goods and/or services requested, DAS and/or the Client

Agency reserves the right to procure said good and/or services from another source. Contractors called upon to Perform under emergency circumstances shall supply goods and/or services in a timely manner such that time is of the essence. Contractors shall offer the DAS and/or Client Agency first priority for goods and/or services, which are unknown at this time, but which may be required during an actual emergency, from its regular sources of supply at the rates set forth in Attachment 6 of this Contract.

**15. Conformity and Completeness of Proposals**

To be considered acceptable, Proposals must be complete and conform to all material RFP instructions and conditions. DAS, in its sole discretion, may reject in whole or in part any Proposal if in its judgment the best interests of the State will be served.

**16. Contract Award**

The State reserves the right to award this Contract in a manner deemed to be in the best interest of the State and may include, but not be limited to:

A. by item, group of items, or in its entirety

B. geographic location to adequately service the entire State of Connecticut in the best possible manner

C. Multiple Vendor Award

A selection committee will review and score all proposals. The following information, in addition to the requirements, terms and conditions identified throughout this RFP Document, will be considered as part of the Selection process and are listed in order of relative importance.

1. Applicable Content

Ability to meet technical requirements

2. Experience

Prior WIC and Governmental engagements

3. Financial & Rate Structure:

Form RFP-16 Attachment 6 – Product & Pricing Schedule

4. Corporate Capabilities:

Length of Time in Business

References

DAS may award by individual item, group of items, or the entirety of all items. DAS may also reject any and all RFPs in whole or in part, and waive minor irregularities and omissions if the best interest of the state will be served.

## Submittal Requirements

Proposers shall submit Proposals in two (2) separate files via separate document upload:

### 1. Business Information and Technical Proposal

- Transmittal Letter

- Executive Summary

- Business Information:

  - Brief business history outlining length of time in business

  - Past 2 years financial statements. *Should proposers wish this information to be considered confidential, this information should be clearly marked "Confidential" and uploaded as a separate electronic file. (This information will not be made viewable to the public and will only be reviewed by the evaluation committee.)*

o Three (3) Client References: please provide the following information for each reference  
Name of company, Contact name, Telephone number, and Description of work provided  
*Should proposers wish this information to be considered confidential, this information should be clearly marked "Confidential" and uploaded as a separate electronic file. (This information will not be made viewable to the public and will only be reviewed by the evaluation committee.)*

- Past Performance and Experience as relating to this solicitation, detailed and concise
- Proposed Project Plan
- Project Management Team
- General Requirements, as detailed in this section
- Knowledge Requirements, as detailed in this section
- Technical Requirements, as detailed in this section
- Additional Requirements, as detailed in this section

## **2. Financial Proposal**

- Financial Proposal/Form RFP-16 Attachment 6 Product & Pricing Schedule

## **GENERAL REQUIREMENTS**

### 1) Title and Table of Contents

The Technical Proposal shall begin with a title page bearing the name and address of the Proposer and the number and name of this RFP. A table of contents shall follow the title page for the Technical Proposal.

### 2) Proposed Project Plan

The Proposer shall include a draft of its proposed Project Plan. The Plan shall include high level tasks as a phased approach. Project plan shall be in Microsoft Project and pdf formats.

### 3) Project Management Team

The Proposal shall include a description of the Project Management Team – including an explanation of each team member's experience, relevant background and anticipated duties. Include brief resumes for each. The Proposer shall identify the individual who will be the single point of contact within its organization to work directly with the State on all aspects of the proposed services. The State reserves the right to interview and approve of the Proposer's staff assigned to work directly on



the project. This includes the single point of contact and Project Management Team who will work with the State on any aspect of the project.

4) Proposed Implementation Plan

The Proposal shall include a response to the RFP's Implementation Plan. This shall include additional documentation planned based on Proposer's individual approach, and any planned variances from the recommended Implementation Plan.

5) Scope of Work

The Proposal shall include a summary of work to be completed, estimated hours, and projected costs for each of the following line items (based on Attachment 3 Deliverables):

1)JAD Sessions

2)Installation and Base Configuration

3)Implementation of Functional Gaps

- a.Certification
- b.Nutrition
- c.Food Management
- d.Food Benefits Issuance
- e.Benefits Redemption
- f.Finance
- g.Operations
- h.Vendor Management
- i.Scheduling
- j.EBT Readiness

4)Implementation of Major Gaps

- a.Food Allergies
- b.General Notification Functions
- c. General & Vendor Management Alert Function
- d.Max Price Determination
- e.Vendor Price Index
- f. Vendor Portal
- g.Finance – NSA Budgets and Costs
- h.Interfaces
- i. Inventory Management
- j. Local Agency Monitoring Reports
- k. Vendor Monitoring
- l. Vendor Sanctions and Appeals
- m.Porting of Database to MS SQL Server

5)Conversion

- a.Participant scripts
- b.Vendor scripts
- c. Conversion support

- 6) Testing
  - a. Test Script Development
  - b. System / Integration and Performance Testing Support
  - c. UAT Testing Support
- 7) User Guides and Documentation
- 8) Rollout Support

## **KNOWLEDGE REQUIREMENTS**

- 1) WIC Automation Experience  
The Proposer shall have experience developing and implementing CMS's for state WIC agencies.  
Response Requirement:  
The Proposer shall outline their experience implementing WIC Systems. The Proposer shall also provide contact information for one or more WIC agencies where the Proposer has Performed work.
- 2) System Transfer Experience  
The Proposer shall have experience transferring a health and human services (WIC, SNAP, TANF, etc.) system used.  
Response Requirement:  
The Proposer shall provide details of a successful transfer of a System from one state to another.
- 3) Interface Development  
The System shall be capable of interfacing with a variety of platforms. Some may require Service Oriented Architecture (SOA) interfaces where others may be batch file transfers. Proposer shall have an understanding of, and experience in, both approaches.  
Response Requirement:  
The Proposer shall provide examples of interfaces they have developed for state agency Systems and the technologies used.
- 4) Electronic Benefits Transfer (EBT) Knowledge  
The State of Connecticut may be implementing EBT during this project. Proposer shall have experience in at least one government EBT area (SNAP, WIC, UI, Child Support, etc.) Preference shall be given for WIC EBT experience.  
Response Requirement:  
The Proposer shall list details of one or more government projects where electronic benefits issuance were among the System functions.

## **TECHNICAL REQUIREMENTS**

- 1) System Demonstration

The State of Connecticut needs to know that the Proposer has the required skills to host a development environment and has sufficient knowledge of the System.

Response Requirement:

The Proposer shall provide a URL with at least one demo login for each of the application areas.

2) Identity Management and Authentication Services

The System shall be capable of integration with a single sign on application to provide enterprise identity management and authentication functions. The State currently utilizes Novell Access Manager.

Response Requirement:

Describe how the proposed solution would work with single sign on and Proposer's experience with such.

3) Security

The Contractor shall be required to comply with State of Connecticut Security Standards. The Contractor shall be responsible for ensuring the appropriate security measures are put in place to protect System from intrusions and other attacks as well as safeguarding the confidentiality, integrity, and availability of data. This includes data while it is created, entered, processed, communicated, transported, disseminated, stored, or disposed. Any unauthorized breach/access, theft or release of State's data shall be immediately disclosed to the Department and both DAS Procurement and DAS Bureau of Enterprise Systems Technology. The State also reserves the right to conduct periodic risk assessments.

Response Requirement: Describe the approach to security, including, but not limited to, the use of firewall hardware and software and how these shall be configured within the network. The Proposer shall provide diagrams that detail its schema for network, server, and transaction security. Please indicate if solutions are FIPS validated and/or compliant to appropriate regulatory environments. If proposed solutions have undergone a comprehensive risk assessment, please provide detail including reports of findings, etc. Describe the capability, policy, and practice of detecting, containing, and reporting security incidents. Describe any security incidents have occurred related to the proposed solution in other installations.

4) Hosting

The application shall be hosted within the State's data center. All hardware shall be provided by the State and shall use virtual environments wherever possible. Interfaces to external applications such as the EBT vender servers and the National Universal Product Code database shall be required.

Response Requirement: Proposer shall provide examples where they have implemented a System within a state network that also had external interface components that were outside the network.

5) Training

The WIC program intends to leverage in house or contracted trainers to provide end user training on the application. Trainers will need to learn the application and the Proposer shall provide trainers with the required tools and background to train effectively.

Response Requirement: The Proposer shall describe the types of training materials they can provide to potential trainers. Proposer shall additionally propose direct user training if they feel this may be more effective.

6) Documentation

The Contractor shall provide the Connecticut WIC program with customized manuals and training

materials specific to the Connecticut System.

Response Requirement: The Proposer shall provide an example of documentation used in other states.

7) Geospatial Capabilities

The System shall be able to interface with the Department’s ESRI GIS (geographic information system) and have an integrated capacity for location awareness for information hosted via the Portal, as well as the capability to recognize and visualize geospatial data. The Portal shall provide for the deployment of an integrated map visualization capacity, supported by open and publishable APIs that would enable deeper integration opportunities with other state GIS applications in the future. In addition, it shall enable an automated ability to discover and access spatial information and provide a simple and intuitive map application interface environment with the ability to rapidly render maps.

Features for geospatial capabilities shall include, but not be limited to:

- Displaying and querying of state agency spatial data as either maps or tables to provide transparency and accountability.
- Provide the ability to perform geo-processing tasks, such as buffering to support state agency business functions and work flows.
- Capture data from the customers through a variety of methods, including mobile devices (crowd sourcing) and push it to the agencies.

Response Requirement: Describe the approach to providing and capturing such information. Include any software and/or services used to provide the information and detail how the data shall be made available.

## **ADDITIONAL REQUIREMENTS**

*Individual responses not required, but Proposers must indicate their ability to comply with 1 – 8 of this section*

1) Multiple Database Experience

MI-WIC uses Oracle for the main application and SQL Server for the report server. Connecticut’s plan includes conversion of the Oracle database to SQL server. Proposer shall have experience with both databases and be capable of supporting the conversion from Oracle to SQL Server.

2) SQL Server Reporting Services (SSRS)

The Proposer shall have experience with SSRS. Proposer shall be capable of creating new reports and making modifications to the existing reports if required.

3) Work Order Request Process

Participating Departments and other government entities, as permitted by law, may elect to secure the Contractors’ services for certain work efforts specifically relating to the State of Connecticut WIC System. Work efforts may include, but are not limited to, a variety of new development efforts, reusable solutions, rapid application development programming routines, interfaces and other processes. All requests shall be reviewed, prioritized, and approved by the appropriate State management and/or governance. A request process shall be developed between the State and the Contractor.

- 4) **Data Ownership**  
The Contractor acknowledges that all data, unless specifically identified otherwise, is owned by the State, including all right, title, and interest in and to all databases and all derived data products (and all intellectual property rights subsisting within) created, manipulated, or directly purchased as part of an Agreement.
- 5) **Application Development Methodology**  
The Contractor shall follow a System Development Methodology (SDM) when developing modifications to the System.
- 6) **Usability**  
Connecticut seeks to have websites and applications that are usable by all citizens and customers, regardless of physical or other impairments. The System and public-facing applications produced for it (i.e. vendor portal) shall be appropriately coded to account for the variety of citizens and their online preferences. In addition, all websites and applications shall comply with Section 508 of the Rehabilitation Act (29 U.S.C. 794d).
- 7) **Service Level Agreements**  
The State, in conjunction with the Contractor, intends to establish Service Level Agreements (SLAs) for the development and ongoing operations of State applications. The Contractor shall agree to establish these SLAs.
- 8) **Federal Requirements**  
The Contractor shall comply with the following provisions:
  1. Executive Order 11246, entitled "Equal Employment Opportunity," as amended by Executive Order 11375, and as supplemented by the Department of Labor Regulations (41 CFR Part 60): The Executive Order prohibits federal contractors and federally-assisted construction contractors and subcontractors who do over \$10,000 in Government business in one year from discriminating in employment decisions on the basis of race, color, religion, sex, or national origin. The Executive Order also requires Government contractors to take affirmative action to ensure that equal opportunity is provided in all aspects of their employment.
  2. The Clean Air Act, Section 306:
    - a. No Federal agency may enter into any contract with any person who is convicted of any offense under section 113(c) for the procurement of goods, materials, and services to perform such contract at any facility at which the violation which gave rise to such conviction occurred if such facility is owned, leased, or supervised by such person. The prohibition in the preceding sentence shall continue until the Administrator certifies that the condition giving rise to such a conviction has been corrected. For convictions arising under section 113(c)(2), the condition giving rise to the conviction also shall be considered to include any substantive violation of this Act associated with the violation of 113(c)(2). The Administrator may extend this prohibition to other facilities owned or operated by the convicted person.
    - b. The Administrator shall establish procedures to provide all Federal agencies with the notification necessary for the purposes of subsection (a).
    - c. In order to implement the purposes and policy of this Act to protect and enhance the quality of the Nation's air, the President shall, not more than 180 days after enactment of the Clean Air Amendments of 1970 cause to be issued an order (1) requiring each Federal agency authorized to enter into contracts and each Federal agency which is empowered to extend

Federal assistance by way of grant, loan, or contract to effectuate the purpose and policy of this Act in such contracting or assistance activities, and (2) setting forth procedures, sanctions, penalties, and such other provisions, as the President determines necessary to carry out such requirement.

- d. The President may exempt any contract, loan, or grant from all or part of the provisions of this section where he determines such exemption is necessary in the paramount interest of the United States and he shall notify the Congress of such exemption.
- e. The President shall annually report to the Congress on measures taken toward implementing the purpose and intent of this section, including but not limited to the progress and problems associated with implementation of this section. [42 U.S.C. 7606]

**3. The Clean Water Act:**

- a. No Federal agency may enter into any contract with any person who has been convicted of any offense under Section 309(c) of this Act for the procurement of goods, materials, and services if such contract is to be performed at any facility at which the violation which gave rise to such conviction occurred, and if such facility is owned, leased, or supervised by such person. The prohibition in preceding sentence shall continue until the Administrator certifies that the condition giving rise to such conviction has been corrected.
- b. The Administrator shall establish procedures to provide all Federal agencies with the notification necessary for the purposes of subsection (a) of this section.
- c. In order to implement the purposes and policy of this Act to protect and enhance the quality of the Nation's water, the President shall, not more than 180 days after the enactment of this Act, cause to be issued an order:
  - 1. requiring each Federal agency authorized to enter into contracts and each Federal agency which is empowered to extend Federal assistance by way of grant, loan, or contract to effectuate the purpose and policy of this Act in such contracting or assistance activities, and
  - 2. setting forth procedures, sanctions, penalties, and such other provisions, as the President determines necessary to carry out such requirement.
- d. The President may exempt any contract, loan, or grant from all or part of the provisions of this section where he determines such exemption is necessary in the paramount interest of the United States and he shall notify the Congress of such exemption.
- e. The President shall annually report to the Congress on measures taken in compliance with the purpose and intent of this section, including, but not limited to, the progress and problems associated with such compliance.
- f. (1) No certification by a contractor, and no contract clause, may be required in the case of a contract for the acquisition of commercial items in order to implement a prohibition or requirement of this section or a prohibition or requirement issued in the implementation of this section.  
(2) In paragraph (1), the term "commercial item" has the meaning given such term in section 4(12) of the Office of Federal Procurement Policy Act (41 U.S.C. 403(12)).

- 4. The Anti-Lobbying Act:** This Act prohibits the recipients of federal contracts, grants, and loans from using appropriated funds for lobbying the Executive or Legislative Branches of the federal government in connection with a specific contract, grant, or loan. As required by Section 1352, Title 31 of the U.S. Code and implemented at 34 CFR Part 82 for persons entering into a grant or cooperative agreement over \$100,000, as defined at 34 CFR Part 82, Section 82.105 and 82.110, the applicant certifies that: No federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress

in connection with the making of any federal grant, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal grant or cooperative agreement;

g.If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with this federal grant or cooperative agreement, the undersigned shall complete and submit Standard Form – LLL, “Disclosure Form to Report Lobbying,” in accordance with its instructions;

h.The undersigned shall require that the language of this certification be include in the award documents for all sub-awards at all tiers (including sub-grants, contracts under grants and cooperative agreements, and subcontracts) and that all sub-recipients shall certify and disclose accordingly.

**5.Americans with Disabilities Act:** This Act (28 CFR Part 35, Title II, Subtitle A) prohibits discrimination on the basis of disability in all services, programs, and activities provided to the public by State and local governments, except public transportation services.

**6.Drug Free Workplace Statement:** The Federal government implemented the Drug Free Workplace Act of 1988 in an attempt to address the problems of drug abuse on the job. It is a fact that employees who use drugs have less productivity, a lower quality of work, and a higher absenteeism, and are more likely to misappropriate funds or services. From this perspective, the drug abuser may endanger other employees, the public at large, or themselves. Damage to property, whether owned by this entity or not, could result from drug abuse on the job. All these actions might undermine public confidence in the services this entity provides. Therefore, in order to remain a responsible source for government contracts, the following guidelines have been adopted:

a.The unlawful manufacture, distribution, dispensation, possession or use of a controlled substance is prohibited in the work place.

b.Violators may be terminated or requested to seek counseling from an approved rehabilitation service.

c.Employees must notify their employer of any conviction of a criminal drug statute no later than five days after such conviction.

d.Although alcohol is not a controlled substance, it is nonetheless a drug. It is the policy of the Arkansas Department of Health WIC Program that abuse of this drug will also not be tolerated in the workplace.

e.Contractors of federal agencies are required to certify that they will provide drug-free workplaces for their employees.

**7.Debarment, suspension, and other responsibility matters:** As required by Executive Order 12549, Debarment and Suspension, and implemented at 34 CFR Part 85, for prospective participants in primary covered transactions, as defined at 34 CFR Part 85, Sections 85.105 and 85.110.

1.The applicant certifies that it and its principals:

1.Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal department or agency;

2.Have not within a three-year period preceding this application been convicted of or had a civil judgment rendered against them 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 under a public transaction; 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;

3. 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 enumerated in paragraph (1)(b) of this certification; and
  4. Have not within a three-year period preceding this application had one or more public transactions (federal, state, or local) terminated for cause or default.
2. Where the applicant is unable to certify to any of the statements in this certification, he or she shall attach an explanation to this application.
8. The federal government reserves a royalty-free, non-exclusive, and irrevocable license to reproduce, publish, or otherwise use, and to authorize others to use, for federal government purposes, the copyright in any work developed under a grant, sub-grant, or contract under a grant or sub-grant or any rights of copyright to which a contractor purchases ownership.

## Index of Abbreviations

**Contracting Portal:** the State of Connecticut website located at <http://das.ct.gov/> where all solicitation materials and other information related to this RFP will be made available and where all Proposal materials shall be submitted by prospective Contractors.

**Contract:** the final, signed agreement.

**Contractor:** The provider of the goods or services.



**Contractor Parties:** A Contractor’s members, directors, officers, shareholders, partners, managers, principal officers, representatives, agents, 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 this Agreement in any capacity.

**Proposal:** the Contractor’s Proposal submitted in response to the Request for Proposal (RFP).

**Proposer:** the party issuing the Proposal.

**Responsible Contractor:** Contractor that has the capability in all respects to perform the requirements of the Agreement. In determining whether a Contractor is a Responsible Contractor, the Lead Agency may consider various factors including, but not limited to, the Contractor’s competence and qualifications to provide the goods or services requested, the Contractor’s integrity and reliability, the past performance of the Contractor relative to the quality of the goods or services offered by the Contractor, the proposed terms of delivery, and in the best interest of the State and Participating Agencies.

**Responsive Proposal:** a Proposal that complies with each of the mandatory provisions of the RFP.

**RFP:** Request for Proposals and any addenda.

**State:** State of Connecticut, Department of Administrative Services (DAS)

**User(s)** the individuals and entities that will use the System

ACRONYM/TERM	MEANING
ACH	Automated clearing house
AIDC	Auto id data capture
ANSI	American national standards institute
API	Application programming interface
APL	Authorized Product List. Uploaded daily to WIC vendors.
ATM	Automated teller machine
AVR	Automated voice response
Barcode	A machine-readable representation of information, usually dark parallel lines on a white or light background, that is most often used by Auto ID Data Capture (AIDC) systems for inventory management – item identification, tracking, status reporting, etc.
BIN	Bank identification number
CBA	Cba cost benefit analysis
CDP	Cdp custom data processing
Check Digit	A digit calculated from the other digits of an Element String, used to check that the data has been correctly composed. A GS1 System utilizes

ACRONYM/TERM	MEANING
	an algorithm for the calculation of a Check Digit to verify accuracy of data. (e.g.: Mod 10, Price Check Digit).
COLA	COLA Cost of Living Adjustment
COTS	Commercially off the shelf
Coupon	A voucher redeemable at the point of sale for a cash value or free item. GS1 standards define coupon bar codes as 12 and 13 digits, or with a supplemental bar code, used only in North America, that can be printed on a coupon to provide additional information (i.e., offer codes, expiration dates, and household identification numbers).
CPCM	CPCM COST PER CASE PER MONTH
CVV	Card verification value is the field on track 2. It is calculated from the last 16 digits of the card number, the expiration date (4912), and the service code (120) using the standard visa methods as described in the visanet standards manual.
DES	Data encryption standard
DHHS	Us department of health and human services
DPH	Department of Public Health
DOB	Date of Birth
EBT	Electronic benefits transfer
EBT offline	Benefits are issued from the Host Computer and stored on a microchip located on the front of the card. The addition of the microchip has resulted in these cards being known as “Smart Cards.” As the benefits are stored on chip in the card, EBT Offline requires no connectivity between the Grocery Store and the Host Computer to distribute benefits.
EBT online	Benefits are issued from and stored on the Host Computer. The client receives a card with a magnetic stripe that allows access to the stored benefits. As such, EBT Online requires connectivity between the Grocery Store and the Host Computer to distribute benefits.
ECR	Electronic cash register
EDI	Electronic data interchange
EFT	Electronic funds transfer
EHR	Electronic health record
Element String	The combination of a GS1 Application Identifier and GS1 Application Identifier Data Field, where the GS1 Application Identifier is the field of two or more characters at the beginning of an Element String that uniquely defines its format and meaning and the GS1 Application Identifier Data Field is the data used in a business application defined by one application identifier.
EPS	Electronic payment system

<b>ACRONYM/TERM</b>	<b>MEANING</b>
ESD	Electronic services delivery
EMR	Electronic medical record
FFS	Fee for service
FI	Food instrument
FNS	Food and Nutrition Service
FTE	Full time equivalent
GAAP	Generally accepted accounting principals
Global Trade Item Number (GTIN)	The GS1 Identification Key used to identify trade items. The GTIN is comprised of a GS1 or UPC Company Prefix followed by an Item Reference Number and a Check Digit.
GS1	A global standards organization. In the United States, the GS1-US, formerly the Uniform Code Council, Inc. (UCC), is the organization responsible for the development of the GS1 System, a series of standards designed to improve supply chain management. The GS1 System is composed of four key product areas, two of which are essential to WIC EBT: 1) Barcodes, used to automatically identify things; and 2) ecom, electronic business messaging to allow automatic electronic transmission of data.
GS1 Databar (formerly RSS)	Family of GS1 bar code symbols. A GS1 Databar can be printed as a stand-alone linear symbol or as a composite symbol with a 2D Composite Component printed directly above the stand-alone linear symbol. The GS1 family encompasses GS1 databar Retail POS bar codes symbols designed to be read in segments by omnidirectional scanners at retail POS, including GS1 databar Omnidirectional; GS1 databar Stacked Omnidirectional; GS1 databar Expanded; GS1 databar Expanded Stacked.
GS1 UPC2	GS1 symbol used to identify store-assigned random weight items.
HCL	Hot Card List. List of smart cards that have been invalidated so they can't be used to redeem benefits; uploaded daily to WIC vendors.
HMO	Health maintenance organization
HHS	Health and human services
HIPAA	Health insurance portability and accountability act
IC Chip (ICC)	Integrated circuit chip
International Federation of Produce Standards (IFPS)	GS1 member organization responsible for the promulgation of rules and standards and for the assignment and maintenance of fruits and vegetables global and restricted use Price Look-Up (PLU) codes. PLU codes associate variable weight pricing (\$/lb) with fresh and dried produce items.
IIN	Issuer identification number
ISO	International standard organization

<b>ACRONYM/TERM</b>	<b>MEANING</b>
IT	Information technology
IVR	Interactive voice response
LAN	Local area network
LD	Liquidated damages
MICR	Magnetic ink character recognition
MIS	Management information system
MPCOS	Multi-application Payment Chip Operating System
MSR	Magnetic stripe reader
NACHA	National automated clearinghouse association
NPI	National provider identifier
Not-to-Exceed (NTE) Price	FNS-approved cost containment methodology whereby WIC authorized vendors are subject to price limitations. For NTE items, payments to vendors are adjusted (reduced) to ensure the price paid for individual food items may be equal to but not in excess of the maximum, not-to-exceed price. In WIC EBT systems, NTE price controls are enforced within the store ECR/POS system, the vendor corporate host system, the WIC EBT host, or the State WIC host, if different than the WIC EBT host.
OPL	Online provider lookup
OPOS	Object Linking and Embedding (OLE) for Point of Sale (POS)
PAN	Primary account number
PC	Personal computer
PCCM	Primary care case management
PCN	Patient case number
PCP	Primary care physician
PDF	Portable document format
PIN	Personal identification number
Price Look-Up (PLU) Code	A 4-5 digit identifier used to identify individual and bulk produce. PLU codes are assigned by the International Federation of Produce Standards (IFPS). A PLU code is commonly printed on a small sticker or 'PLU label' and affixed to the individual produce items by the grower, distributor or by store personnel.
POS	Point-of-sale
Purchase Receipt	One or more printed documents printed at the POS and provided a WIC EBT cardholder. The purchase receipt identifies the foods purchased with WIC tender.
Retailer Assigned	A code assigned by a WIC vendor at the corporate, distributor or outlet

<b>ACRONYM/TERM</b>	<b>MEANING</b>
PLU Code	level to identify an individual or bulk produce item at the POS. A retailer assigned PLU Code may be either an IFPS compliant PLU code or a non-standard PLU code.
RFO	Request for offers
RFP	Request for Proposal
ROSIE	Real time online statewide information environment
SFY	State fiscal year
SLA	Service level agreement
Smart card	Plastic card with an imbedded, integrated microchip capable of storing and processing data.
SME	Subject matter expert
SNAP	Special nutrition assistance program
SOA	Service oriented architecture
SOR	System of Record
SOW	Scope of work
TANF	Temporary assistance for needy families
TPP	Third party processor
TPR	Third party recovery
UAT	User acceptance test
UPC	Universal Product Code. A machine-readable barcode symbol used to identify and track products at any point within any supply chain. UPCs are a component of gtins (Global Trade Item Numbers), which are assigned to manufacturers by the GS1 Organization.
UPC Prefix	A special representation of the GS1 Prefixes '00 – 09' with the leading zero removed. A UPC Prefix is used when representing the GTIN-12, Coupon-12, RCN-12, and VMN-12 in a UPC-A Bar Code symbol.
USB	Universal serial bus
UTC	Uniform contract terms and conditions
USDA	United States Department of Agriculture
Variable Measure Number (VMN); VMN-12	A restricted circulation number assigned by the GS1 member organization to identify variable measure products for scanning at Point of Sale within a country. VMN-12 is the 12-digit restricted circulation number encoded in UPC-A Symbols to allow scanning of variable measure products at Point of Sale, which is defined in accordance with UPC Prefix 2 rules.
VOC	Verification of Certification
VOE	Verification of Eligibility

ACRONYM/TERM	MEANING
WAN	Wide area network
WEDI	Workgroup for electronic data interchange
WESS	WIC EBT settlement service
WIC	Women, infants, and children's program
WIC-allowable, WIC-eligible	An FNS designation. A WIC allowable or WIC eligible food item meets federal WIC dietary and nutritional standards and guidelines.
WIC-approved, WIC-authorized	A WIC Authority designation. A WIC approved or WIC authorized food item is an item identified as WIC allowable or WIC eligible by FNS and approved or authorized by the WIC authority for purchase with WIC benefits.
WIC-EBT	Women, infants, and children - electronic benefits transfer
XML	Extensible markup language

## Attachment 1 – Standard State Contract Provisions

This RFP is not a contract and, alone, shall not be interpreted as such. Rather, this RFP only serves as the instrument through which Proposals are solicited. The State will pursue negotiations with the Proposer whose Proposal scores highest. If, for whatever reason, DAS and the initial Proposer fail to reach consensus on the issues relative to a contract, then DAS may commence contract negotiations with other Proposers. DAS may decide at any time to suspend the current RFP process and start the RFP process again.

Attachment 1 to this RFP sets forth the State's standard contract terms and provisions and is included in this RFP for informational purposes only in order to show some contract provisions that the State of Connecticut requires. It is not intended to be exhaustive and will not in any limit the rights or obligations that may be included in any final contract that may result from this RFP. . After DAS selects a Proposer, DAS will deliver a draft contract to the Proposer for consideration and negotiation. The contract that DAS and the successful Proposer will sign may vary from Attachment 1. The contract may include a liquidated damages clause at the discretion of the State.

# ATTACHMENT 1

## Standard State Contract Provisions

### DEFINITIONS:

- a. **Claims:** All actions, suits, claims, demands, investigations, and proceedings of any kind, open, pending, or threatened, whether mature, un-matured, contingent, known or unknown, at law or in equity in any form.
- b. **Confidential Information:** This shall mean any name, number or other information that may be used, alone or in conjunction with any other information, to identify a specific individual including, but not limited to, such individual's name, date of birth, mother's maiden name, motor vehicle operator's license number, Social Security number, employee identification number, employer or taxpayer identification number, alien registration number, government passport number, health insurance identification number, demand deposit account number, savings account number, credit card number, debit card number or unique biometric data such as fingerprint, voice print, retina or iris image, or other unique physical representation. Without limiting the foregoing, Confidential Information shall also include any information that DAS classifies as "confidential" or "restricted." Confidential Information shall not include information that may be lawfully obtained from publicly available sources or from federal, state, or local government records which are lawfully made available to the general public.
- c. **Confidential Information Breach:** Generally, an instance where an unauthorized person or entity accesses Confidential Information in any manner, including but not limited to the following occurrences: (1) any Confidential Information that is not encrypted or protected is misplaced, lost, stolen or in any way compromised; (2) one or more third parties have had access to or taken control or possession of any Confidential Information that is not encrypted or protected without prior written authorization from the State; (3) the unauthorized acquisition of encrypted or protected Confidential Information together with the confidential process or key that is capable of compromising the integrity of the Confidential Information; or (4) if there is a substantial risk of identity theft or fraud to the client, the Contractor, the Department or State.
- d. **Contractor Parties:** A Contractor's members, directors, officers, shareholders, partners, managers, principal officers, representatives, agents, 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 this Agreement in any capacity.
- e. **Corrective Action Plan:** A detailed written plan produced by the Contractor at the request of the Department to correct or resolve Contractor deficiency(ies) identified by the Department in accordance with Section 36.
- f. **Deliverable:** Any product, whether software, hardware, documentation, license, information, or otherwise, or any service, whether development, integration, administrative, maintenance, consulting, training, data warehousing, operations, support, hosting, or otherwise, or any warranty, that are available under Attachment 3 or is an element of the Contractor's overall approach and solution to the requirements of this Agreement, whether produced by the Contractor or by a third party as a supplier or subcontractor to the Contractor.



- g. **Department:** Any and all departments, commissions, boards, bureaus, agencies, institutions, public authorities, offices, councils, associations, instrumentalities, entities or political subdivisions of the State that issue duly authorized Purchase Orders against this Agreement.
- h. **Goods:** For the purposes of this Agreement, all things which are movable at the time that this Agreement is effective and which include, without limiting this definition, supplies, materials and equipment, as specified in the Solicitation and set forth in Attachment 3 or Attachment 6.
- i. **Improvement:** Contractor changes made to Deliverables from time to time either to provide additional functions for Department use or to correct errors and other Performance deficiencies noted by the Department and reported to the Contractor.
- j. **Licensed Software:** Computer program(s) provided by Contractor in connection with the Deliverables under an agreement where the Department acquires a personal, non-exclusive, non-transferable license (without the right to sublicense) to access and use certain software products and materials but does NOT acquire the licensor's (1) title to the product nor (2) liability for payment of any tax levied upon the product.
- k. **Perform:** For the purposes of this Agreement, the verb "to perform" and the Contractor's performance set forth in this Agreement and its attachments are referred to as "Perform," "Performance" and other capitalized variations of the term.
- l. **Records:** All working papers and such other information and materials as may have been accumulated by the Contractor in Performing this Agreement, including but not limited to, documents, data, plans, books, computations, drawings, specifications, notes, reports, records, estimates, summaries, memoranda and correspondence, kept or stored in any form.
- m. **Replacement Deliverable:** Any product, whether software, hardware, documentation, license, information, or otherwise, or any service, whether development, integration, administrative, maintenance, consulting, training, data warehousing, operations, support, hosting, or otherwise, or any warranty, that replaces a Deliverable at the request of the State.
- n. **Services:** The Performance of labor or work set forth in Attachment 3 or in the Statement of Work, whichever is applicable.
- o. **Site:** Location(s) specified by Department where Deliverables are to be installed or Services rendered.
- p. **Solicitation:** This Request for Proposal.
- q. **Specifications:** Contractor's published technical and non-technical detailed descriptions of a Deliverable's capabilities and/or intended use.
- r. **State:** The State of Connecticut, including the Department and any office, department, board, council, commission, institution or other agency or entity of the State.
- s. **Statement of Work (SOW):** Statement issued in connection with a Purchase Order for a Deliverable or Service available under this Agreement which sets forth all work and payment requirements for Contractor's Performance in connection with said Purchase Order.

- t. **System:** Contractor furnished or otherwise supplied Deliverables that collectively and in an integrated fashion fulfills the business and technical requirements of this Agreement and its attachments.
- u. **Termination:** An end to this Agreement prior to the end of its Term.
- v. **User Acceptance Test:** Test in which the State tests the functionality of a Deliverable with real world scenarios to determine if the Deliverable performs in accordance with the agreed upon design as contained in the Specifications.

## **PROVISIONS:**

### **1. CONFIDENTIALITY; NONDISCLOSURE**

a) The State shall exercise at least the same degree of care to safeguard any Licensed Software as the State does its own property of a similar nature and shall take reasonable steps to assure that neither the Licensed Software nor any part thereof received by the State under this Agreement shall be disclosed for reasons other than its own business interests. Such prohibition on disclosures shall not apply to disclosures by the State to its employees or its representatives, provided such disclosures are reasonably necessary to the State's use of the Deliverable, and provided further that the State shall take all reasonable steps to ensure that the Deliverable is not disclosed by such parties in contravention of this Agreement. The State's performance of the requirements of this section shall be subject to the State of Connecticut Freedom of Information Act, as amended.

b) The State shall use any Licensed Software only in the pursuit of its own business interests. The State shall not sell, lease, license or otherwise transfer with or without consideration, any such Deliverable to any third party, other than those non-designated third parties that reasonably have need to know and agree to abide by the terms of this section, or permit any third party to reproduce, copy or otherwise use such Deliverable. The State will not create derivative works, translate, reverse engineer or decompile the Licensed 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 Licensed Software.

c) The Department will afford due regard to the Contractor's request for the protection of proprietary or confidential information which the Department receives. However, all materials associated with the Agreement are subject to FOIA and all corresponding rules, regulations and interpretations. In making such a request, the Contractor may not merely state generally that the materials are proprietary or confidential in nature and not, therefore, subject to release to third parties. Rather, in the request the Contractor shall identify those particular sentences, paragraphs, pages or sections that the Contractor believes are exempt from disclosure under FOIA and shall provide an explanation and rationale sufficient to justify each exemption consistent with FOIA. The Contractor shall state its explanation and rationale in terms of the prospective harm to the 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 FOIA. To the extent that any other provision or part of the Agreement conflicts or is in any way inconsistent with this section, this section controls and the conflicting provision or part shall not be given effect. If the Contractor indicates that certain documentation is submitted in confidence, by specifically and clearly marking said documentation as CONFIDENTIAL, the Department will endeavor to keep said information confidential to the extent permitted by law. The Department, however, has no obligation to initiate, prosecute or defend any legal proceeding or to seek a protective order or other similar relief to prevent disclosure of any information that is sought pursuant to a FOIA request. The Contractor shall have the burden of establishing the

availability of any FOIA exemption in any proceeding where it is an issue. In no event shall the Department or the State have any liability for the disclosure of any documents or information in its possession which the Department or the State believes are required to be disclosed pursuant to FOIA or other requirements of law.

d) If the Department receives a third party request for the records or files that the Contractor has marked CONFIDENTIAL as required in the foregoing paragraph, and the Department determines that a disclosure of the records or files is to be made pursuant to the request, the Department will make reasonable efforts to notify Contractor of the request and the records or files to be disclosed; provided that, in no event the Department have any liability for any failure to so notify the Contractor. To the extent permitted by law, the Department shall permit Contractor the opportunity to participate in any action seeking such disclosure.

## **2. PROTECTION OF CONFIDENTIAL INFORMATION**

a) Contractor and Contractor Parties, at their own expense, have a duty to and shall protect from a Confidential Information Breach any and all Confidential Information which they come to possess or control, wherever and however stored or maintained, in a commercially reasonable manner in accordance with current industry standards.

b) Each Contractor or Contractor Party shall develop, implement and maintain a comprehensive data - security program for the protection of Confidential Information. The safeguards contained in such program shall be consistent with and comply with the safeguards for protection of Confidential Information, and information of a similar character, as set forth in all applicable federal and state law and written policy of the Department or State concerning the confidentiality of Confidential Information. Such data-security program shall include, but not be limited to, the following:

1. A security policy for employees related to the storage, access and transportation of data containing Confidential Information;
2. Reasonable restrictions on access to records containing Confidential Information, including access to any locked storage where such records are kept;
3. A process for reviewing policies and security measures at least annually;
4. Creating secure access controls to Confidential Information, including but not limited to passwords; and
5. Encrypting of Confidential Information that is stored on laptops, portable devices or being transmitted electronically.

c) The Contractor and Contractor Parties shall notify DAS, the Department and the Connecticut Office of the Attorney General as soon as practical, but no later than twenty-four (24) hours, after they become aware of or suspect that any Confidential Information which Contractor or Contractor Parties have come to possess or control has been subject to a Confidential Information Breach. If a Confidential Information Breach has occurred, the Contractor shall, within three (3) business days after the notification, present a credit monitoring and protection plan to the Commissioner of Administrative Services, the Department and the Connecticut Office of the Attorney General, for review and approval. Such credit monitoring or protection plan shall be made available by the Contractor at its own cost and expense to all individuals affected by the Confidential Information Breach. Such credit monitoring or protection plan shall include,

but is not limited to reimbursement for the cost of placing and lifting one (1) security freeze per credit file pursuant to Connecticut General Statutes § 36a-701a. Such credit monitoring or protection plans shall be approved by the State in accordance with this Section and shall cover a length of time commensurate with the circumstances of the Confidential Information Breach. The Contractors' costs and expenses for the credit monitoring and protection plan shall not be recoverable from the Department, any State of Connecticut entity or any affected individuals.

d) The Contractor shall incorporate the requirements of this Section in all subcontracts requiring each Contractor Party to safeguard Confidential Information in the same manner as provided for in this Section.

e) Nothing in this Section shall supersede in any manner Contractor's or Contractor Party's obligations pursuant to HIPAA or the provisions of this Agreement concerning the obligations of the Contractor as a Business Associate of the Department.

### **3. RISK OF LOSS & INSURANCE**

a) The Department shall not be liable to Contractor for any risk of Deliverable loss or damage while Deliverable is in transit, or while in the Department's possession, except when such loss or damage is due directly to the Department's acts, omissions or intentional misconduct. Nothing in this Section is intended nor shall it be construed, in any manner, as waiving or compromising the sovereign immunity of the State.

b) Throughout the Term, Contractor shall maintain, at Contractor's sole cost and expense, a policy or policies of commercial general liability insurance, including contractual liability coverage, in an amount not less than \$1,000,000.00 for all damages arising out of bodily injuries to, or death of, all persons and injuries to or destruction of property, in any one accident or occurrence, and, subject to that limit per accident, a total (or aggregate) limit of \$2,000,000.00 per occurrence for all damages arising out of bodily injuries to, or death of, all persons and injuries to or destruction of property per policy period. Such insurance policy or policies shall name the State and State's officials, agents and employees as additional insureds. Contractor shall provide the State a certificate of insurance evidencing the above coverage upon written request on an annual basis and shall not begin Performance of the Services until such a certificate has been provided to the Department.

c) All insurance shall be written on an occurrence basis as opposed to "claims made" basis.

### **4. FORCE MAJEURE**

Neither party shall be responsible for delays or failures in its obligations herein due to any cause beyond its reasonable control. Such causes shall include, but not be limited to, strikes, lockouts, riot, sabotage, rebellion, insurrection, acts of war or the public enemy, acts of terrorism, unavailable raw materials, telecommunication or power failure, fire, flood, earthquake, epidemics, natural disasters, and acts of God.

### **5. GENERAL PROVISIONS**

a) Section headings and document titles used in this Agreement are included for convenience only and shall not be used in any substantive interpretation of this Agreement.

b) If any term or condition of this Agreement is decided by a proper authority to be invalid, the remaining

provisions of the Agreement shall be unimpaired and the invalid provision shall be replaced by a provision which comes closest to the intention underlying the invalid provision. Contractor shall comply with the statutes, regulations, Executive Orders and policies incorporated into this Agreement to the extent that such statutes, regulations, Executive Orders and/or policies are applicable to Contractor in connection with its Performance under this Agreement.

c) The failure at any time by either party to this Agreement to require performance by the other party of any provision hereof shall not affect in any way the full right to require such performance at any time thereafter. The failure of either party to enforce or pursue a right or remedy shall not constitute a waiver of the right or remedy itself, unless such a waiver is expressed in writing and signed by a duly authorized representative of the waiving party.

d) In any case where the consent or approval of either party is required to be obtained under this Agreement, such consent or approval shall not be unreasonably withheld or delayed. No such consent or approval shall be valid unless in writing and signed by a duly authorized representative of that party. Such consent or approval shall apply only to the given instance, and shall not be deemed to be a consent to, or approval of, any subsequent like act or inaction by either party.

e) The Department shall not remove or destroy any proprietary markings or proprietary legends placed upon or contained within any Deliverable.

f) Except as may be otherwise provided for in this Agreement, the Department shall not assign, mortgage, alter, relocate or give up possession of any Deliverable to which Contractor retains title without the prior written consent of Contractor.

g) Contractor represents and warrants that it shall not, without prior written consent from the State, make any reference to the Department or the State in any of Contractor's advertising or news releases. The Contractor may use the State's and/or the Department's name as a specific citation within Proposals it submits.

h) Contractor shall execute any and all documents or to take any actions which may be reasonably necessary to perfect the rights granted to the State in Section \_\_\_\_.

i) Neither Department nor Contractor's personnel who had substantive contact with personnel of the other in the course of the Performance of the Services hereunder shall directly or indirectly employ, solicit, engage or retain the services of such an employee of the other party to this Agreement during its Term and for a period of one year from the Termination of this Agreement or such longer period as may be required by State statute. This provision shall not restrict the right of either party to solicit or recruit generally in the media.

j) The Department shall cooperate with Contractor in the Performance by Contractor of the services hereunder, including, (i) providing Contractor with adequate working space, equipment and facilities and timely access to data, information, and personnel of the State; (ii) providing experienced and qualified personnel to perform their assigned tasks and duties in a competent and timely fashion; (iii) providing a stable, fully functional system infrastructure environment which will support the Deliverables and allow Contractor and the Department to work productively; and (iv) promptly notifying Contractor of any issues, concerns or disputes with respect to the services provided by Contractor hereunder. The Contractor shall not be responsible for, among other things, the performance of the Department's personnel and agents, and the accuracy and completeness of all data and information provided to Contractor by the Department for purposes of the performance of the services hereunder.

k) Each of the State and Contractor is an independent contractor and neither of them is, nor shall be considered to be, nor shall purport to act as, the other's agent, partner, fiduciary, joint venturer, or representative.

l) Contractor may (i) provide any Services to any person or entity, and (ii) develop for itself, or for others, materials or processes including those that may be similar to those produced as a result of the services hereunder, provided that, Contractor complies with its obligations of confidentiality set forth in Sections 1, 2 and 31.

m) All references in this Agreement to any statute, public act, regulation, code or executive order shall mean such statute, public act, regulation, code or executive order, respectively, as it has been amended, replaced or superseded at any time. Notwithstanding any language in this Agreement that relates to such statute, public act, regulation, code or executive order, and notwithstanding a lack of a formal amendment to this Agreement, this Agreement shall always be read and interpreted as if it contained the most current and applicable wording and requirements of such statute, public act, regulation, code or executive order as if their most current language had been used in and requirements incorporated into this Agreement at the time of its execution.

## **6. AUDIT REQUIREMENT FOR STATE GRANTS**

For purposes of this paragraph, the word "contractor" shall be deemed to mean "nonstate entity," as that term is defined in Section 4-230 of the Connecticut General Statutes. The contractor shall provide for an annual financial audit acceptable to the Department for any expenditure of state-awarded funds made by the contractor. Such audit shall include management letters and audit recommendations. The State Auditors of Public Accounts shall have access to all records and accounts for the fiscal year(s) in which the award was made. The contractor will comply with federal and state single audit standards as applicable.

## **7. WHISTLEBLOWER PROVISION**

This Agreement may be subject to the provisions of Section 4-61dd of the Connecticut General Statutes. In accordance with this statute, if an officer, employee or appointing authority of the 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 any employee of the contracting state or quasi-public agency or the Auditors of Public Accounts or the Attorney General under the provisions of subsection (a) of such statute, 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 this Agreement. 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 State may request that the Attorney General 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) of such statute, each large state contractor, as defined in the statute, shall post a notice of the provisions of the statute relating to large state contractors in a conspicuous place which is readily available for viewing by the employees of the Contractor.

## **8. DISCLOSURE OF PUBLIC RECORDS PROVISION**

This Agreement may be subject to the provisions of section 1-218 of the Connecticut General Statutes. In accordance with this statute, 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 (a) provide that the public agency is entitled to receive a copy of records and files related to the performance of the governmental function, and (b) indicate that such records and files are subject to FOIA and may be disclosed by the public agency pursuant to FOIA. 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 FOIA. 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.

## **9. FORUM AND CHOICE OF LAW**

The parties deem the Agreement to have been made in the City of Hartford, State of Connecticut. Both parties agree that it is fair and reasonable for the validity and construction of the Agreement 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.

## **10. BREACH**

- a) If either party breaches the Agreement in any respect, the non-breaching party shall provide written notice of the breach to the breaching party by overnight or certified mail, return receipt requested, to the most current address the breaching party has furnished for the purposes of correspondence and afford the breaching party an opportunity to cure within thirty (30) days from the date that the breaching party receives the notice. In the case of a Contractor breach, DAS may set forth any period greater or less than thirty (30) days, so long as such time period is otherwise consistent with the provisions of this Agreement (for the purposes of this paragraph, the time period set forth by the non-breaching party shall be referred to as the "right to cure period"). The 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.
- b) In the event of a breach, DAS may require the Contractor to prepare and submit to DAS or the Department a Corrective Action Plan in connection with an identified breach. The Corrective Action Plan shall provide a detailed explanation of the reasons for the cited deficiency, the Contractor's assessment or diagnosis of the cause, and a specific proposal to cure or resolve the deficiency. The Contractor shall submit the Corrective Action Plan within ten (10) business days following the request for the plan by the State and is subject to approval by the Department or DAS, which approval shall not unreasonably be withheld. Notwithstanding the submission and acceptance of a Corrective Action Plan, Contractor remains responsible for achieving all Performance criteria. The acceptance of a Corrective Action Plan shall not excuse prior substandard Performance, relieve Contractor of its duty to comply with Performance standards, or prohibit the State from pursuing additional remedies or other approaches to correct substandard Performance.
- c) The written notice of the breach may include an effective Termination date. If the identified breach is not cured by the stated Termination date, unless otherwise modified by the non-breaching party in writing prior to such date, no further action shall be required of any party to effect the Termination as of the stated date. If the notice does not set forth an effective Termination date, the non-breaching party shall be required to provide the breaching party no less than twenty four (24) hours written notice prior to terminating the Agreement, such notice to be provided in accordance with Section 11.

- d) If the Department determines the Contractor has not performed in accordance with the Agreement, the State may withhold payment in whole or in part pending resolution of the Performance issue, provided that the State notifies the Contractor in writing prior to the date that the payment would have been due.
- e) Notwithstanding any provisions in this Agreement, DAS may terminate this Agreement with no right to cure period for Contractor's breach or violation of any of the provisions in the section concerning Representations and Warranties and revoke any consent 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.
- f) Termination under this Breach section is subject to the provisions of the Termination section in this Agreement.

## **11. TERMINATION**

- a) Notwithstanding any provisions in this Agreement, the DAS, through a duly authorized employee, may Terminate the Agreement whenever the DAS makes a written determination that such Termination is in the best interests of the State. The DAS shall notify the Contractor in writing of Termination pursuant to this section, which notice shall specify the effective date of Termination and the extent to which the Contractor must complete its Performance under the Agreement prior to such date.
- b) Notwithstanding any provisions in this Agreement, the DAS, through a duly authorized employee, may, after making a written determination that the Contractor has breached the Agreement, Terminate the Agreement in accordance with the provisions in the Breach section of this Agreement.
- c) The DAS shall send the notice of Termination via certified mail, return receipt requested, to the Contractor at the most current address which the Contractor has furnished to DAS for purposes of correspondence, or by hand delivery. Upon receiving the notice from the DAS, the Contractor shall immediately discontinue all services affected in accordance with the notice, undertake all commercially reasonable efforts to mitigate any losses or damages and deliver to the Department all Records. The Records are deemed to be the property of the Department and the Contractor shall deliver them to the Department no later than thirty (30) days after the Termination of the Agreement or fifteen (15) days after the Contractor receives a written request from the Department 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, ASCII or .TXT.
- d) Upon receipt of a written notice of Termination from DAS, the Contractor shall cease operations as DAS directs in the notice, and take all actions that are necessary or appropriate, or that DAS may reasonably direct, for the protection, and preservation of the Goods and any other property. Except for any work which DAS directs the Contractor to Perform in the notice prior to the effective date of Termination, 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.
- e) The Department shall, within forty-five (45) days of the effective date of Termination, reimburse the Contractor for its Performance rendered and accepted by the Department, in addition to all actual and reasonable costs incurred after Termination in completing those portions of the Performance which the notice required the Contractor to complete. However, the Contractor is not entitled to receive and the Department is not obligated to tender to the Contractor any payments for anticipated or lost profits. Upon request by DAS, the Contractor shall assign to the Department, or any replacement contractor which the Department designates, all subcontracts, purchase orders, and other information pertaining to its



Performance, and remove from State premises, whether leased or owned, all of Contractor's property, equipment, waste material and rubbish related to its Performance, all as DAS may request.

f) For breach or violation of any of the provisions in the section concerning Representations and Warranties, the DAS may Terminate the Agreement 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.

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

h) Termination of the Agreement pursuant to this section shall not be deemed to be a breach of the Agreement by the State.

## **12. REPRESENTATIONS AND WARRANTIES**

The Contractor represents and warrants to the State for itself and the Contractor Parties that:

a) if they are entities, they are duly and validly existing under the laws of their respective states of organization and authorized to conduct business in the State of Connecticut in the manner contemplated by the Agreement. Further, as appropriate, they have taken all necessary action to authorize the execution, delivery and Performance of the Agreement and have the power and authority to execute, deliver and Perform their obligations under the Agreement;

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 Agreement, including, but not limited to (1) Connecticut General Statutes Title 1, Chapter 10, concerning the State's Codes of Ethics and (2) Title 4a concerning State purchasing, including, but not limited to section 22a-194a concerning the use of polystyrene foam;

c) the execution, delivery and Performance of the Agreement 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 the State; 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 governmental entity;

e) as applicable, they have not, within the three years preceding the Agreement, 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 Agreement, for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a transaction or contract with any governmental entity. 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 or property, making false statements, or receiving stolen property;

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

- g) they have not within the three years preceding the Agreement had one or more contracts with any governmental entity terminated for breach or default;
- 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 Agreement 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 Agreement or any assignments made in accordance with the terms of the Agreement;
- i) to the best of their knowledge, there are no 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 Agreement;
- j) they shall disclose, to the best of their knowledge, to the State in writing any Claims involving them 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 Agreement, no later than ten (10) calendar days after becoming aware or after they should have become aware of any such Claims. For purposes of the Contractor's obligation to disclose any Claims to the State, the ten (10) calendar days in the section of this Agreement concerning disclosure of Contractor Parties litigation shall run consecutively with the ten (10) days provided for in this representation and warranty;
- k) their participation in the Solicitation 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's Code of Ethics;
- l) the Proposal submitted by Contractor in response to the Solicitation was not made in connection or concert with any other person, entity or Proposer, including any affiliate (as defined in the Tangible Personal Property section of this Agreement) of the Proposer, submitting a Proposal for the same Solicitation, and is in all respects fair and without collusion or fraud;
- m) they are able to Perform under the Agreement using their own resources or the resources of a party who was not a Proposer;
- n) the Contractor shall obtain in a written contract all of the representations and warranties in this section from any Contractor Parties and require that provision be included in any contracts and purchase orders with such Contractor Parties;
- o) they have paid all applicable workers' compensation second injury fund assessments concerning all previous work done in Connecticut; they have a record of compliance with Occupational Health and Safety Administration regulations without any unabated, willful or serious violations;
- p) they owe no unemployment compensation contributions;
- q) they are not delinquent in the payment of any taxes owed, or, that they have filed a sales tax security bond, and they have, if and as applicable, filed for motor carrier road tax stickers and have paid all outstanding road taxes;
- r) all of their vehicles have current registrations and, unless such vehicles are no longer in service, they shall not allow any such registrations to lapse;

- s) each Contractor Party has vested in the Contractor plenary authority to bind the Contractor Parties to the full extent necessary or appropriate to ensure full compliance with and Performance in accordance with all of the terms and conditions of the Agreement and that all appropriate parties shall also provide, no later than fifteen (15) days after receiving a request from DAS or the Department, such information as DAS or the Department may require to evidence, in their sole determination, compliance with this section;
- t) they either own or have the authority to use all the Goods;
- u) the Goods do not infringe or misappropriate any patent, copyright, trade secret or other intellectual property right of a third party;
- v) the Department's use of any Goods in a manner consistent with this Agreement shall not infringe or misappropriate any patent, trade secret or other intellectual property right of a third party;
- w) if they procure any Goods, they shall sub-license such Goods and that the Department shall be afforded the full benefits of any manufacturer or subcontractor licenses for the use of the Goods; and
- x) they shall assign or otherwise transfer to the Department, or afford the Department the full benefits of any manufacturer's warranty for the Goods, to the extent that such warranties are assignable or otherwise transferable to the Department.

### **13. DISCLOSURE OF CONTRACTOR PARTIES LITIGATION**

The Contractor shall require that all Contractor Parties, as appropriate, disclose to the Contractor, 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 Agreement, no later than ten (10) calendar days after becoming aware or after they should have become aware of any such Claims. Disclosure shall be in writing.

### **14. STATE COMPTROLLER'S SPECIFICATIONS**

In accordance with Conn. Gen. Stat. § 4d-31, this Agreement is deemed to have incorporated within it, and the Contractor shall deliver the Goods and Services in compliance with, all specifications established by the State Comptroller to ensure that all policies, procedures, processes and control systems, including hardware, software and protocols, which are established or provided by the Contractor or Contractor Parties, are compatible with and support the State's core financial systems, including but not limited to, accounting, payroll, time and attendance, and retirement systems.

### **15. CHIEF INFORMATION OFFICER SUBCONTRACT APPROVAL**

In accordance with Conn. Gen. Stat. § 4d-32, the Contractor shall not award a subcontract for work under this Agreement without having first obtained the written approval of the Chief Information Officer of the Department of Administrative Services or their designee of the selection of the subcontractor and of the provisions of the subcontract. The Contractor shall deliver a copy of each executed subcontract or amendment to the subcontract to the Chief Information Officer, who shall maintain the subcontract or amendment as a public record, as defined in Conn. Gen. Stat. § 1-200.

### **16. RIGHTS TO AND INTEGRITY OF PUBLIC RECORDS**

In accordance with Conn. Gen. Stat. § 4d-34, (a) neither the Contractor nor Contractor Parties shall have any Title in or to (1) any public records which the Contractor or Contractor Parties possess, modify or create pursuant to a contract, subcontract or amendment to a contract or subcontract, or (2) any modifications by such contractor, subcontractor, employee or agent to such public records; (b) neither the Contractor nor Contractor Parties shall impair the integrity of any public records which they possess or create; and (c) public records which the Contractor or Contractor Parties possess, modify or create pursuant to this Agreement or other contract, subcontract or amendment to a contract or subcontract shall at all times and for all purposes remain the property of the State. For purposes of this section, “public records” shall have the meaning set forth in Conn. Gen. Stat. § 4-33, as it may be modified from time to time.

## **17. PUBLIC RECORDS AND FOIA**

In accordance with Conn. Gen. Stat. § 4d-35, any public record which a state agency provides to the Contractor or Contractor Parties shall remain a public record for the purposes of subsection (a) of section 1-210 and as to such public records, the State, the Contractor and Contractor Parties shall have a joint and several obligation to comply with the obligations of the state agency under the Freedom of Information Act (FOIA), as defined in section 1-200, provided that the determination of whether or not to disclose a particular record or type of record shall be made by such state agency.

## **18. DISCLOSURE OF PUBLIC RECORDS**

In accordance with Conn. Gen. Stat. § 4d-36, neither the Contractor nor Contractor Parties shall disclose to the public any public records (a) which they possess, modify or create pursuant to this Agreement or any contract, subcontract or amendment to a contract or subcontract and (b) which a state agency (1) is prohibited from disclosing pursuant to state or federal law in all cases, (2) may disclose pursuant to state or federal law only to certain entities or individuals or under certain conditions or (3) may withhold from disclosure pursuant to state or federal law. This provision shall not be construed to prohibit the Contractor from disclosing such public records to any Contractor Parties to carry out the purposes of its subcontract. For purposes of this section, “public records” shall have the meaning set forth in Conn. Gen. Stat. § 1-200, as it may be modified from time to time.

## **19. PROFITING FROM PUBLIC RECORDS**

In accordance with Conn. Gen. Stat. § 4d-37, neither the Contractor nor Contractor Parties shall sell, market or otherwise profit from the disclosure or use of any public records which are in their possession pursuant to this Agreement or any contract, subcontract or amendment to a contract or subcontract, except as authorized in this Agreement. For purposes of this section, “public records” shall have the meaning set forth in Conn. Gen. Stat. § 1-200, as it may be modified from time to time.

## **20. CONTRACTOR'S OBLIGATION TO NOTIFY DAS CONCERNING PUBLIC RECORDS**

In accordance with Conn. Gen. Stat. § 4d-38, if the Contractor or Contractor Parties learn of any violation of the provisions of Conn. Gen. Stat. §§ 4d-36 or 4d-37 they shall, no later than seven calendar days after learning of such violation, notify the Chief Information Officer of such violation.

## **21. GENERAL ASSEMBLY ACCESS TO RECORDS**

In accordance with Conn. Gen. Stat. § 4d-40, the Joint Committee on Legislative Management and each nonpartisan office of the General Assembly shall continue to have access to DAS records that is not less than the access that said committee and such offices have on July 1, 1997.

## **22. CONTINUITY OF SYSTEMS**

- a) This Section is intended to comply with Conn. Gen. Stat. §4d-44, as it may be amended.
- b) The Contractor acknowledges that the Systems and associated services are important to the function of State government and that they must continue without interruption. Pursuant to Conn. Gen. Stat. §4d-44, as it may be amended, 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 DAS deems to be necessary or appropriate, to ensure continuity of state agency information system and telecommunication system facilities, equipment 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 Agreement without approval of such subcontract by DAS, as required by Conn. Gen. Stat. §4d-32, as it may be amended, and without such subcontract including a provision that obligates the subcontractor to comply fully with Conn. Gen. Stat. §4d-44, as it may be amended, as if the subcontractor were in fact the Contractor. The Contractor shall make a full and complete disclosure of and delivery to DAS 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.
- c) The parties shall follow the below applicable and respective procedures in order to ensure the orderly transfer to the State the following:
1. 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 DAS, F.O.B. Hartford, Connecticut or other State location which DAS identifies, all facilities and equipment related to or arising out of the Agreement, subcontract or amendment, no later than 10 days from the date that the work under the Agreement is transferred back to the State or to another contractor for any reason. The Contractor shall deliver the facilities and equipment to DAS, during the DAS'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 related operation manuals and other documentation in whatever form they exist and a list of all related passwords and security codes;
  2. software Deliverables created or modified pursuant to the Agreement, 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 DAS, F.O.B. Hartford, Connecticut or other location which DAS identifies, all Deliverables, no later than 10 days from the date that the work under the SOW or Agreement is transferred back to the State or to another contractor for any reason. The Contractor shall deliver such Deliverables to DAS, during the DAS's business hours, in good working order, and if equipment shall be delivered, in appropriately protective packaging to ensure delivery without damage. Concurrent with this delivery, the Contractor shall also deliver all Deliverable-related operation manuals and other documentation in whatever form they exist, if delivery of such manuals and documentation is required by this Agreement or the SOW for such Deliverable, and a list of all Deliverable passwords and security codes; and

3. Public Records, as defined in Conn. Gen. Stat. §4d-33, as it may be amended, which the Contractor or Contractor Parties possess or create pursuant to the Agreement, 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 DAS, F.O.B. Hartford, Connecticut or other State location which DAS identifies, all Public Records created or modified pursuant to the Agreement, Statement of Work, subcontract or amendment and requested in writing by DAS (provided that Contractor may redact confidential information of Contractor, its personnel or third parties to the extent permitted by applicable law) no later than the latter of (1) the time specified in the section in this Agreement concerning Termination for the return of Public Records and (2) 10 days from the date that the work under the Agreement or Statement of Work is transferred back to the State or to another contractor for any reason. The Contractor shall deliver to DAS those Public Records in electronic, magnetic or other intangible form in a non-proprietary format, such as, but not limited to, ASCII or TXT. The Contractor shall deliver to DAS, during DAS's business hours, those Public Records and a list of all applicable passwords and security codes, all in appropriately protective packaging to ensure delivery without damage.

d) 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.

### **23. TANGIBLE PERSONAL PROPERTY**

a) The Contractor on its behalf and on behalf of its Affiliates, as defined below, shall comply with the provisions of Conn. Gen. Stat. §12-411b, as follows:

1. For the term of the Agreement, the Contractor and its Affiliates shall collect and remit to the State of Connecticut, Department of Revenue Services, 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 on or before the due date specified in the Contract, which may not be later than the last day of the month next succeeding the end of a calendar quarter or other tax collection period during which the tax was collected;
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. Any Contractor or Affiliate who fails to remit use taxes collected on behalf of its customers by the due date specified in the Agreement shall be subject to the interest and penalties provided for persons required to collect sales tax under chapter 219 of the general statutes.

b) For purposes of this section of the Agreement, the word "Affiliate" means any person, as defined in section 12-1 of the general statutes, that controls is controlled by, or is under common control with

another person. A person controls another person if the person owns, directly or indirectly, more than ten per cent of the voting securities of the other person. The word "voting security" means a security that confers upon the holder the right to vote for the election of members of the board of directors or similar governing body of the business, or that is convertible into, or entitles the holder to receive, upon its exercise, a security that confers such a right to vote. "Voting security" includes a general partnership interest.

c) 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.

## **24. 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 Agreement, 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 Agreement. The Contractor shall use counsel reasonably acceptable 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 confidentiality of any part of or all of the Contractor's bid, Proposal or any Records, any intellectual property rights, other proprietary rights of any person or entity, copyrighted or non-copyrighted compositions, secret processes, patented or unpatented inventions, articles or appliances furnished or used in the Performance.

b) The Contractor shall not be responsible for indemnifying or holding the State harmless from any liability arising due to the negligence of the State or any third party acting under the direct control or supervision of the State.

c) 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.

d) 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.

e) The Contractor shall carry and maintain at all times during the term of the Agreement, and during the time that any provisions survive the term of the Agreement, sufficient commercial general liability insurance to satisfy its obligations under this Agreement. The Contractor shall name the State as an additional insured on the policy and shall provide a copy of the policy to DAS and, if requested, the Department prior to the effective date of the Contract. The Contractor shall not begin Performance until the delivery of the policy to DAS. The State shall be entitled to recover under the insurance policy even if a body of competent jurisdiction determines that the State is contributorily negligent.

f) This section shall survive the Termination of the Agreement and shall not be limited by reason of any insurance coverage.

## **25. SOVEREIGN IMMUNITY**

The parties acknowledge and agree that nothing in the Agreement 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 Agreement. To the extent that this section conflicts with any other section, this section shall govern.

## **26. SUMMARY OF STATE ETHICS LAWS**

Pursuant to the requirements of section 1-101qq of the 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 Agreement as if the summary had been fully set forth in the Agreement.

## **27. AUDIT AND INSPECTION OF PLANTS, PLACES OF BUSINESS AND RECORDS.**

- a) The State and its agents, including, but not limited to, the Connecticut Auditors of Public Accounts, Attorney General and State's Attorney and their respective agents, may, at reasonable hours, inspect and examine all of the parts of the Contractor's and Contractor Parties' plants and places of business which, in any way, are related to, or involved in, the performance of this Agreement.
- b) The Contractor shall maintain, and shall require each of the Contractor Parties to maintain, accurate and complete Records. The Contractor shall make all of its and the Contractor Parties' Records available at all reasonable hours for audit and inspection by the State and its agents.
- c) The State shall make all requests for any audit or inspection in writing and shall provide the Contractor with at least twenty-four (24) hours' notice prior to the requested audit and inspection date. If the State suspects fraud or other abuse, or in the event of an emergency, the State is not obligated to provide any prior notice.
- d) All audits and inspections shall be at the State's expense.
- e) The Contractor shall keep and preserve or cause to be kept and preserved all of its and Contractor Parties' Records until three (3) years after the latter of (i) final payment under this Agreement, or (ii) the expiration or earlier termination of this Agreement, as the same may be modified for any reason. The State may request an audit or inspection at any time during this period. If any Claim or audit is started before the expiration of this period, the Contractor shall retain or cause to be retained all Records until all Claims or audit findings have been resolved.
- f) 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.
- g) The Contractor shall incorporate this entire Section verbatim into any contract or other agreement that it enters into with any Contractor Party.

## **28. CAMPAIGN CONTRIBUTION RESTRICTION**

For all State contracts, defined in Conn. Gen. Stat. §9-612(g)(1) as 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 Agreement expressly acknowledges receipt of the State Elections



Enforcement Commission's notice advising state contractors of state campaign contribution and solicitation prohibitions, and will inform its principals of the contents of the notice, as set forth in "Notice to Executive Branch State Contractors and Prospective State Contractors of Campaign Contribution and Solicitation Limitations," attached as Attachment 2.

## 29. EXECUTIVE ORDERS

This Agreement 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 Agreement as if they had been fully set forth in it. The Agreement may also be subject to Executive Order No. 7C of Governor M. Jodi Rell, promulgated July 13, 2006, concerning contracting reforms and Executive Order No. 14 of Governor M. Jodi Rell, promulgated April 17, 2006, concerning procurement of cleaning products and services and Executive Order No. 19 of Governor M. Jodi Rell, promulgated June 19, 2008 concerning use of System Development, in accordance with their respective terms and conditions. If Executive Orders 7C and 14 are applicable, they are deemed to be incorporated into and are made a part of the Agreement as if they had been fully set forth in it. At the Contractor's request, the State shall provide a copy of these orders to the Contractor.

## 30. NONDISCRIMINATION

a) For purposes of this Section, the following terms are defined as follows:

- i. "Commission" means the Commission on Human Rights and Opportunities;
- ii. "Contract" and "contract" include any extension or modification of the Agreement;
- iii. "Contractor" and "contractor" include any successors or assigns of the Contractor or contractor;
- iv. "Gender identity or expression" means a person's gender-related identity, appearance or behavior, whether or not that gender-related identity, appearance or behavior is different from that traditionally associated with the person's physiology or assigned sex at birth, which gender-related identity can be shown by providing evidence including, but not limited to, medical history, care or treatment of the gender-related identity, consistent and uniform assertion of the gender-related identity or any other evidence that the gender-related identity is sincerely held, part of a person's core identity or not being asserted for an improper purpose;
- v. "good faith" means that degree of diligence which a reasonable person would exercise in the performance of legal duties and obligations;
- vi. "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;
- vii. "marital status" means being single, married as recognized by the state of Connecticut, widowed, separated or divorced;
- viii. "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;
- ix. "minority business enterprise" means any small contractor or supplier of materials fifty-one percent 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 Connecticut General Statutes § 32-9n; and
- x. "public works contract" means any agreement between any individual, firm or corporation and the State or any political subdivision of the State other than a municipality for construction, rehabilitation, conversion, extension, demolition or repair of a public building, highway or other

changes or improvements in real property, or which is financed in whole or in part by the State, including, but not limited to, matching expenditures, grants, loans, insurance or guarantees.

For purposes of this Section, the terms "Contract" and "contract" do 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).

b) (1) The Contractor agrees and warrants that in the performance of the Agreement 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, gender identity or expression, 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; and 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, gender identity or expression, mental retardation, mental disability or physical disability, including, but not limited to, blindness, unless it is shown by the 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 the Contractor has a collective bargaining Agreement or other contract or understanding and each vendor with which the 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 Connecticut General Statutes §§ 46a-68e and 46a-68f and with each regulation or relevant order issued by said Commission pursuant to Connecticut General Statutes §§ 46a-56, 46a-68e and 46a-68f; and (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 Connecticut General Statutes § 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 projects.

c) 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.

d) The Contractor shall develop and maintain adequate documentation, in a manner prescribed by the Commission, of its good faith efforts.

e) The Contractor shall include the provisions of subsection (b) of this Section in every subcontract or purchase order entered into in order to fulfill any obligation of a contract with the State and such provisions shall be binding on a subcontractor, vendor or manufacturer unless exempted by regulations or orders of the Commission. The 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 Connecticut General Statutes §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.

f) The Contractor agrees to comply with the regulations referred to in this Section as they exist on the date of this Agreement and as they may be adopted or amended from time to time during the term of this Agreement and any amendments thereto.

g) (1) The Contractor agrees and warrants that in the performance of the Agreement 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 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 Connecticut General Statutes § 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 Connecticut General Statutes § 46a-56.

h) The Contractor shall include the provisions of the foregoing paragraph 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 Connecticut General Statutes § 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.

### **31. HEALTH INSURANCE PORTABILITY AND ACCOUNTABILITY ACT**

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 Agreement. If the Contractor is not a Business Associate under HIPAA, this Section of the Agreement does not apply to the Contractor for this Agreement.

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 Agreement 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 Agreement (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 Agreement.
- 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 Agreement” 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 Agreement 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 Agreement.
- 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 Agreement.
- 5) Business Associate agrees to report to Covered Entity any use or disclosure of PHI not provided for by this Section of the Agreement 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 Agreement 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 Agreement, 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 five 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 Agreement 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

- (a) The Business Associate agrees that, following the discovery of a breach of unsecured protected health information, it shall notify the Covered Entity of such breach in accordance with the requirements of section 13402 of HITECH (42 U.S.C. 17932(b) and the provisions of this Section of the Agreement.
- (b) 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.
- (c) The Business Associate agrees to include in the notification to the Covered Entity at least the following information:
  - 1. A brief description of what happened, including the date of the breach and the date of the discovery of the breach, if known.
  - 2. 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).
  - 3. The steps the Business Associate recommends that individuals take to protect themselves from potential harm resulting from the breach.
  - 4. A detailed description of what the Business Associate is doing to investigate the breach, to mitigate losses, and to protect against any further breaches.
  - 5. 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.
- (d) 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 or a postal address. For breaches involving ten or more individuals whose contact information is insufficient or out of date to allow written notification under 45 CFR § 164.404(d)(1)(i), the Business Associate shall notify the Covered Entity of such persons and maintain a toll-free telephone number for ninety days after said notification is sent to the Covered Entity.

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.

(e) 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.

(f) Permitted Uses and Disclosure by Business Associate.

1. General Use and Disclosure Provisions Except as otherwise limited in this Section of the Agreement, Business Associate may use or disclose PHI to perform functions, activities, or services for, or on behalf of, Covered Entity as specified in this Agreement, 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

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

(ii) Except as otherwise limited in this Section of the Agreement, 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.

(iii) Except as otherwise limited in this Section of the Agreement, 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 Agreement.

l) Term and Termination.

1) Term. The Term of this Section of the Agreement shall be effective as of the date the Agreement is effective and shall terminate when the information collected in accordance with clause h. (10) of this Section of the Agreement 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 Agreement 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 Agreement if Business Associate has breached a material term of this Section of the Agreement 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 (1)(2) of this Section of the Agreement, upon termination of this Agreement, 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 Agreement 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 Agreement to such PHI and limit further uses and disclosures of PHI to those purposes that make return or destruction infeasible, for as long as Business Associate maintains such PHI. Infeasibility of the return or destruction of PHI includes, but is not limited to, requirements under state or federal law that the Business Associate maintains or preserves the PHI or copies thereof.

m) Miscellaneous Provisions.

1) Regulatory References. A reference in this Section of the Agreement 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 Agreement 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 Agreement.

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

5) Construction. This Section of the Agreement shall be construed as broadly as necessary to implement and comply with the Privacy Standard. Any ambiguity in this Section of the Agreement 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 Agreement 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 Agreement 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 Agreement, under HIPAA, the HITECH Act, the Privacy Rule and the Security Rule.

### **32. OWNERSHIP OF DATA**

Any and all data hosted by Contractor on behalf of the State of Connecticut will remain the sole property of the State and the State shall retain any and all ownership of such data. It is further understood that at no time will Contractor have ownership of any data held within the system.

### **33. TERMS AND CONDITIONS**

Any and all Purchase Orders, Product Schedule Updates, Statement of Works or other documents authorized in connection with this shall be subject to the terms and conditions of this Agreement. Any terms or conditions contained in any such Purchase Order, Product Schedule Update, Statement of Work or other document shall have no force or effect and shall in no way affect, change or modify any of the terms and conditions of this Agreement.

### **34. WORKERS' COMPENSATION**

The Contractor shall maintain Worker's Compensation and Employer's Liability insurance in compliance with the laws of the state of Connecticut, which coverage shall include Employer's Liability coverage with minimum limits of \$100,000 for each accident, \$500,000 for disease, and \$100,000 for each employee, per policy period.

### **35. ENTIRETY OF AGREEMENT**

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





## Notice to Executive Branch State Contractors and Prospective State Contractors of Campaign Contribution and Solicitation Limitations

This notice is provided under the authority of Connecticut General Statutes §9-612(G)(2), as amended by P.A. 10-1, and is for the purpose of informing state contractors and prospective state contractors of the following law (italicized words are defined on the reverse side of this page).

### CAMPAIGN CONTRIBUTION AND SOLICITATION LIMITATIONS

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 (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 (which includes town committees).

In addition, no holder or principal of a holder of a valid prequalification certificate, shall make a contribution to (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.

On and after January 1, 2011, 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 **knowingly solicit** contributions from the state contractor's or prospective state contractor's employees or from a *subcontractor or principals of the subcontractor* 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.

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

**Civil Penalties** – Up to \$2,000 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 possible consequences of their violations may also be subject to civil penalties of up to \$2,000 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 not more than \$5,000 in fines, or both.

### CONTRACT CONSEQUENCES

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

In the case of a prospective state contractor, contributions made or solicited in violation of the above prohibitions 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 shall 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 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 "Lobbyist/Contractor Limitations."



## 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, a loan to an individual for other than commercial purposes or any agreement or contract between the state or any state agency and the United States Department of the Navy or the United States Department of Defense.

“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.

“Subcontractor” means any person, business entity or nonprofit organization that contracts to perform part or all of the obligations of a state contractor's state contract. Such person, business entity or nonprofit organization shall be deemed to be a subcontractor until December thirty first of the year in which the subcontract terminates. “Subcontractor” does not include (i) 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 (ii) 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 subcontractor” 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 subcontractor, 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 subcontractor, which is a business entity, as president, treasurer or executive vice president, (iii) an individual who is the chief executive officer of a subcontractor, which is not a business entity, or if a subcontractor has no such officer, then the officer who duly possesses comparable powers and duties, (iv) an officer or an employee of any subcontractor who has managerial or discretionary responsibilities with respect to a subcontract with a state contractor, (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 subcontractor.