

CONTRACT SUPPLEMENT  
SP-37IT

Elizabeth Basso  
Contract Specialist

860-713-5611  
Telephone Number

# STATE OF CONNECTICUT

DEPARTMENT OF ADMINISTRATIVE SERVICES

PROCUREMENT DIVISION

165 Capitol Avenue, 5<sup>th</sup> Floor South

HARTFORD, CT 06106-1659

CONTRACT AWARD NO.:

12PSX0251

Contract Effective Date:

1 April 2013

Bid Due Date:

15 November 2012

SUPPLEMENT DATE:

7 January 2016

## CONTRACT AWARD SUPPLEMENT #3

**IMPORTANT: THIS IS NOT A PURCHASE ORDER. DO NOT PRODUCE OR SHIP WITHOUT AN AGENCY PURCHASE ORDER.**

DESCRIPTION: **Information Technology Professional Services (Consulting)**

FOR:  
**Department of Administrative Services, All Using State  
Agencies, Political Subdivisions, Municipalities, Non-Profits  
165 Capitol Avenue  
Hartford, CT 06106**

TERM OF CONTRACT:

**Extended to April 2, 2017**

AGENCY REQUISITION NUMBER: DASM1-1000

CHANGE TO IN STATE (NON-SB) CONTRACT VALUE	CHANGE TO DAS-CERTIFIED SMALL BUSINESS CONTRACT VALUE	CHANGE TO OUT OF STATE CONTRACT VALUE	CHANGE TO TOTAL CONTRACT AWARD VALUE
\$6,000,000.00	\$35,000,000.00	\$4,500,000.00	\$45,500,000.00

**NOTICE TO CONTRACTORS:** This notice is not an order to ship. Purchase Orders against contracts will be furnished by the using agency or agencies on whose behalf the contract is made. INVOICE SHALL BE RENDERED DIRECT TO THE ORDERING AGENCY.

**NOTE:** Dollar amounts listed next to each contractor are possible award amounts, however, they do not reflect any expected purchase amounts (actual or implied). They are for CHRO use only.

**NOTICE TO AGENCIES:** A complete explanatory report shall be furnished promptly to the Procurement Manager concerning items delivered and/or services rendered on orders placed against awards listed herein which are found not to comply with the specifications or which are otherwise unsatisfactory from the agency's viewpoint, as well as failure of the contractor to deliver within a reasonable period of time specified. Please issue orders and process invoices promptly.

**CASH DISCOUNTS:** Cash discounts, if any, shall be given SPECIAL ATTENTION, but such cash discount shall not be taken unless payment is made within the discount period.

**PRICE BASIS:** Unless otherwise noted, prices include delivery and transportation charges fully prepaid f.o.b. agency. No extra charge is to be made for packing or packages.

### CONTRACTOR INFORMATION:

REFER TO THE CONTRACT ON THE DAS PROCUREMENT WEB PAGE FOR THE MOST CURRENT CONTRACTOR INFORMATION. (<http://das.ct.gov/mp1.aspx?page=8>)

Contract Term end date extended one year to April 2, 2017.

### PLEASE NOTE:

All terms and conditions not otherwise affected by this supplement remain unchanged and in full force and effect.

DEPARTMENT OF ADMINISTRATIVE SERVICES

By: \_\_\_\_\_  
(Original Signature on Document in Procurement Files)

Name: **ELIZABETH BASSO**

Title: Contract Specialist

Date: 7 January 2016

CONTRACT SUPPLEMENT  
SP-37 Rev. 10/15/13  
Prev. Rev. 7/19/13

Elizabeth Basso  
Contract Specialist  
860-713-5611  
Telephone Number

# STATE OF CONNECTICUT

DEPARTMENT OF ADMINISTRATIVE SERVICES

PROCUREMENT DIVISION  
165 Capitol Avenue, 5<sup>th</sup> Floor South  
HARTFORD, CT 06106-1659

CONTRACT AWARD NO.:

12PSX0251

Contract Award Date:

2 April 2013

Bid Due Date:

15 November 2012

SUPPLEMENT DATE:

27 November 2013

## CONTRACT AWARD SUPPLEMENT #2

**IMPORTANT: THIS IS NOT A PURCHASE ORDER. DO NOT PRODUCE OR SHIP WITHOUT AN AGENCY PURCHASE ORDER.**

DESCRIPTION: **Information Technology Professional Services (Consulting)**

**FOR: All Using State Agencies, Political Subdivisions,  
Municipalities, Non Profits, Education**

**TERM OF CONTRACT / DELIVERY DATE REQUIRED:  
Three Years, with extension options up to three years**

**AGENCY REQUISITION NUMBER: DASM1-1000**

CHANGE TO IN STATE (NON-SB) CONTRACT VALUE	CHANGE TO DAS-CERTIFIED SMALL BUSINESS CONTRACT VALUE	CHANGE TO OUT OF STATE CONTRACT VALUE	CHANGE TO TOTAL CONTRACT AWARD VALUE
\$0.00	\$0.00	\$0.00	\$0.00

**NOTICE TO CONTRACTORS:** This notice is not an order to ship. Purchase Orders against contracts will be furnished by the using agency or agencies on whose behalf the contract is made.

INVOICE SHALL BE RENDERED DIRECT TO THE ORDERING AGENCY.

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### CONTRACTOR INFORMATION:

REFER TO THE CONTRACT ON THE DAS PROCUREMENT WEB PAGE FOR THE MOST CURRENT CONTRACTOR INFORMATION. (<http://das.ct.gov/mp1.aspx?page=8>)

*Corrects error on Exhibit B Price Schedule:*

*Program Manger 3 (1.3)*

*iTech Solutions Hourly Rate listed as \$86.602 should be \$86.79 for a Daily Rate of \$694.32*

**NOTE: All terms and conditions not otherwise affected by this supplement remain unchanged and in full force and effect.**

APPROVED \_\_\_\_\_

Elizabeth Basso

Contract Specialist

(Original Signature on Document in Procurement Files)

**Elizabeth Basso**  
Contract Specialist  
**(860)713-5611**  
Telephone Number

# STATE OF CONNECTICUT

DEPARTMENT OF ADMINISTRATIVE SERVICES

PROCUREMENT DIVISION

165 Capitol Avenue, 5<sup>th</sup> Floor South  
HARTFORD, CT 06106-1659

CONTRACT AWARD NO.:

12PSX0251

Contract Award Date:

21 January 2013

Bid Due Date:

15 November 2012

SUPPLEMENT DATE:

22 August 2013

## CONTRACT AWARD SUPPLEMENT #1

**IMPORTANT: THIS IS NOT A PURCHASE ORDER. Do NOT PRODUCE OR SHIP WITHOUT AN AGENCY PURCHASE ORDER.**

DESCRIPTION: **Information Technology Professional Services (Consulting)**

**FOR: All Using State Agencies, Political Subdivisions,  
Municipalities, Non Profits, Education**

**TERM OF CONTRACT / DELIVERY DATE REQUIRED:  
Three Years, with extension options up to three years**

**AGENCY REQUISITION NUMBER: DASM1-1000**

CHANGE TO IN STATE (NON-SB) CONTRACT VALUE	CHANGE TO DAS-CERTIFIED SMALL BUSINESS CONTRACT VALUE	CHANGE TO OUT OF STATE CONTRACT VALUE	CHANGE TO TOTAL CONTRACT AWARD VALUE
\$0.00	\$0.00	\$0.00	\$0.00

**NOTICE TO CONTRACTORS:** This notice is not an order to ship. Purchase Orders against contracts will be furnished by the using agency or agencies on whose behalf the contract is made.

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**PRICE BASIS:** Unless otherwise noted, prices include delivery and transportation charges fully prepaid f.o.b. agency. No extra charge is to be made for packing or packages.

### CONTRACTOR INFORMATION:

REFER TO THE CONTRACT ON THE DAS PROCUREMENT WEB PAGE FOR THE MOST CURRENT CONTRACTOR INFORMATION. (<http://das.ct.gov/mp1.aspx?page=8>)

See attached for Contractor websites, SOW and contact information.

**NOTE: All terms and conditions not otherwise affected by this supplement remain unchanged and in full force and effect.**

APPROVED \_\_\_\_\_

**ELIZABETH BASSO**

Contract Specialist

(Original Signature on Document in Procurement Files)

12PSX0251  
IT Professional Services  
Company/Contact Information

State of CT website: <http://www.coolsoft-tech.com>

Contractor Name: **Coolsoft LLC**

Contact: Anand Krishnamurthy

Contact/SOW Email: [anand@coolsofttech.com](mailto:anand@coolsofttech.com)

Contact Phone: 502.327.9805 x 5007

Company Fax: 888.528.8727

Company Website: [www.coolsofttech.com](http://www.coolsofttech.com)

State of CT website: <http://ctstate.hallmarkjobs.com/>

Contractor Name: **Hallmark Information, Science & Technology,**  
Div. of Hallmark TotalTech, Inc.

Contact: Andrew M. Parker

Contact/SOW Email: [aparker@hallmarkit.com](mailto:aparker@hallmarkit.com)

Contact Phone: 860.529.7500 Ext. 703

Company Fax: 860.529.9800

Company Website: [www.hallmarkJobs.com](http://www.hallmarkJobs.com)

State of CT website: [www.itecholutions.com/state-of-connecticut](http://www.itecholutions.com/state-of-connecticut)

Contractor Name: **iTech Solutions, Inc.**

Contact: Kay Lukas

Contact Email: [klukas@itecholutions.com](mailto:klukas@itecholutions.com)

Email for SOW's: [stateofct@itecholutions.com](mailto:stateofct@itecholutions.com)

Contact Phone: 860.979.0914

Company Fax: 860.371.2317

Company Website: [www.itecholutions.com](http://www.itecholutions.com)

State of CT website: [www.on-linesystems.com/ctmain.aspx](http://www.on-linesystems.com/ctmain.aspx)

Contractor Name: **On-Line Systems, Inc.**

Contact: Jamie Martin

Contact/SOW Email: [jamie@on-linesystems.com](mailto:jamie@on-linesystems.com)

Contact Phone: 860.678.1300 x 201

Company Fax: 860.678.1919

Company Website: [www.on-linesystems.com](http://www.on-linesystems.com)

12PSX0251  
IT Professional Services  
Company/Contact Information

State of CT website: <http://statect.palisol.com>  
Contractor Name: **Pali Solutions,inc**  
Contact: Kannan Subramani  
Contact/SOW Email: [kannan@palisolutions.com](mailto:kannan@palisolutions.com)  
Note new address: 27 Hartford Turnpike  
Suite 208F  
Vernon, CT 06066  
Contact Phone: 860.246.5169  
Company Fax: 860.499.5465  
Company Website: <http://www.palisolutions.com/>

State of CT website: <http://www.skylightsys.com/testct/>  
Contractor Name: **Skylightsys**  
Contact: Shalu Arora  
Contact/SOW Email: [Stateofct@skylightsys.com](mailto:Stateofct@skylightsys.com)  
Contact Phone: 860.289.9096  
Company Fax: 860 289 9172  
Company Website: [www.skylightsys.com](http://www.skylightsys.com)

State of CT website: <http://www.tricomgroup.com/StateOfCT/>  
Contractor Name: **The Tri-Com Consulting Group**  
Contact: Karl C. Hespeler  
Contact/SOW Email: [khespeler@tricomgroup.com](mailto:khespeler@tricomgroup.com)  
Contact Phone: 860.635.9600 x12 or x10  
Company Fax: 860.635.9300  
Company Website: [www.tricomgroup.com](http://www.tricomgroup.com)

CONTRACT AWARD  
SP-38 New 8/16/2012  
Prev. Rev. 8/7/12

# STATE OF CONNECTICUT

DEPARTMENT OF ADMINISTRATIVE SERVICES

PROCUREMENT DIVISION

165 Capitol Avenue, 5<sup>th</sup> Floor South

HARTFORD, CT 06106-1659

Elizabeth Basso  
Contract Specialist

(860)713-5611  
Telephone Number

CONTRACT AWARD NO.:

12PSX0251

Contract Award Date:

April 2, 2013

Bid Due Date:

15 November 2012

## CONTRACT AWARD

**IMPORTANT: THIS IS NOT A PURCHASE ORDER. DO NOT PRODUCE OR SHIP WITHOUT AN AGENCY PURCHASE ORDER.**

DESCRIPTION: **Information Technology Professional Services (Consulting)**

**FOR: All Using State Agencies, Political Subdivisions,  
Municipalities, Non Profits and Education  
165 Capitol Avenue  
Hartford, CT 06106**

**TERM OF CONTRACT:**

**Three Years, with extension options up to three years**

**AGENCY REQUISITION NUMBER: DASM1-1000**

IN STATE (NON-SB) CONTRACT VALUE	DAS CERTIFIED SMALL BUSINESS CONTRACT VALUE	OUT OF STATE CONTRACT VALUE	TOTAL CONTRACT AWARD VALUE
Estimate \$4,000,000.00	Estimate \$24,000,000.00	Estimate \$2,000,000.00	Estimate \$30,000,000.00

**NOTICE TO CONTRACTORS:** This notice is not an order to ship. Purchase Orders against contracts will be furnished by the using agency or agencies on whose behalf the contract is made.

INVOICE SHALL BE RENDERED DIRECT TO THE ORDERING AGENCY.

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**CASH DISCOUNTS:** Cash discounts, if any, shall be given SPECIAL ATTENTION, but such cash discount shall not be taken unless payment is made within the discount period.

**PRICE BASIS:** Unless otherwise noted, prices include delivery and transportation charges fully prepaid f.o.b. agency. No extra charge is to be made for packing or packages.

### CONTRACTOR INFORMATION:

REFER TO THE CONTRACT ON THE DAS PROCUREMENT WEB PAGE FOR THE MOST CURRENT CONTRACTOR INFORMATION. (<http://das.ct.gov/mp1.aspx?page=8>)

The signature below by the DAS Contract Specialist evidences that DAS is bound by all of the terms and conditions of the Contract as of its effective date.

DEPARTMENT OF  
ADMINISTRATIVE SERVICES

By: \_\_\_\_\_  
Name: Mark Raymond  
Title: Chief Information Officer  
Date:

APPROVED AS TO FORM  
STATE OF CONNECTICUT  
OFFICE OF THE ATTORNEY GENERAL

By: \_\_\_\_\_  
Name: Joseph Rubin  
Title: Associate Attorney General  
Date:

CONTRACT AWARD  
SP-38 New 8/16/2012  
Prev. Rev. 8/7/12

# STATE OF CONNECTICUT

DEPARTMENT OF ADMINISTRATIVE SERVICES

PROCUREMENT DIVISION

165 Capitol Avenue, 5<sup>th</sup> Floor South

HARTFORD, CT 06106-1659

**Elizabeth Basso**  
Contract Specialist

**(860)713-5611**  
Telephone Number

CONTRACT AWARD NO.:  
12PSX0251

Contract Award Date:  
as of AG approval

Bid Due Date:  
15 November 2012

## I2PSX0251AA

Company Name: **Coolsoft LLC**

Company Address: **1902 Campus Place, Suite 12, Louisville, KY 40299**

Tel. No.: **502.327.9805**

Fax No.: **888.528.8727**

ESTIMATED

Contract Value: \$2,000,000.00

Contact Person: **Anand Krishnamurthy**

Contact Person Address: **same**

Contact E-mail Address: [anand@coolsofttech.com](mailto:anand@coolsofttech.com)

Company Web Site: <http://www.coolsofttech.com>

Remittance Address: **same**

Certification Type (SBE, MBE or None): **none**

Terms: **Net 45 Days**

Cash Discount: **0 %**

PO Distribution: [anand@coolsofttech.com](mailto:anand@coolsofttech.com)

## I2PSX0251AB

Company Name: **Hallmark Totaltech, Inc.**

Company Address: **35 Cold Spring Road #322, Rocky Hill CT 06067**

Tel. No.: **860.529.7500 x703**

Fax No.: **860.529.9800**

ESTIMATED

Contract Value: \$2,000,000.00

Contact Person: **Andrew Parker**

Contact Person Address: **same**

Contact E-mail Address: [aparker@hallmarkit.com](mailto:aparker@hallmarkit.com)

Company Web Site: [www.hallmarkjobs.com](http://www.hallmarkjobs.com)

Remittance Address: **same**

Certification Type (SBE, MBE or None): **MBE-D/Microbusiness**

Terms: **Net 30 Days**

Cash Discount: **0 %**

PO Distribution: [aparker@hallmarkit.com](mailto:aparker@hallmarkit.com)

## I2PSX0251AC

Company Name: **iTech Solutions, Inc.**

Company Address: **8 Hidden Oak Drive, Farmington, CT 06032**

Tel. No.: **860.979.0914; 860.674.1636**

Fax No.: **860.371.2317**

ESTIMATED

Contract Value: \$2,000,000.00

Contact Person: **Kay Lukas**

Contact Person Address: **same**

Contact E-mail Address: [klukas@itechsolutions.com](mailto:klukas@itechsolutions.com)

Company Web Site: [www.itechsolutions.com](http://www.itechsolutions.com)

Remittance Address: **same**

Certification Type (SBE, MBE or None): **MBE-W**

Terms: **Net 30 Days**

**Cash Discounts : 2 %, 10 days 1.5 %, 15 days 0.5 %, 30 days**

PO Distribution: [klukas@itechsolutions.com](mailto:klukas@itechsolutions.com)

## I2PSX0251AD

Company Name: **On-Line Systems, Inc.**

Company Address: **790 Farmington Avenue, Suite 3-D, Farmington CT 06032**

Tel. No.: **860.678.1300, x201**

Contact Person: **Jamie J. Martin**

Contact Person Address: **same**

Contact E-mail Address: [jamie@on-linesystems.com](mailto:jamie@on-linesystems.com)

Company Web Site: [www.on-linesystems.com](http://www.on-linesystems.com)

Remittance Address: **P.O. Box 445, Farmington CT 06034**

Certification Type (SBE, MBE or None): **MBE-W**

Terms: **Net 30 Days**

Cash Discount: **0 %**

PO Distribution: [jamie@on-linesystems.com](mailto:jamie@on-linesystems.com)

CONTRACT AWARD  
SP-38 New 8/16/2012  
Prev. Rev. 8/7/12

# STATE OF CONNECTICUT

DEPARTMENT OF ADMINISTRATIVE SERVICES

PROCUREMENT DIVISION

165 Capitol Avenue, 5<sup>th</sup> Floor South

HARTFORD, CT 06106-1659

**Elizabeth Basso**  
Contract Specialist

**(860)713-5611**  
Telephone Number

CONTRACT AWARD NO.:  
12PSX0251

Contract Award Date:  
as of AG approval

Bid Due Date:  
15 November 2012

## I2PSX0251AE

Company Name: **Pali Solutions, Inc.**

Company Address: **750 Main Street, Suite 1114, Hartford, CT 06103**

Tel. No.: **860.371.9216; 860.246.5169**

Fax No.: **860.499.5465**

ESTIMATED

Contract Value: \$2,000,000.00

Contact Person: **Kannan Subramani**

Contact Person Address: **same**

Contact E-mail Address: [kannan@palisolutions.com](mailto:kannan@palisolutions.com)

Company Web Site: [www.palisolutions.com](http://www.palisolutions.com)

Remittance Address: **same**

Certification Type (SBE, MBE or None): **MBE**

Terms: **Net 45 Days**

**Cash Discount: 1 % , 10 days**

**EFT Discount: 0.5%**

PO Distribution: [kannan@palisolutions.com](mailto:kannan@palisolutions.com)

## I2PSX0251AF

Company Name: **Skylightsys**

Company Address: **111 Founders Plaza, Suite 1708, East Hartford, CT 06108**

Tel. No.: **860.289.9096, x10**

Fax No.: **860.289.9172**

ESTIMATED

Contract Value: \$2,000,000.00

Contact Person: **Shalu Arora**

Contact Person Address: **same**

Contact E-mail Address: [arora@skylightsys.com](mailto:arora@skylightsys.com)

Company Web Site: [www.skylightsys.com](http://www.skylightsys.com)

Remittance Address: **same**

Certification Type (SBE, MBE or None): **MBE-W/Microbusiness**

Terms: **Net 30 Days**

**Cash Discount: 0.5 % , 10 Days**

PO Distribution: [arora@skylightsys.com](mailto:arora@skylightsys.com)

## I2PSX0251AG

Company Name: **The Tri-Com Consulting Group, LLC**

Company Address: **333 Industrial Park Road, Middletown, CT 06457**

Tel. No.: **860.635.9600 x12; 860.635.9600 x10**

Fax No.: **860.635.9600**

ESTIMATED

Contract Value: \$10,000,000.00

Contact Person: **Karl C. Hespeler**

Contact Person Address: **same**

Contact E-mail Address: [khespeler@tricomgroup.com](mailto:khespeler@tricomgroup.com)

Company Web Site: [www.tricomgroup.com](http://www.tricomgroup.com)

Remittance Address: **same**

Certification Type (SBE, MBE or None): **SBE**

Terms: **Net 30 Days**

**Cash Discount: 0 %**

PO Distribution: [CT@tricomgroup.com](mailto:CT@tricomgroup.com)



# **CONTRACT**

**12PSX0251**

Between

**THE STATE OF CONNECTICUT**

Acting by its

**DEPARTMENT OF ADMINISTRATIVE SERVICES**

**AND**

Coolsoft LLC

Hallmark Totaltech Inc.

iTech Solutions Inc.

On-Line Systems, Inc.

Pali Solutions, Inc.;

Skylightsys, LLC

The Tri-Com Consulting Group, LLC

INFORMATION TECHNOLOGY PROFESSIONAL SERVICES

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**Contract # 12PSX0251**

Contract Document  
SP-50IT New 10/9/2012  
Prev. Rev. 10/5/12

This Contract (the "Contract") is made as of the date this Contract is approved by the Office of the Attorney General, as evidenced by its approval signature on the SP-38 corresponding to the subject Contract, and is by and between the Contractor, identified on such Form SP-38 and defined in Section 1 below, each with a principal place of business set forth on the Signature Page Form Number SP-26, acting by the duly authorized representative specified on the SP-26, and the State of Connecticut, Department of Administrative Services ("DAS"), with a principal place of business at 165 Capitol Ave, Hartford, Connecticut 06106-1659, acting by Mark Raymond, its Chief Information Officer, in accordance with Sections 4a-2 and 4a-51 of the Connecticut General Statutes.

Now therefore, in consideration of these presents, and for other good and valuable consideration, the receipt and sufficiency of which the parties acknowledge, the Contractor and the DAS agree as follows:

1. Definitions. Unless otherwise indicated, the following terms shall have the following corresponding definitions:

- (a) Bid: A Bidder's submittal in response to an Invitation to Bid.
- (b) Bidder: A person or entity submitting a competitive Bid in response to an Invitation to Bid.
- (c) Bidder Parties: A Bidder's members, directors, officers, shareholders, partners, managers, principal officers, representatives, agents, servants, consultants, employees or any one of them or any other person or entity with whom the Bidder is in privity of oral or written Contract and the Bidder intends for such other person or entity to Perform under the Contract in any capacity.
- (d) Claims: All actions, suits, claims, demands, investigations and proceedings of any kind, open, pending or threatened, whether mature, unmaturing, contingent, known or unknown, at law or in equity, in any forum.
- (e) Client Agency: All using state agencies, political subdivisions, municipalities, quasi-governmental entities, non-profit organizations and Education.
- (f) Confidential Information: This shall mean any information about a client, including but not limited to first name and last name, or first initial and last name, in combination with any one or more of the following related to such client: (a) Social Security Number; (b) driver's license number or state-issued identification card number; (c) date of birth; and (d) financial account number, or credit or debit card number, with or without any required security code, access code, personal identification number or password, that would permit access to a client's financial account. Without limiting the foregoing, Confidential Information shall also include any information that the Department 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.
- (g) Confidential Information Breach: This shall mean, 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

**Contract # 12PSX0251**

Contract Document  
SP-50IT New 10/9/2012  
Prev. Rev. 10/5/12

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.

(h) **Contract:** The agreement, as of its effective date, between the Contractor and the DAS for any or all Goods or Services at the Bid price.

(i) **Contractor:** The successful Bidder or Bidders awarded a contract as a result of the applicable Invitation to Bid. The following are each a Contractor under this Contract: Coolsoft LLC; Hallmark Totaltech Inc.; iTech Solutions Inc.; On-Line Systems, Inc.; Pali Solutions, Inc.; Skylightsys, LLC; The Tri-Com Consulting Group, LLC are each and severally a Contractor under this Contract (referred to individually or collectively, as the context requires).

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

(k) **Day:** All calendar days other than Saturdays, Sundays and days designated as national or State of Connecticut holidays upon which banks in Connecticut are closed.

(l) **Force Majeure:** Events that materially affect the cost of the Goods or Services or the time schedule within which to Perform and are outside the control of the party asserting that such an event has occurred, including, but not limited to, labor troubles unrelated to the Contractor, failure of or inadequate permanent power, unavoidable casualties, fire not caused by the Contractor, extraordinary weather conditions, disasters, riots, acts of God, insurrection or war.

(m) **Goods:** For purposes of the Contract, all things which are movable at the time that the Contract is effective and which include, without limiting this definition, supplies, materials and equipment, as specified in the Invitation to Bid and set forth in the specifications.

(n) **Goods or Services:** Goods, Services or both, as specified in the Invitation to Bid.

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

(p) **IT Professional:** an employee of the Contractor chosen to Perform specifically for their particular IT expertise.

(q) **Invitation to Bid:** A DAS request inviting bids for the provision of Goods and/or Services.

(r) **Perform:** The verb "to perform" and the Contractor's performance set forth in this Contract and its exhibits are referred to as "Perform," "Performance" and other capitalized variations of the term.

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

(t) Services: The performance of labor or work, as specified in Exhibit A.

(u) State: The State of Connecticut, including DAS, the Client Agency and any office, department, board, council, commission, institution or other agency of the State.

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

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

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

(y) Termination: An end to the Contract prior to the end of its term whether effected pursuant to a right which the Contract creates or for a breach.

(z) Title: all ownership, title, licenses, rights and interest, including, but not limited to, perpetual use, of and to the Goods or Services.

2. Term of Contract; Contract Extension. The term of this Contract shall be three (3) years and shall commence upon the date this Contract is approved as to form by the Office of the Attorney General of the State of Connecticut ("Effective Date") below, . DAS, in its sole discretion, may extend the Contract , one or more times for a combined total period not to exceed the complete length of the original term.

3. Description of Goods or Services. The Contractor shall deliver the Goods and perform the Services set forth in Exhibit A.

4. Price Schedule, Payment Terms and Billing, and Price Adjustments.

(a) Rates for Services provided under this Contract shall not exceed the rates set forth in Exhibit B.

(b) Payment shall be made only after the Client Agency receives and accepts the Goods or Services and after it receives a properly completed invoice. Unless otherwise specified in the Contract, payment for all accepted Goods or Services shall be due within forty-five (45) days after acceptance of the Goods or Services, or thirty (30) days if the Contractor is a certified small Contractor or minority business enterprise as defined in Conn. Gen. Stat. § 4a-60g. The Contractor shall submit an invoice to the Client Agency for the Performance. The invoice shall include detailed information for Goods or Services, delivered and Performed, as applicable, and accepted. Any late payment charges shall be calculated in accordance with the Connecticut General Statutes.

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- (c) If applicable to and during the term of this Contract, the Price Schedule will be adjusted to reflect any increase in the minimum wage rate that may occur, as mandated by State law. The Price Schedule will not be adjusted until the Contractor provides documentation, in the form of certified payroll or other documentation acceptable to the State, substantiating the increase in minimum wage rate.
- (d) No price adjustments are allowed under this Contract except as allowed in subsection (c) above.
- (e) If the Client Agency has a good faith dispute concerning the Contractor's invoice, the Client Agency may, in its sole discretion, withhold payment in whole or in part and shall contact the Contractor prior to payment due date to discuss the invoice. If the Contractor corrects the problem to the Client Agency's satisfaction within five (5) business days of being so contacted, Contractor shall be entitled to payment.
- (f) All charges against the Contractor, including credits, shall be deducted from current obligations that are due or may become due. If payment is not made in this manner, the Contractor shall pay the State the amount of such charges. The Contractor agrees that the presentation of any claim against the State arising from this Contract shall be in accordance with Chapter 53 of the Connecticut General Statutes (Claims against the State) and the Contractor further agrees not to initiate legal proceedings in any State or Federal Court in addition to, or in lieu of, said Chapter 53 proceedings.

5. Rejected Items; Abandonment.

- (a) The Contractor may deliver, cause to be delivered, or, in any other way, bring or cause to be brought, to any State premises or other destination, Goods, as samples or otherwise, and other supplies, materials, equipment or other tangible personal property. DAS may, by written notice and in accordance with the terms and conditions of the Contract, direct the Contractor to remove any or all such Goods ("the "Rejected Goods") and any or all other supplies, materials, equipment or other tangible personal property (collectively, the "Contractor Property") from and out of State premises and any other location which the State manages, leases or controls. The Contractor shall remove the Rejected Goods and the Contractor Property in accordance with the terms and conditions of the written notice. Failure to remove the Rejected Goods or the Contractor Property in accordance with the terms and conditions of the written notice shall mean, for itself and all Contractor Parties, that:
- (1) they have voluntarily, intentionally, unconditionally, unequivocally and absolutely abandoned and left unclaimed the Rejected Goods and Contractor Property and relinquished all ownership, title, licenses, rights, possession and interest of, in and to (collectively, "Title") the Rejected Goods and Contractor Property with the specific and express intent of (A) terminating all of their Title to the Rejected Goods and Contractor Property, (B) vesting Title to the Rejected Goods and Contractor Property in the State of Connecticut and (C) not ever reclaiming Title or any future rights of any type in and to the Rejected Goods and Contractor Property;
  - (2) there is no ignorance, inadvertence or unawareness to mitigate against the intent to abandon the Rejected Goods or Contractor Property;
  - (3) they vest authority, without any further act required on their part or the State's part, in the Client Agency and the State to use or dispose of the Rejected Goods and Contractor Property,

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in the State's sole discretion, as if the Rejected Goods and Contractor Property were the State's own property and in accordance with law, without incurring any liability or obligation to the Contractor or any other party;

(4) if the State incurs any costs or expenses in connection with disposing of the Rejected Goods and Contractor Property, including, but not limited to, advertising, moving or storing the Rejected Goods and Contractor Property, auction and other activities, the State shall invoice the Contractor for all such cost and expenses and the Contractor shall reimburse the State no later than thirty (30) days after the date of invoice; and

(5) they do remise, release and forever discharge the State and its employees, departments, commissions, boards, bureaus, agencies, instrumentalities or political subdivisions and their respective successors, heirs, executors and assigns (collectively, the "State and Its Agents") of and from all Claims which they and their respective successors or assigns, jointly or severally, ever had, now have or will have against the State and Its Agents arising from the use or disposition of the Rejected Goods and Contractor Property.

(b) The Contractor shall secure from each Contractor Party, as appropriate, such document or instrument as necessary or appropriate as will vest in the Contractor plenary authority to bind the Contractor Parties to the full extent necessary or appropriate to give full effect to all of the terms and conditions of this section. The Contractor shall provide, no later than fifteen (15) days after receiving a request from DAS, such information as DAS may require to evidence, in DAS's sole determination, compliance with this section.

6. Order and Delivery. The Contract shall bind the Contractor to furnish and deliver the Goods or Services in accordance with Exhibit A and at the prices set forth in Exhibit B. Subject to the sections in this Contract concerning Force Majeure, Termination and Open Market Purchases, the Contract shall bind the Client Agency to order the Goods or Services from the Contractor, and to pay for the accepted Goods or Services in accordance with Exhibit B.

7. Contract Amendments.

Except for extensions made in accordance with the section in this Contract concerning Term of Contract; Effective Date, no amendment to or modification or other alteration of the Contract shall be valid or binding upon the State unless made in writing, signed by both parties and, if applicable, approved by the Connecticut Attorney General.

8. Assignment. The Contractor shall not assign any of its rights or obligations under the Contract, voluntarily or otherwise, in any manner without the prior written consent of DAS. DAS may void any purported assignment in violation of this section and declare the Contractor in breach of Contract. Any cancellation by DAS for a breach is without prejudice to DAS's or the State's rights or possible Claims.

9. Termination.

(a) Notwithstanding any provisions in this Contract, DAS, through a duly authorized employee, may Terminate the Contract whenever DAS makes a written determination that such Termination is in the best interests of the State. 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 Contract prior to such date.

(b) Notwithstanding any provisions in this Contract, DAS, through a duly authorized employee, may, after making a written determination that the Contractor has breached the Contract, Terminate the Contract in accordance with the provisions in the Breach section of this

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(c) 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 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 Client Agency all Records. The Records are deemed to be the property of the Client Agency and the Contractor shall deliver them to the Client Agency no later than thirty (30) days after the Termination of the Contract or fifteen (15) days after the Contractor receives a written request from DAS 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 the 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 Client Agency shall, within forty-five (45) days of the effective date of Termination, reimburse the Contractor for its Performance rendered and accepted by the Client Agency in accordance with Exhibit A, 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 Client Agency is not obligated to tender to the Contractor any payments for anticipated or lost profits. Upon request by DAS, the Contractor shall assign to DAS, or any replacement Contractor which DAS designates, all subcontracts, purchase orders and other commitments, deliver to DAS all Records 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, DAS may Terminate the Contract in accordance with its terms and revoke any consents to assignments given as if the assignments had never been requested or consented to, without liability to the Contractor or Contractor Parties or any third party.

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

(h) Termination of the Contract pursuant to this section shall not be deemed to be a breach of Contract by DAS.

10. Cost Modifications. The parties may agree to a reduction in the cost of the Contract at any time during which the Contract is in effect. Without intending to impose a limitation on the nature of the reduction, the reduction may be to hourly, staffing or unit costs, the total cost of the Contract or the reduction may take such other form as the State deems to be necessary or appropriate.



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11. Breach. If either party breaches the Contract in any respect, the non-breaching party shall provide written notice of such breach to the breaching party and afford the breaching party an opportunity to cure the breach within ten (10) days from the date that the breaching party receives such notice. Any other time provided for in the notice shall trump such ten (10) days. Such right to cure period shall be extended if the non-breaching party is satisfied that the breaching party is making a good faith effort to cure but the nature of the breach is such that it cannot be cured within the right to cure period. The notice may include an effective Contract Termination date if the breach is not cured by the stated date and, unless otherwise modified by the non-breaching party in writing prior to the Termination 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 Contract Termination date, then the non-breaching party may Terminate the Contract by giving the breaching party no less than twenty four (24) hours' prior written notice. If DAS believes that the Contractor has not Performed according to the Contract, the Client Agency may withhold payment in whole or in part pending resolution of the Performance issue, provided that DAS notifies the Contractor in writing prior to the date that the payment would have been due.

12. Waiver.

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

13. Open Market Purchases. Except to the extent that the Contractor is Performing within a right to cure period, failure of the Contractor to Perform within the time specified in the Contract, or failure to replace rejected or substandard Goods or fulfill unperformed Services when so requested and as the Contract provides or allows, constitutes a breach of the Contract and as a remedy for such breach, DAS, if it deems it to be necessary or appropriate in its sole discretion, may Terminate the Contract and/or to purchase on the open market, Goods or Services to replace those which have been rejected, not delivered, or not Performed. The Client Agency shall invoice the Contractor for all such purchases to the extent that they exceed the costs and expenses in Exhibit B and the Contractor shall pay the Client Agency's invoice immediately after receiving the invoice. If DAS does not Terminate the Contract, the Client Agency will deduct such open market purchases from the Contract quantities. However, if the Client Agency deems it to be in the best interest of the State, the Client Agency may accept and use the Goods or Services delivered which are substandard in quality, subject to an adjustment in price to be determined by the Client Agency.

14. Purchase Orders.

- (a) The Contract itself is not an authorization for the Contractor to ship Goods or begin Performance in any way. The Contractor may begin Performance only after it has received a duly issued purchase order against the Contract for Performance.
- (b) The Client Agency shall issue a purchase order against the Contract directly to the Contractor and to no other party.
- (c) All purchase orders shall be in written or electronic form, bear the Contract number (if any) and comply with all other State and Client Agency requirements, particularly the Client Agency's requirements concerning procurement. Purchase orders issued in compliance with such

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requirements shall be deemed to be duly issued.

- (d) A Contractor making delivery without a duly issued purchase order in accordance with this section does so at the Contractor's own risk.
- (e) The Client Agency may, in its sole discretion, deliver to the Contractor any or all duly issued purchase orders via electronic means only, such that the Client Agency shall not have any additional obligation to deliver to the Contractor a "hard copy" of the purchase order or a copy bearing any hand-written signature or other "original" marking.

15. Indemnification.

- (a) The Contractor shall indemnify, defend and hold harmless the State and its officers, representatives, agents, servants, employees, successors and assigns from and against any and all (1) Claims arising, directly or indirectly, in connection with the Contract, including the acts of commission or omission (collectively, the "Acts") of the Contractor or Contractor Parties; and (2) liabilities, damages, losses, costs and expenses, including but not limited to, attorneys' and other professionals' fees, arising, directly or indirectly, in connection with Claims, Acts or the Contract. The Contractor shall use counsel reasonably acceptable to the State 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 uncopyrighted 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 other person or entity 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 Contract, and during the time that any provisions survive the term of the Contract, sufficient general liability insurance to satisfy its obligations under this Contract. The Contractor shall name the State as an additional insured on the policy and shall provide a copy of the policy to the Client Agency prior to the effective date of the Contract. The Contractor shall not begin Performance until the delivery of the policy to the Client Agency. The Client Agency shall be entitled to recover under the insurance policy even if a body of competent jurisdiction determines that the Client Agency or the State is contributorily negligent.
- (f) The rights provided in this section for the benefit of the State shall encompass the recovery of attorneys' and other professionals' fees expended in pursuing a Claim against a third party.
- (g) This section shall survive the Termination of the Contract and shall not be limited by reason of any insurance coverage.

16. Forum and Choice of Law. The parties deem the Contract to have been made in the City of Hartford, State of Connecticut. Both parties agree that it is fair and reasonable for the validity and construction of the Contract to be, and it shall be, governed by the laws and court decisions of the State of Connecticut, without giving effect to its principles of conflicts of laws. To the extent that any immunities provided by Federal law or the laws of the State of Connecticut do not bar an action against the State, and to the extent that these courts are courts of competent jurisdiction, for the purpose of venue, the complaint shall be made returnable to the Judicial District of Hartford only or shall be brought in the United States District Court for the District of Connecticut only, and shall not be transferred to any other court, provided, however, that nothing here constitutes a waiver or compromise of the sovereign immunity of the State of Connecticut. The Contractor waives any objection which it may now have or will have to the laying of venue of any Claims in any forum and further irrevocably submits to such jurisdiction in any suit, action or proceeding.
17. Contractor Guaranties. Contractor shall:
- (a) Perform fully under the Contract;
  - (b) Guarantee the Goods or Services against defective material or workmanship and to repair any damage or marring occasioned in transit or, at the Client Agency's option, replace them;
  - (c) Furnish adequate protection from damage for all work and to repair damage of any kind, for which its workers are responsible, to the premises, Goods, the Contractor's work or that of Contractor Parties;
  - (d) With respect to the provision of Services, pay for all permits, licenses and fees and give all required or appropriate notices;
  - (e) Adhere to all Contractual provisions ensuring the confidentiality of Records that the Contractor has access to and are exempt from disclosure under the State's Freedom of Information Act or other applicable law; and
  - (f) Neither disclaim, exclude nor modify the implied warranties of fitness for a particular purpose or of merchantability.
18. Implied Warranties. DAS does not disclaim, exclude or modify the implied warranty of fitness for a particular purpose or the warranty of merchantability.
19. Goods, Standards and Appurtenances. Any Goods delivered must be standard new Goods, latest model, except as otherwise specifically stated in the Contract. Remanufactured, refurbished or reconditioned equipment may be accepted but only to the extent allowed under the Contract. Where the Contract does not specifically list or describe any parts or nominal appurtenances of equipment for the Goods, it shall be understood that the Contractor shall deliver such equipment and appurtenances as are usually provided with the manufacturer's stock model.
20. Delivery.
- (a) Delivery shall be made as ordered and in accordance with the Contract. Unless otherwise specified in the Contract, delivery shall be to a loading dock or receiving platform. The Contractor or Contractor's shipping designee shall be responsible for removal of Goods from the carrier and placement on the Client Agency loading dock or receiving platform. The receiving personnel of the Client Agency are not required to assist in this process. The decision of DAS as to reasonable compliance with delivery terms shall be final and binding. The burden of proof of proper receipt of the order shall rest with the Contractor.

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

(c) Goods shall be securely and properly packed for shipment, according to accepted standard commercial practice, without extra charge for packing cases, baling or sacks. The containers shall remain the property of the Client Agency unless otherwise stated in the Invitation to Bid.

(d) All risk of loss and damage to the Goods transfers to the Client Agency upon Title vesting in the Client Agency.

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

21. Goods Inspection. The Client Agency shall determine the manner and prescribe the inspection of all Goods and the tests of all samples submitted to determine whether they comply with all of the specifications in the Contract. If any Goods fail in any way to meet the specifications in the Contract, the Client Agency may, in its sole discretion, either reject it and owe nothing or accept it and pay for it on an adjusted price basis, depending on the degree to which the Goods meet the specifications. Any decision pertaining to any such failure or rejection shall be final and binding.
22. Setoff. In addition to all other remedies that DAS may have, the State, in its sole discretion, may setoff (1) any costs or expenses that the State incurs resulting from the Contractor's unexcused nonperformance under the Contract and under any other agreement or arrangement that the Contractor has with the State and (2) any other amounts that are due or may become due from the State to the Contractor, against amounts otherwise due or that may become due to the Contractor under the Contract, or under any other agreement or arrangement that the Contractor has with the State. The State's right of setoff shall not be deemed to be the State's exclusive remedy for the Contractor's or Contractor Parties' breach of the Contract, all of which shall survive any setoffs by the State.
23. Force Majeure. The State and the Contractor shall not be excused from their obligation to Perform in accordance with the Contract except in the case of Force Majeure events and as otherwise provided for in the Contract. In the case of any such exception, the nonperforming party shall give immediate written notice to the other, explaining the cause and probable duration of any such nonperformance.
24. Advertising. The Contractor shall not refer to sales to the State for advertising or promotional purposes, including, but not limited to, posting any material or data on the Internet, without DAS's prior written approval.
25. Americans With Disabilities Act. The Contractor shall be and remain in compliance with the Americans with Disabilities Act of 1990 ("Act"), to the extent applicable, during the term of the Contract. DAS may Terminate the Contract if the Contractor fails to comply with the Act.
26. Representations and Warranties. The Contractor, and the Bidder, as appropriate, represent and warrant to DAS for itself, Contractor Parties and Bidder Parties, as appropriate, that:

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- (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 Contract. Further, as appropriate, they have taken all necessary action to authorize the execution, delivery and Performance of the Bid and the Contract and have the power and authority to execute, deliver and Perform their obligations under the Contract;
- (b) they will comply with all applicable State and Federal laws and municipal ordinances in satisfying their obligations to the State under and pursuant to the Contract, including, but not limited to (1) Connecticut General Statutes Title 1, Chapter 10, concerning the State's Codes of Ethics and (2) Title 4a concerning State purchasing, including, but not limited to 22a-194a concerning the use of polystyrene foam;
- (c) the execution, delivery and Performance of the Contract will not violate, be in conflict with, result in a breach of or constitute (with or without due notice and/or lapse of time) a default under any of the following, as applicable: (1) any provision of law; (2) any order of any court or 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 Contract, in any of their current or former jobs, been convicted of, or had a civil judgment rendered against them or against any person who would Perform under the Contract, for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a 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, 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 Contract had one or more contracts with any governmental entity Terminated;
- (h) they have not employed or retained any entity or person, other than a bona fide employee working solely for them, to solicit or secure the Contract and that they have not paid or agreed to pay any entity or person, other than a bona fide employee working solely for them, any fee, commission, percentage, brokerage fee, gifts, or any other consideration contingent upon or resulting from the award or making of the Contract or any assignments made in accordance with the terms of the Contract;
- (i) to the best of their knowledge, there are no Claims involving the Bidder, Bidder Parties, Contractor or Contractor Parties that might reasonably be expected to materially adversely affect their businesses, operations, assets, properties, financial stability, business prospects or ability to Perform fully under the Contract;
- (j) they shall disclose, to the best of their knowledge, to DAS 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 Contract, no later than ten (10) 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

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Claims to DAS, the ten (10) Days in the section of this Contract 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 Invitation to Bid process is not a conflict of interest or a breach of ethics under the provisions of Title 1, Chapter 10 of the Connecticut General Statutes concerning the State's Code of Ethics;
- (l) the Bid was not made in connection or concert with any other person, entity or Bidder, including any affiliate (as defined in the Tangible Personal Property section of this Contract) of the Bidder, submitting a Bid for the same Goods or Services, and is in all respects fair and without collusion or fraud;
- (m) they are able to Perform under the Contract using their own resources or the resources of a party who is not a Bidder;
- (n) the Contractor shall obtain in a written Contract all of the representations and warranties in this section from any Contractor Parties and to require that provision to be included in any contracts and purchase orders with Contractor Parties;
- (o) they have paid all applicable workers' compensation second injury fund assessments concerning all previous work done in Connecticut;
- (p) they have a record of compliance with Occupational Health and Safety Administration regulations without any unabated, willful or serious violations;
- (q) they owe no unemployment compensation contributions;
- (r) 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;
- (s) 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;
- (t) each Contractor Party has vested in the Contractor plenary authority to bind the Contractor Parties and Bidder 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 Contract and that all appropriate parties shall also provide to DAS, no later than fifteen (15) days after receiving a request from DAS, such information as DAS may require to evidence, in DAS's sole determination, compliance with this section;
- (u) except to the extent modified or abrogated in the Contract, all Title shall pass to the Client Agency upon complete installation, testing and acceptance of the Goods or Services and payment by the Client Agency;
- (v) if either party Terminates the Contract, for any reason, they shall relinquish to the Client Agency all Title to the Goods delivered, accepted and paid for (except to the extent any invoiced amount is disputed) by the Client Agency;
- (w) with regard to third party products provided with the Goods, they shall transfer all licenses which they are permitted to transfer in accordance with the applicable third party license;

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(x) they shall not copyright, register, distribute or claim any rights in or to the Goods after the effective date of the Contract without DAS's prior written consent;

(y) they either own or have the authority to use all Title of and to the Goods, and that such Title is not the subject of any encumbrances, liens or claims of ownership by any third party;

(z) the Goods do not infringe or misappropriate any patent, trade secret or other intellectual property right of a third party;

(aa) the Client Agency's use of any Goods shall not infringe or misappropriate any patent, trade secret or other intellectual property right of a third party;

(bb) if they procure any Goods, they shall sub-license such Goods and that the Client Agency shall be afforded the full benefits of any manufacturer or subcontractor licenses for the use of the Goods; and

(cc) they shall assign or otherwise transfer to the Client Agency, or afford the Client Agency the full benefits of any manufacturer's warranty for the Goods, to the extent that such warranties are assignable or otherwise transferable to the Client Agency.

(dd) it shall afford the State the lowest rates available for the Systems and any associated services and shall provide an annual written statement that it has complied with such representation and warranty.

(ee) the Contractor shall disclose to DAS all software license and software escrow agreements that it has with any manufacturers or Contractor Parties.

27. Representations and Warranties Concerning Motor Vehicles. If in the course of Performance or in any other way related to the Contract the Contractor at any time uses or operates "motor vehicles," as that term is defined by Conn. Gen. Stat. §14-1(53) (including, but not limited to such services as snow plowing, sanding, hauling or delivery of materials, freight or merchandise, or the transportation of passengers), the Contractor, and the Bidder, as appropriate, represent and warrant for itself, the Contractor Parties and Bidder Parties, as appropriate, that:

(a) It is the owner of record or lessee of record of each such motor vehicle used in the Performance of the Contract, and each such motor vehicle is duly registered with the Connecticut Department of Motor Vehicles ("ConnDMV") in accordance with the provisions of Chapter 246 of the Connecticut General Statutes. Each such registration shall be in valid status, and shall not be expired, suspended or revoked by ConnDMV, for any reason or cause. If such motor vehicle is not registered with ConnDMV, then it shall be duly registered with another State or Commonwealth in accordance with such other State's or Commonwealth's applicable statutes. Each such registration shall be in valid status, and shall not be expired, suspended or revoked by such other State or Commonwealth for any reason or cause.

(b) Each such motor vehicle shall be fully insured in accordance with the provisions of Sections 14-12b, 14-112 and 38a-371 of the Connecticut General Statutes, as amended, in the amounts required by the said sections or in such higher amounts as have been specified by ConnDMV as a condition for the award of the Contract, or in accordance with all substantially similar provisions imposed by the law of the jurisdiction where the motor vehicle is registered.

(c) Each Contractor Party who uses or operates a motor vehicle at any time in the Performance of the Contract shall have and maintain a motor vehicle operator's license or commercial

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driver's license of the appropriate class for the motor vehicle being used or operated. Each such license shall bear the endorsement or endorsements required by the provisions of Section 14-36a of the Connecticut General Statutes, as amended, to operate such motor vehicle, or required by substantially similar provisions imposed by the law of another jurisdiction in which the operator is licensed to operate such motor vehicle. The license shall be in valid status, and shall not be expired, suspended or revoked by ConnDMV or such other jurisdiction for any reason or cause.

(d) Each motor vehicle shall be in full compliance with all of the terms and conditions of all provisions of the Connecticut General Statutes and regulations, or those of the jurisdiction where the motor vehicle is registered, pertaining to the mechanical condition, equipment, marking and operation of motor vehicles of such type, class and weight, including, but not limited to, requirements for motor vehicles having a gross vehicle weight rating of 18,000 pounds or more or motor vehicles otherwise described by the provisions of Conn. Gen. Stat. § 14-163c(a) and all applicable provisions of the Federal Motor Carrier Safety Regulations, as set forth in Title 49, Parts 382 to 399, inclusive, of the Code of Federal Regulations.

28. 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 Contract, no later than ten (10) Days after becoming aware or after they should have become aware of any such Claims. Disclosure shall be in writing.
29. Entirety of Contract. The Contract is the entire agreement between the parties with respect to its subject matter, and supersedes all prior agreements, bids, offers, counteroffers and understandings of the parties, whether written or oral. The Contract has been entered into after full investigation, neither party relying upon any statement or representation by the other unless such statement or representation is specifically embodied in the Contract.
30. Exhibits. All exhibits referred to in and attached to this Contract are incorporated in this Contract by such reference and shall be deemed to be a part of it as if they had been fully set forth in it.
31. Executive Orders. This Contract is subject to the provisions of Executive Order No. Three of Governor Thomas J. Meskill, promulgated June 16, 1971, concerning labor employment practices, Executive Order No. Seventeen of Governor Thomas J. Meskill, promulgated February 15, 1973, concerning the listing of employment openings and Executive Order No. Sixteen of Governor John G. Rowland promulgated August 4, 1999, concerning violence in the workplace, all of which are incorporated into and are made a part of the Contract as if they had been fully set forth in it. The Contract may also be subject to the applicable parts of 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, 14 and 19 are applicable, they are deemed to be incorporated into and are made a part of the Contract as if they had been fully set forth in it. At the Contractor's request, the Department shall provide a copy of these orders to the Contractor.
32. Non-discrimination. References in this section to "contract" shall mean this Contract and references to "contractor" shall mean the Contractor.



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

- (1) "Commission" means the Commission on Human Rights and Opportunities;
- (2) "Contract" and "contract" include any extension or modification of the Contract or contract;
- (3) "Contractor" and "contractor" include any successors or assigns of the Contractor or contractor;
- (4) "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.
- (5) "good faith" means that degree of diligence which a reasonable person would exercise in the performance of legal duties and obligations;
- (6) "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;
- (7) "marital status" means being single, married as recognized by the State of Connecticut, widowed, separated or divorced;
- (8) "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;
- (9) "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
- (10) "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.

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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 Contract such Contractor will not discriminate or permit discrimination against any person or group of persons on the grounds of race, color, religious creed, age, marital status, national origin, ancestry, sex, 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.

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(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 Contract and as they may be adopted or amended from time to time during the term of this Contract and any amendments thereto.

(g) (1) The Contractor agrees and warrants that in the performance of the Contract such Contractor will not discriminate or permit discrimination against any person or group of persons on the grounds of sexual orientation, in any manner prohibited by the laws of the United States or 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.

33. 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 Contract, 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 Contract 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 Contract, 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.
34. Whistleblowing. This Contract 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

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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 Contract. Each violation shall be a separate and distinct offense and in the case of a continuing violation, each calendar day's continuance of the violation shall be deemed to be a separate and distinct offense. The 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.

35. Notice. All notices, demands, requests, consents, approvals or other communications required or permitted to be given or which are given with respect to this Contract (for the purpose of this section collectively called "Notices") shall be deemed to have been effected at such time as the notice is placed in the U.S. mail, first class and postage pre-paid, return receipt requested or placed with a recognized, overnight express delivery service that provides for a return receipt. All such Notices shall be in writing and shall be addressed as follows:

If to DAS:

State of Connecticut Department of Administrative Services  
165 Capitol Ave, 5<sup>th</sup> Floor South  
Hartford, CT 06106-1659  
Attention: Elizabeth Basso, 12PSX0251

If to Contractor:

The addresses provided for Contractor on the SP-38

36. Insurance. Before commencing Performance, the Contractor shall obtain and maintain at its own cost and expense for the duration of the Contract, the following insurance as described in (a) through (h) below. Contractor shall assume any and all deductibles in the described insurance policies. The Contractor's insurers shall have no right of recovery or subrogation against the State and the described Contractor's insurance shall be primary coverage. Any failure to comply with the claim reporting provisions of the policy shall not affect coverage provided to the State.

(a) Reserved

(b) Commercial General Liability: \$1,000,000 combined single limit per occurrence for bodily injury, personal injury and property damage. Coverage shall include, Premises and Operations, Independent Contractors, Products and Completed Operations, Contractual Liability and Broad Form Property Damage coverage. If a general aggregate is used, the general aggregate limit shall apply separately to the project or the general aggregate limit shall be twice the occurrence limit.

(c) Automobile Liability: \$1,000,000 combined single limit per accident for bodily injury. Coverage extends to owned, hired and non-owned automobiles. If the Vendor/Contractor does not own an automobile, but one is used in the execution of the contract, then only hired and non-owned coverage is required. If a vehicle is not used in the execution of the Contract then automobile coverage is not required.

(d) Workers' Compensation and Employers Liability: Statutory coverage in compliance with the Compensation laws of the State of Connecticut. Coverage shall include Employer's Liability with minimum limits of \$100,000 each accident, \$500,000 Disease – Policy limit, \$100,000 each employee.

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(e) Reserved

(f) **Umbrella Liability:** Excess/umbrella liability insurance may be included to meet minimum requirements. Umbrella coverage must indicate the existing underlying insurance coverage.

(g) **Claims Made:** Not acceptable with the exception of Professional Liability when specified.

(h) Reserved

37. **Headings.** The headings given to the sections in the Contract are inserted only for convenience and are in no way to be construed as part of the Contract or as a limitation of the scope of the particular section to which the heading refers.

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

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

40. **Contractor Changes.** The Contractor shall notify DAS in writing no later than ten (10) Days from the effective date of any change in:

- a. its certificate of incorporation or other organizational document;
- b. more than a controlling interest in the ownership of the Contractor; or
- c. the individual(s) in charge of the Performance.

This change shall not relieve the Contractor of any responsibility for the accuracy and completeness of the Performance. DAS, after receiving written notice by the Contractor of any such change, may require such agreements, releases and other instruments evidencing, to DAS's satisfaction, that any individuals retiring or otherwise separating from the Contractor have been compensated in full or that provision has been made for compensation in full, for all work Performed under terms of the Contract. The Contractor shall deliver such documents to DAS in accordance with the terms of DAS's written request. DAS may also require, and the Contractor shall deliver, a financial statement showing that solvency of the Contractor is maintained. The death of any Contractor Party, as applicable, shall not release the Contractor from the obligation to Perform under the Contract; the surviving Contractor Parties, as appropriate, must continue to Perform under the Contract until Performance is fully completed.

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

42. 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 Contract.
- (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.

43. Background Checks. The Client Agency may require that the Contractor and Contractor Parties undergo criminal background checks as provided for in the State of Connecticut Department of Emergency Services and Public Protection Administration and Operations Manual or such other State document as governs procedures for background checks. The Contractor and Contractor Parties shall cooperate fully as necessary or reasonably requested with the Client Agency and its agents in connection with such background checks. Client Agency specific requirements for background checks shall be communicated as part of the purchase order or SOW and shall be complied with prior to the start date of any IT Professional. Contractor shall be responsible for all fees associated with background checks.

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

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

46. Contractor Responsibility.

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- (a) The Contractor shall be responsible for the entire Performance under the Contract regardless of whether the Contractor itself Performs. The Contractor shall be the sole point of contact concerning the management of the Contract, including Performance and payment issues. The Contractor is solely and completely responsible for adherence by the Contractor Parties to all applicable provisions of the Contract.
- (b) The Contractor shall exercise all reasonable care to avoid damage to the State's property or to property being made ready for the State's use, and to all property adjacent to any work site. The Contractor shall promptly report any damage, regardless of cause, to the Client Agency.
47. Severability. If any term or provision of the Contract or its application to any person, entity or circumstance shall, to any extent, be held to be invalid or unenforceable, the remainder of the Contract or the application of such term or provision shall not be affected as to persons, entities or circumstances other than those as to whom or to which it is held to be invalid or unenforceable. Each remaining term and provision of the Contract shall be valid and enforced to the fullest extent possible by law.
48. Confidential Information. DAS will afford due regard to the Bidder's and Contractor's request for the protection of proprietary or confidential information which DAS receives. However, all materials associated with the Bid and the Contract are subject to the terms of the Connecticut Freedom of Information Act ("FOIA") and all corresponding rules, regulations and interpretations. In making such a request, the Bidder or Contractor may not merely state generally that the materials are proprietary or confidential in nature and not, therefore, subject to release to third parties. Those particular sentences, paragraphs, pages or sections that the vendor believes are exempt from disclosure under the FOIA must be specifically identified as such. Convincing explanation and rationale sufficient to justify each exemption consistent with the FOIA must accompany the request. The rationale and explanation must be stated in terms of the prospective harm to the competitive position of the Bidder or Contractor that would result if the identified material were to be released and the reasons why the materials are legally exempt from release pursuant to the FOIA. To the extent that any other provision or part of the Contract, especially including the Bid, the Records and the specifications, conflicts or is in any way inconsistent with this section, this section controls and shall apply and the conflicting provision or part shall not be given effect. If the Bidder or Contractor indicates that certain documentation is submitted in confidence, by specifically and clearly marking said documentation as CONFIDENTIAL, DAS will endeavor to keep said information confidential to the extent permitted by law. DAS, 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 DAS or the State have any liability for the disclosure of any documents or information in its possession which the State or DAS believes are required to be disclosed pursuant to the FOIA or other requirements of law.
49. Applicable Wording of Governmental Enactments. All references in this Contract 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 Contract that relates to such statute, public act, regulation, code or executive order, and notwithstanding a lack of a formal amendment to this Contract, this Contract 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 Contract at the time of its execution.

50. Cross-Default.

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

51. Disclosure of Records. This Contract 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.

52. 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 Contract as if the summary had been fully set forth in the Contract.

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

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

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55. Certification as Small Contractor or Minority Business Enterprise.

This paragraph was intentionally left blank.

56. Campaign Contribution Restriction. For all State contracts as defined in Conn. Gen. Stat. § 9-612(g)(1) having a value in a calendar year of \$50,000 or more or a combination or series of such agreements or contracts having a value of \$100,000 or more, the authorized signatory to this 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 Exhibit C.

57. Health Care Portability and Accountability Act.

- (a) If the Contactor or Contractor Parties is a Business Associate under the requirements of the Health Insurance Portability and Accountability Act of 1996 ("HIPAA"), the Contractor or Contractor Parties must comply with all terms and conditions of this Section of the Contract. If the Contractor or Contractor Parties is not a Business Associate under HIPAA, this Section of the Contract does not apply to the Contractor or Contractor Parties for this Contract.
- (b) The Contractor or Contractor Parties is required to safeguard the use, publication and disclosure of information on all applicants for, and all clients who receive, services under the Contract in accordance with all applicable federal and State law regarding confidentiality, which includes but is not limited to HIPAA, more specifically with the Privacy and Security Rules at 45 C.F.R. Part 160 and Part 164, subparts A, C, and E; and
- (c) The Client Agency is a "covered entity" as that term is defined in 45 C.F.R. § 160.103; and
- (d) The Contractor or Contractor Parties, on behalf of the Client Agency, 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 or Contractor Parties is a "business associate" of the Department, as that term is defined in 45 C.F.R. § 160.103; and
- (f) The Contractor or Contractor Parties and the Client Agency 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 (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. For the purposes of this Section of the Contract:
  - (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 or Contractor or Contractor Parties.
  - (3) "Covered Entity" shall mean the Client Agency.
  - (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 part 164, subparts A and E.
- (8) "Protected Health Information" or "PHI" shall have the same meaning as the term "protected health information" in 45 C.F.R. § 160.103, limited to information created or received by the Business Associate from or on behalf of the Covered Entity.
- (9) "Required by Law" shall have the same meaning as the term "required by law" in 45 C.F.R. § 164.103.
- (10) "Secretary" shall mean the Secretary of the Department of Health and Human Services or his designee.
- (11) "More stringent" shall have the same meaning as the term "more stringent" in 45 C.F.R. § 160.202.
- (12) "This Section of the Contract" refers to the HIPAA Provisions stated herein, in their entirety.
- (13) "Security Incident" shall have the same meaning as the term "security incident" in 45 C.F.R. § 164.304.
- (14) "Security Rule" shall mean the Security Standards for the Protection of Electronic Protected Health Information at 45 C.F.R. part 160 and part 164, subpart A and C.
- (15) "Unsecured protected health information" shall have the same meaning as the term as defined in § 13402(h)(1)(A) of HITECH. Act. (42 U.S.C. §17932(h)(1)(A)).

(h) Obligations and Activities of Business Associates.

- (1) Business Associate agrees not to use or disclose PHI other than as permitted or required by this Section of the Contract or as Required by Law.
- (2) Business Associate agrees to use appropriate safeguards to prevent use or disclosure of PHI other than as provided for in this Section of the Contract.
- (3) Business Associate agrees to use administrative, physical and technical safeguards that reasonably and appropriately protect the confidentiality, integrity, and availability of electronic protected health information that it creates, receives, maintains, or transmits on behalf of the Covered Entity.
- (4) Business Associate agrees to mitigate, to the extent practicable, any harmful effect that is known to the Business Associate of a use or disclosure of PHI by Business Associate in violation of this Section of the Contract.

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- (5) Business Associate agrees to report to Covered Entity any use or disclosure of PHI not provided for by this Section of the Contract or any security incident of which it becomes aware.
- (6) Business Associate agrees to insure that any agent, including a subcontractor, to whom it provides PHI received from, or created or received by Business Associate, on behalf of the Covered Entity, agrees to the same restrictions and conditions that apply through this Section of the Contract to Business Associate with respect to such information.
- (7) Business Associate agrees to provide access, at the request of the Covered Entity, and in the time and manner agreed to by the parties, to PHI in a Designated Record Set, to Covered Entity or, as directed by Covered Entity, to an Individual in order to meet the requirements under 45 C.F.R. § 164.524.
- (8) Business Associate agrees to make any amendments to PHI in a Designated Record Set that the Covered Entity directs or agrees to pursuant to 45 C.F.R. § 164.526 at the request of the Covered Entity, and in the time and manner agreed to by the parties.
- (9) Business Associate agrees to make internal practices, books, and records, including policies and procedures and PHI, relating to the use and disclosure of PHI received from, or created or received by, Business Associate on behalf of Covered Entity, available to Covered Entity or to the Secretary in a time and manner agreed to by the parties or designated by the Secretary, for purposes of the Secretary determining Covered Entity's compliance with the Privacy Rule.
- (10) Business Associate agrees to document such disclosures of PHI and information related to such disclosures as would be required for Covered Entity to respond to a request by an Individual for an accounting of disclosures of PHI in accordance with 45 C.F.R. § 164.528 and section 13405 of the HITECH Act (42 U.S.C. § 17935) and any regulations promulgated thereunder.
- (11) Business Associate agrees to provide to Covered Entity, in a time and manner agreed to by the parties, information collected in accordance with clause h. (10) of this Section of the Contract, to permit Covered Entity to respond to a request by an Individual for an accounting of disclosures of PHI in accordance with 45 C.F.R. § 164.528 and section 13405 of the HITECH Act (42 U.S.C. § 17935) and any regulations promulgated thereunder. Business Associate agrees that at the Covered Entity's direction to provide an accounting of disclosures of PHI directly to an individual in accordance with 45 C.F.R. § 164.528 and section 13405 of the HITECH Act (42 U.S.C. § 17935) and any regulations promulgated thereunder.
- (12) Business Associate agrees to comply with any state or federal law that is more stringent than the Privacy Rule.
- (13) Business Associate agrees to comply with the requirements of the HITECH Act relating to privacy and security that are applicable to the Covered Entity and with the requirements of 45 C.F.R. sections 164.504(e), 164.308, 164.310, 164.312, and 164.316.
- (14) In the event that an individual requests that the Business Associate (a) restrict disclosures of PHI; (b) provide an accounting of disclosures of the individual's PHI; or (c) provide a copy of the individual's PHI in an electronic health record, the Business Associate agrees to notify the covered entity, in writing, within two business days of the request.

- (15) Business Associate agrees that it shall not directly or indirectly receive any remuneration in exchange for PHI of an individual without (1) the written approval of the covered entity, unless receipt of remuneration in exchange for PHI is expressly authorized by this Contract and (2) the valid authorization of the individual, except for the purposes provided under section 13405(d)(2) of the HITECH Act,(42 U.S.C. § 17935(d)(2)) and in any accompanying regulations
- (16) Obligations in the Event of a Breach
- (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 contract.
- (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 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 and a postal address. Business Associate agrees to include in the notification of a breach by the Business Associate to the Covered Entity, a written description of the procedures that have been established to meet these requirements. Costs of such contact procedures will be borne by the Contractor or Contractor Parties.
- (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.

(i) Permitted Uses and Disclosure by Business Associate.

- (1) General Use and Disclosure Provisions Except as otherwise limited in this Section of the Contract, Business Associate may use or disclose PHI to perform functions, activities, or services for, or on behalf of, Covered Entity as specified in this Contract, provided that such use or disclosure would not violate the Privacy Rule if done by Covered Entity or the minimum necessary policies and procedures of the Covered Entity.
- (2) Specific Use and Disclosure Provisions.
  - (A) Except as otherwise limited in this Section of the Contract, Business Associate may use PHI for the proper management and administration of Business Associate or to carry out the legal responsibilities of Business Associate.
  - (B) Except as otherwise limited in this Section of the Contract, Business Associate may disclose PHI for the proper management and administration of Business Associate, provided that disclosures are Required by Law, or Business Associate obtains reasonable assurances from the person to whom the information is disclosed that it will remain confidential and used or further disclosed only as Required by Law or for the purpose for which it was disclosed to the person, and the person notifies Business Associate of any instances of which it is aware in which the confidentiality of the information has been breached.
  - (C) Except as otherwise limited in this Section of the Contract, Business Associate may use PHI to provide Data Aggregation services to Covered Entity as permitted by 45 C.F.R. § 164.504(e)(2)(i)(B).

(j) Obligations of Covered Entity.

- (1) Covered Entity shall notify Business Associate of any limitations in its notice of privacy practices of Covered Entity, in accordance with 45 C.F.R. § 164.520, or to the extent that such limitation may affect Business Associate's use or disclosure of PHI.
- (2) Covered Entity shall notify Business Associate of any changes in, or revocation of, permission by Individual to use or disclose PHI, to the extent that such changes may affect Business Associate's use or disclosure of PHI.
- (3) Covered Entity shall notify Business Associate of any restriction to the use or disclosure of PHI that Covered Entity has agreed to in accordance with 45 C.F.R. § 164.522, to the extent that such restriction may affect Business Associate's use or disclosure of PHI.

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

(l) Term and Termination.

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

- (A) Provide an opportunity for Business Associate to cure the breach or end the violation and terminate the Contract if Business Associate does not cure the breach or end the violation within the time specified by the Covered Entity; or
  - (B) Immediately terminate the Contract if Business Associate has breached a material term of this Section of the Contract and cure is not possible; or
  - (C) If neither termination nor cure is feasible, Covered Entity shall report the violation to the Secretary.
- (3) Effect of Termination.
- (A) Except as provided in (1)(2) above, upon termination of this Contract, for any reason, Business Associate shall return or destroy all PHI received from Covered Entity, or created or received by Business Associate on behalf of Covered Entity. Business Associate shall also provide the information collected in accordance with clause h. (10) of this Section of the Contract to the Covered Entity within ten business days of the notice of termination. This provision shall apply to PHI that is in the possession of subcontractors or agents of Business Associate. Business Associate shall retain no copies of the PHI.
  - (B) In the event that Business Associate determines that returning or destroying the PHI is infeasible, Business Associate shall provide to Covered Entity notification of the conditions that make return or destruction infeasible. Upon documentation by Business Associate that return or destruction of PHI is infeasible, Business Associate shall extend the protections of this Section of the Contract to such PHI and limit further uses and disclosures of PHI to those purposes that make return or destruction infeasible, for as long as Business Associate maintains such PHI. Infeasibility of the return or destruction of PHI includes, but is not limited to, requirements under state or federal law that the Business Associate maintains or preserves the PHI or copies thereof.

(m) Miscellaneous Provisions.

- (1) Regulatory References. A reference in this Section of the Contract to a section in the Privacy Rule means the section as in effect or as amended.
- (2) Amendment. The Parties agree to take such action as is necessary to amend this Section of the Contract from time to time as is necessary for Covered Entity to comply with requirements of the Privacy Rule and the Health Insurance Portability and Accountability Act of 1996, Pub. L. No. 104-191.
- (3) Survival. The respective rights and obligations of Business Associate shall survive the termination of this Contract.
- (4) Effect on Contract. Except as specifically required to implement the purposes of this Section of the Contract, all other terms of the Contract shall remain in force and effect.
- (5) Construction. This Section of the Contract shall be construed as broadly as necessary to implement and comply with the Privacy Standard. Any ambiguity in this Section of the Contract shall be resolved in favor of a meaning that complies, and is consistent with, the Privacy Standard.
- (6) Disclaimer. Covered Entity makes no warranty or representation that compliance with this Section of the Contract will be adequate or satisfactory for Business Associate's own purposes. Covered Entity shall not be liable to Business Associate for any claim, civil or criminal penalty, loss or damage related to or arising from the unauthorized use or disclosure of PHI by Business Associate or any of its officers, directors, employees, Contractors or agents, or any third party to whom Business Associate has disclosed PHI contrary to the provisions of this Contract or applicable law. Business Associate is solely responsible for all decisions made, and actions taken, by Business Associate regarding the safeguarding, use and disclosure of PHI within its possession, custody or control.
- (7) Indemnification. The Business Associate shall indemnify and hold the Covered Entity harmless from and against any and all claims, liabilities, judgments, fines, assessments,

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

58. 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 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 Contract concerning the obligations of the Contractor as a Business Associate of the Department.

59. Financial Audit for State Grants.

This paragraph was intentionally left blank.

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

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

62. Continuity of Systems.

- (a) The Contractor acknowledges that the State Client Agency information system and telecommunication system facilities and equipment (the "Systems") and associated services are important to the function of State government and that they must continue without interruption. If the work under the Contract, any subcontract, or amendment to either, is transferred back to the State or to another Contractor at any time for any reason, then the Contractor shall cooperate fully with the Client Agency, and do and Perform all acts and things that the Client Agency deems to be necessary or appropriate, to ensure continuity of the Systems and Services so that there is no disruption or interruption in Performance as required or permitted in the Contract. The Contractor shall not enter into any subcontract for any part of the performance under the Contract without prior written approval of such subcontract by DAS, as required by Conn. Gen. Stat. §4d-32. The Contractor shall include in such subcontract a provision containing all of the substantive terms and conditions of this section, such that the subcontractor will be obligated to DAS in the same way as the Contractor is obligated to DAS under this section. 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.
- (b) The parties shall follow the following procedures in order to ensure the orderly transfer to the State of:

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

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

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

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

63. Audit Clause. Audit Requirements. For purposes of this paragraph, the word "Contractor" shall be deemed to mean "non-State 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.
64. Disclosure of Records. This Contract 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.
65. State Comptroller 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.
66. CIO 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 Information Technology 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.
67. 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.

Contract # **12PSX0251**

Contract Document

SP-501T New 10/9/2012

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68. 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, 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.
69. 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.
70. 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.
71. 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.
72. 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.
73. Goods and System Testing & Acceptance
- a) Any Goods or Systems furnished by Contractor under the terms of this Contract shall be subject to a testing and acceptance period at the Client Agency at the location specified by the Client Agency. For Goods or Systems installed by Contractor, said period shall commence on the Client Agency next work day following receipt of written notification from the Contractor to the Client Agency that the Goods or Systems are installed and ready to undergo evaluation and acceptance testing.
  - b) Should any Good or System fails to be tested or accepted due to Force Majeure, the testing and acceptance period then shall be immediately reinitiated or rescheduled at a later date upon

mutual agreement between Contractor and Client Agency.

c) Any Good or System delivered by the IT Professional shall be subject to an Acceptance Test ("AT") in which the Client Agency tests the functionality of the Good or System delivered by the IT Professional with real world scenarios to determine if the Good or System performs in accordance with the written specifications and requirements of the Client Agency. The document arising from Acceptance Testing is the "Acceptance Testing Signoff". Successful completion of the testing and acceptance period shall be determined in accordance with the following procedures:

(i) The Client Agency shall approve each Good or System that conforms in all material respects with the Specifications as set forth in the Statement of Work. Within ten (10) business days (or other period agreed by the parties in writing) from its receipt of a Good or System, the Client Agency shall provide Contractor with (a) written approval of such Good or System or (b) a written statement which identifies in reasonable detail, with references to the applicable Specifications, the deficiencies preventing approval (the "Deficiencies").

(ii) Contractor shall have five (5) business days (or such other period agreed upon by the parties in writing) from the date it receives the notice of Deficiencies to complete corrective actions in order for such Goods or Systems to conform in all material respects to the applicable Specifications. The Client Agency will complete its review of the corrected Good or System and notify Contractor in writing of acceptance or rejection in accordance with the foregoing provisions of this Section within five business (5) days from the date it receives the corrected Deliverable (or such other period agreed upon by the parties in writing).

(iii) To the extent that any Good or System has been accepted by the Client Agency, in accordance with the provisions of this Section, at any stage of Contractor's performance, such acceptance may influence future services provided by the Contractor under this Contract. The Client Agency shall complete any reasonably required Contractor acceptance certificate after testing and acceptance of the Good or System. Such certificate shall not contain any terms and conditions.

## **EXHIBIT A**

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### **DESCRIPTION OF GOODS AND SERVICES AND ADDITIONAL TERMS**

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

- a. IT Professionals shall not constitute State employees, as defined by Connecticut General Statutes § 5-196, and shall not be eligible for any compensation, pension, health care or other similar benefits to which a State employee may be eligible to receive, regardless of the duration of the IT Professional's working relationship with the State or any similarity, intentional or otherwise, to an existing State classified job description.
- b. Although not State employees, IT Professionals shall adhere to the State's Code of Ethics as outlined by Connecticut General Statutes § 1-97 through § 1-101, while employed by Contractor and assigned to the Client Agency to provide Services under this Contract.
- c. IT Professionals shall not be assigned to, or function in, any role that requires them to directly supervise or manage State employees, nor shall IT Professionals exercise any authority that is considered consistent with the roles and responsibilities of a State official. IT Professionals shall not approve requests for time off, be a signatory on behalf of the State, provide direct day to day supervision and direction to State employees, approve procurements or other similar activities.
- d. IT Professionals shall identify themselves as a Contractor, especially when meeting with State staff for the first time. Similarly, IT Professionals shall include such information as part of their email signature. Client Agencies shall communicate to any relevant parties that an IT Professional is serving in a consulting capacity and is not a State employee.
- e. No act or omission of the Client Agency in the enforcement of this section shall waive any of the provisions in this section.

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

- a) During the term of the Contract, the Contractor shall provide the Client Agency with qualified and competent IT Professionals with specific technical expertise, or familiarity with a State system or project.
- b) If an IT Professional currently performing work for a Client Agency leaves the Contractor's employment, the Contractor shall notify the Client Agency as soon as it becomes aware of said IT Professional's impending departure. Contractor shall provide the Client Agency a minimum of fourteen (14) calendar days advance written notice of the planned departure of any IT Professional. The Contractor shall notify the Client Agency within twenty-four (24) hours in the event of an unanticipated departure of an IT Professional.
- c) At the discretion of the Client Agency, the Contractor shall replace any IT Professional with an equally or more experienced IT Professional at no additional cost. The Contractor shall also arrange for orderly and timely transfer of knowledge related to the IT Professional's assignment(s).
- d) Resumes submitted in response to a Client Agencies' Statements of Work (SOW) shall include full disclosure of any performance issues while on prior Client Agency IT Professional Services assignment.
- e) If an IT Professional's resume is submitted to a Client Agency by more than one Contractor, that IT Professional shall be deemed ineligible for that position.

## **EXHIBIT A**

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### **DESCRIPTION OF GOODS AND SERVICES AND ADDITIONAL TERMS**

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f) Contractors shall ensure that all IT Professionals are available to Perform as of the resume submission date.

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

a) The Contractor shall not be paid for travel time between the IT Professional's place of residence and Client Agency location.

b) The Contractor shall not be paid any out-of-pocket expenses incurred by an IT Professional for travel to the Client Agency location. Contractor shall be entitled to reimbursement of travel expenses incurred only if the expenses were authorized beforehand, in writing, by the Client Agency. . Payments shall not exceed the State's present State Managerial Rate. Prevailing rates information may be found at <http://das.ct.gov/cr1.aspx?page=19>.

#### **4. ESCALATION INFORMATION**

The Contractor shall provide 24 hour, 7-day per week contact information and problem solving escalation process procedures to be used by Client Agency. Contact information shall include business and home phone numbers, pager numbers, and e-mail addresses to reach supervisors, managers, directors, and company officers. Escalation information shall be maintained and updated by the Contractor on their "State of Connecticut IT Professional Services Contract" website.

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

a) As a condition of their employment, Contractor shall require any IT Professional assigned to a Client Agency adhere to applicable State policies and standards, as set forth in the following links, as they may be updated:

<http://www.ct.gov/best/cwp/view.asp?a=1245&q=253994&doitNav=|&bestNav=|>  
<http://www.ct.gov/doitservices/cwp/view.asp?a=3941&Q=466098&doitservicesNav=|>.

c) Client Agencies shall take the reasonable steps to ensure that IT Professional(s) assigned to their Client Agency have reviewed the relevant State and Client Agency policy(ies).

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

#### **6. REPLACEMENT OR DISMISSAL OF IT PROFESSIONAL**

If the ongoing performance of any IT Professional does not conform to the provisions of an issued purchase order, the Client Agency may give Contractor written notice of nonconformance. Contractor shall have a ten (10) calendar day period to correct any such deficiency. If, after the ten (10) calendar days, the IT Professional's Performance continues to be in nonconformance with the provisions of an issued and accepted purchase order, the Client Agency, upon thirty (30) days written notice, may require Contractor replace or dismiss the IT Professional at Contractor's expense or replace or dismiss the IT Professional without Client Agency further obligation or financial liability.

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### DESCRIPTION OF GOODS AND SERVICES AND ADDITIONAL TERMS

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Upon receipt of notice of replacement or dismissal of the IT Professional, the Contractor shall immediately re-direct the IT Professional's duties relative to the Client Agency in accordance with the requirements of the notice and, if requested, deliver to the Client Agency all data, drawings, specifications, reports, estimates, summaries, and such other information and materials as may have been accumulated by the IT Professional in providing services under this Contract, whether completed or in progress. In the event of such, the Contractor shall be entitled to reasonable compensation as determined by the Commissioner of the Department of Administrative Services, however, no compensation for lost profits shall be allowed.

#### **7. SELECTION PROCESS**

- a) When requesting IT Professionals, Client Agencies shall provide Contractors with a written Statement of Work (SOW) that sets forth the deliverables, the desired outcome and the timeframe by which the IT Professional shall complete SOW requirements. Client Agencies shall use a standard SOW template approved by DAS for this purpose.
- b) Upon written request from the Client Agency, the Contractor shall provide a minimum of three (3), but no more than six (6) resumes from qualified IT Professionals within three (3) business days of the request date. When submitting resumes, the Contractor shall also provide a completed Form I-9, Employment Eligibility Verification with acceptable documents establishing identity and employment authorization. IT Professionals shall be available to begin work within one (1) week from date of the Client Agency's purchase order unless otherwise agreed to by the Client Agency.
- c) Resumes shall be sent electronically, in Portable Document Format (PDF) standard, to the Client Agency's contact person identified in the resume request.
- d) The Client Agency shall have the opportunity to interview and accept or reject any IT Professional recommended by the Contractor to provide services to Client Agency. Contact information for the IT Professional's previous or current work with the State, if any, shall be provided to the Client Agency at time of interview. Contractors shall fully disclose any known performance issues involving any IT Professional submitted to a Client.
- e) Client Agencies shall have the discretion, but not the obligation, to conduct interviews by phone. The State shall not be responsible for any travel-related costs that are incurred because of a Client Agency's request for an in-person interview of any IT Professional submitted to a Client Agency.
- f) Contractors shall be responsible for ensuring that the individual participating in a phone interview is the individual represented in the resume submitted to the Client Agency.
- g) Client Agency shall conduct interviews with the selected IT Professional on the basis of the resumes with emphasis on selecting a qualified IT Professional at the lowest rate.
- h) The Contractor shall prepare and submit to the Client Agency a not-to-exceed estimate and may propose revisions or modifications to the SOW for the Client Agency's consideration.



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### **DESCRIPTION OF GOODS AND SERVICES AND ADDITIONAL TERMS**

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i) A SOW shall only be effective if attached to a properly issued purchase order. The SOW may be revised only in a written document issued by the Client Agency and the purchase order shall be amended accordingly.

#### **10. DATES OF SERVICE**

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

#### **11. FINANCIAL CONSIDERATIONS**

a) The Client Agency shall allow billing for one-half hour increments.

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

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

d) The Contractor shall require the IT Professional to work the hours and schedule approved by the Client Agency. All hours worked shall be subject to verification of the Client Agency.

e) All work shall be performed on site where specified by the Client Agency.

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

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

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

#### **12. CONTRACTOR DOCUMENT REQUIREMENTS**

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

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**DESCRIPTION OF GOODS AND SERVICES AND ADDITIONAL TERMS**

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**13. REPORTING**

On or before the 5<sup>th</sup> business day of every calendar month for the term of this Contract the Contractor shall fully complete and deliver to DAS Procurement certain reports on forms which DAS shall have previously provided to the Contractor, all at no additional charge. The content of these report forms generally will include information about assignments, hours and cost, although DAS may, in its sole discretion, require other information in the forms as DAS deems it to be appropriate. At the request of Client Agencies the Contractor shall also provide copies of these reports to the Client Agencies, at no additional charge.

**14. IT PROFESSIONAL COMMITMENT**

a) Unless the Client Agency dismisses the IT Professional noted in an applicable purchase order, that IT Professional shall continue to Perform under such purchase order until the purchase order specified assignment end date.

b) If the Contractor dismisses any IT Professional prior to the end date specified in the purchase order, the Client Agency shall receive a credit based upon the following table:

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

**15. PERFORMANCE FAILURE**

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

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

**16. WEB SITE**

The Contractor shall develop and maintain a customized website exclusively for the use of the State and Client Agencies (the "State of Connecticut IT Professional Services Website"). All

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### DESCRIPTION OF GOODS AND SERVICES AND ADDITIONAL TERMS

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information on the website shall be approved in writing by the State prior to posting. The website shall be available with the below required functionality within thirty (30) days of Contract award notification. Failure to meet this timeframe may result in DAS Terminating the Contract as to that failing Contractor. Contractor's State of Connecticut IT Professional Services Website shall include:

1. Categories and pricing of current available under the Contract
2. The home page shall provide links to:
  - a. SOWtemplate
  - b. Contractor's escalation policy, procedure and contact information
  - c. Emergency 24 hour contact information
  - d. Copy of the Contract and approved changes, if applicable.
  - e. Vendor Performance Report (More information on this is available through the DAS BizNet System.)
3. The State of Connecticut IT Professional Services Website shall provide the following functionality:
  - a. Statement of Work template shall be fillable and allow the Client Agency to electronically submit to Contractor.
  - b. Links to position titles, description, pricing, "Statement of Work Template" and/or "Interview Selection Sheet."
  - c. By choosing either the Statement of Work or Interview Selection Sheet, the form shall populate with position information and Contractor pricing. Agency shall fill in remaining fields and submit electronically to Contractor.
  - d. SOW submission shall allow for Client Agency requestor sign-off and a Client Agency reviewer/approver sign-off.
  - e. Generate email notifications of pending submissions by requestor and/or review/approval; confirmation of Contractor's receipt of Client Agency request; and notification to Client Agency when Contractor submits documents in response to a request.
  - f. Enable Contractor to send the Client Agency up to six (6 IT Professional resumes, information and pricing, in response to the Client Agency's request.
4. Client Agency reporting at agency level and Administrator reporting by Contract/Statewide
18. The State may require Contractor, and Contractor shall, track IT Professional time via the State's CORE-CT system.

### Project Management Support (1.0)

CONTRACTORS lowest to highest:

CONTRACTOR LO - HI		COOLSOFT		PALI		HALLMARK		ON-LINE		TRICOM		Itech		SKYLIGHTSYS	
RATES: HOURLY/DAILY	<b>Project Manager 1 (1.1)</b>	\$ 40.040	\$ 320.320	\$ 57.500	\$ 460.000	\$ 64.050	\$ 512.400	\$ 65.696	\$ 525.571	\$ 67.000	\$ 536.000	\$ 67.190	\$ 537.523	\$ 67.830	\$ 542.64
RATES: HOURLY/DAILY	<b>Project Manager 2 (1.2)</b>	\$ 67.950	\$ 543.600	\$ 71.260	\$ 570.080	\$ 72.450	\$ 579.600	\$ 73.490	\$ 587.916	\$ 73.700	\$ 589.600	\$ 74.148	\$ 593.180	\$ 74.480	\$ 595.84

### Project Management Activities (1.0)

CONTRACTORS lowest to highest:

		PALI		COOLSOFT		HALLMARK		ITECH		SKYLIGHTSYS		ON-LINE		TRICOM	
RATES: HOURLY/DAILY	<b>Project Manager 3 (1.3)</b>	\$ 78.200	\$ 625.600	\$ 79.500	\$ 636.000	\$ 84.504	\$ 676.032	\$ 86.602	\$ 692.813	\$ 87.780	\$ 702.240	\$ 91.616	\$ 732.928	\$ 93.800	\$ 750.400
RATES: HOURLY/DAILY	<b>Project Controller (1.4)</b>	\$ 35.000	\$ 280.000	\$ 39.200	\$ 313.600	\$ 39.900	\$ 319.200	\$ 42.550	\$ 340.400	\$ 48.240	\$ 385.920	\$ 50.633	\$ 405.065	\$ 67.900	\$ 543.200
RATES: HOURLY/DAILY	<b>IV&amp;V (1.5)</b>	\$ 59.850	\$ 478.800	\$ 63.250	\$ 506.000	\$ 68.600	\$ 548.800	\$ 69.990	\$ 559.920	\$ 79.500	\$ 636.000	\$ 84.420	\$ 675.360	\$ 86.348	\$ 690.782

### Software Development and Engineering Support (2.0)

CONTRACTORS lowest to highest:

		COOLSOFT		HALLMARK		TRICOM		ITECH		ON-LINE		SKYLIGHTSYS		PALI	
RATES: HOURLY/DAILY	<b>Software Engineer 1 (2.1)</b>	\$ 29.960	\$ 239.680	\$ 44.758	\$ 358.064	\$ 45.560	\$ 364.480	\$ 46.001	\$ 368.006	\$ 46.497	\$ 371.974	\$ 46.550	\$ 372.400	\$ 51.750	\$ 414.000

### Software Development and Engineering Support (cont'd.)

CONTRACTORS lowest to highest:

		COOLSOFT		PALI		ITECH		HALLMARK		SKYLIGHTSYS		ON-LINE		TRICOM	
RATES: HOURLY/DAILY	<b>Software Engineer 2 (2.2)</b>	\$ 53.960	\$ 431.680	\$ 63.250	\$ 506.000	\$ 64.391	\$ 515.126	\$ 64.512	\$ 516.096	\$ 66.500	\$ 532.000	\$ 71.948	\$ 575.580	\$ 73.700	\$ 589.600
		COOLSOFT		HALLMARK		ITECH		SKYLIGHTSYS		PALI		TRICOM		ON-LINE	
RATES: HOURLY/DAILY	<b>Software Engineer 3 (2.3)</b>	\$ 64.680	\$ 517.440	\$ 71.512	\$ 572.096	\$ 72.090	\$ 576.718	\$ 74.480	\$ 595.840	\$ 74.750	\$ 598.000	\$ 87.100	\$ 696.800	\$ 87.776	\$ 702.210
		COOLSOFT		PALI		HALLMARK		ITECH		SKYLIGHTSYS		TRICOM		ON-LINE	
RATES: HOURLY/DAILY	<b>Solution Architect (2.4)</b>	\$ 72.960	\$ 583.680	\$ 80.500	\$ 644.000	\$ 81.200	\$ 649.600	\$ 83.988	\$ 671.904	\$ 89.110	\$ 712.880	\$ 93.800	\$ 750.400	\$ 94.420	\$ 755.357
		COOLSOFT		HALLMARK		ITECH		SKYLIGHTSYS		ON-LINE		TRICOM		PALI	
RATES: HOURLY/DAILY	<b>Enterprise Architect (2.5)</b>	\$ 80.030	\$ 640.240	\$ 81.200	\$ 649.600	\$ 90.987	\$ 727.896	\$ 95.760	\$ 766.080	\$ 95.877	\$ 767.013	\$ 96.480	\$ 771.840	\$ 97.750	\$ 782.000
		COOLSOFT		HALLMARK		PALI		SKYLIGHTSYS		TRICOM		ITECH		ON-LINE	
RATES: HOURLY/DAILY	<b>Quality Assurance Manager (2.6)</b>	\$ 55.130	\$ 441.040	\$ 65.450	\$ 523.600	\$ 69.000	\$ 552.000	\$ 73.150	\$ 585.200	\$ 73.700	\$ 589.600	\$ 75.589	\$ 604.714	\$ 77.854	\$ 622.829
		COOLSOFT		PALI		HALLMARK		ITECH		ON-LINE		SKYLIGHTSYS		TRICOM	
RATES: HOURLY/DAILY	<b>Business Analyst 1 (2.7)</b>	\$ 44.950	\$ 359.600	\$ 49.450	\$ 395.600	\$ 52.150	\$ 417.200	\$ 54.000	\$ 432.003	\$ 55.248	\$ 441.986	\$ 55.860	\$ 446.880	\$ 57.620	\$ 460.960
		HALLMARK		PALI		COOLSOFT		ITECH		ON-LINE		SKYLIGHTSYS		TRICOM	
RATES: HOURLY/DAILY	<b>Business Analyst 2 (2.8)</b>	\$ 59.150	\$ 473.200	\$ 59.800	\$ 478.400	\$ 60.060	\$ 480.480	\$ 62.002	\$ 496.013	\$ 65.508	\$ 524.064	\$ 66.500	\$ 532.000	\$ 67.000	\$ 536.000

### Software Development and Engineering Support (cont'd.)

CONTRACTORS lowest to highest:

		ITECH		SKYLIGHTSYS		COOLSOFT		PALI		ON-LINE		TRICOM		HALLMARK	
RATES: HOURLY/DAILY	<b>Technical Writer (2.9)</b>	\$ 39.491	\$ 315.929	\$ 42.560	\$ 340.480	\$ 44.950	\$ 359.600	\$ 46.000	\$ 368.000	\$ 47.614	\$ 380.912	\$ 49.580	\$ 396.640	\$ 55.300	\$ 442.400
		TRICOM		ON-LINE		COOLSOFT		PALI		SKYLIGHTSYS		ITECH		HALLMARK	
RATES: HOURLY/DAILY	<b>Web Content Designer (2.10)</b>	\$ 40.200	\$ 321.600	\$ 42.587	\$ 340.693	\$ 44.950	\$ 359.600	\$ 46.000	\$ 368.000	\$ 46.550	\$ 372.400	\$ 47.600	\$ 380.800	\$ 59.150	\$ 473.200
		ON-LINE		TRICOM		PALI		SKYLIGHTSYS		COOLSOFT		ITECH		HALLMARK	
RATES: HOURLY/DAILY	<b>Graphic Artist (2.11)</b>	\$ 38.756	\$ 310.050	\$ 40.200	\$ 321.600	\$ 40.250	\$ 322.000	\$ 42.560	\$ 340.480	\$ 44.950	\$ 359.600	\$ 50.389	\$ 403.114	\$ 69.300	\$ 554.400

### System Engineering Support (3.0)

CONTRACTORS lowest to highest:

		COOLSOFT		TRICOM		HALLMARK		ITECH		ON-LINE		SKYLIGHTSYS		PALI	
RATES: HOURLY/DAILY	<b>System Engineer 1 (3.1)</b>	\$ 31.900	\$ 255.200	\$ 36.180	\$ 289.440	\$ 36.750	\$ 294.000	\$ 39.200	\$ 313.600	\$ 39.754	\$ 318.030	\$ 39.900	\$ 319.200	\$ 46.000	\$ 368.000
		ITECH		HALLMARK		SKYLIGHTSYS		ON-LINE		COOLSOFT		TRICOM		PALI	
RATES: HOURLY/DAILY	<b>System Engineer 2 (3.2)</b>	\$ 47.600	\$ 380.800	\$ 49.700	\$ 397.600	\$ 50.540	\$ 404.320	\$ 54.047	\$ 432.374	\$ 56.240	\$ 449.920	\$ 56.280	\$ 450.240	\$ 57.500	\$ 460.000
		ITECH		HALLMARK		COOLSOFT		SKYLIGHTSYS		PALI		TRICOM		ON-LINE	
RATES: HOURLY/DAILY	<b>System Engineer 3 (3.3)</b>	\$ 62.002	\$ 496.013	\$ 63.700	\$ 509.600	\$ 64.260	\$ 514.080	\$ 66.500	\$ 532.000	\$ 66.700	\$ 533.600	\$ 76.380	\$ 611.040	\$ 78.177	\$ 625.414



## 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.