

State of Connecticut

Invitation to Bid #16PSX0043

TURN-KEY BALLOT MARKING DEVICE FOR THE DISABLED

Contract Specialist: **Elizabeth Basso**

Date Issued: **11 March 2016**

Due Date: **31 March 2016 at 2:00 PM Eastern Time**

**Department of Administrative Services
Procurement Services**



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Invitation to Bid (ITB)

TURN-KEY BALLOT MARKING DEVICE FOR THE DISABLED

Guide to Electronic Bid Submissions

1. **Introduction To BizNet**

It is now a requirement of Department of Administrative Services (DAS)/Procurement Services that all companies create a Business Network (BizNet) Account and add their company profiles to the State of Connecticut BizNet system. Companies are responsible for maintaining and updating company information in their BizNet Accounts as updates occur. Companies that have been certified through the Supplier Diversity or the Pre-Qualification Program, have already created a BizNet account.

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

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

Existing Companies Needing to Update Their Information: Login to BizNet and select Doing Business with the State and Company Information.

Anyone having difficulty connecting to their account or downloading or uploading forms should call DAS/Procurement Services at 860-713-5095.

2. **Business Friendly Legislation**

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

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

Instructions for Uploading Affidavits and Non-Discrimination Forms:

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

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

(a) AFFIDAVITS

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

- (1) OPM Ethics Form 1 – Gift & Campaign Contribution Certification
- (2) OPM Ethics Form 5 – Consulting Agreement Affidavit
- (3) OPM Ethics Form 6 – Affirmation of Receipt of State Ethics Laws Summary
- (4) OPM Form 7 – Iran Certification

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

(b) NON-DISCRIMINATION

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

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

For information regarding these forms and on which form your company should complete, please access the Office of Policy & Management’s website by clicking following

link: http://www.ct.gov/opm/cwp/view.asp?a=2982&q=390928&opmNav_GID=1806

3. New Revised Process – Online Bid Responses

Any bid posted by DAS/Procurement Services must be submitted electronically. The common forms listed below have also been automated in the BizNet system. In addition, specific forms are now web based and fillable, as noted below. To complete forms; download them from your BizNet account, complete your submittal response, and upload these documents (as well as any other required submittal documents) through BizNet prior to the date and time upon which the Bid is due pursuant to this ITB. Late submissions will not be accepted. Bid pricing will be available for public viewing for 24 hours after bid closing.

- Contractor Information/Electronic Signature Page – Web Based Form
- Employment Information Form (DAS-45) – Web Based Form
- Statement of Qualifications (DAS-14) – Fillable Form
- Connecticut Economic Impact Form (DAS-46) – Web Based Form
- Product and Pricing Schedule
- Bid Addendum (SP-18) – if applicable

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

- Standard Terms and Conditions (SP-19)
- Invitation to Bid IT Document (SP-22IT)
- Invitation to Bid IT Contract (SP-50IT)
- Exhibit 1 – Notice to Executive Branch State Contractors and Prospective State Contractors of Campaign Contribution and Solicitations Limitations
- Exhibit 2 – Deliverables Document

4. Insurance Accord Certificates

Contractors are responsible for maintaining their BizNet account with new and/or updated insurance information. The following documentation will need to be uploaded to each company’s BizNet account and evidencing that the State of Connecticut is an additional insured:

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

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

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

Overview

The State of Connecticut Department of Administrative Services (“DAS”) is issuing this Invitation to Bid to solicit bids for turn-key ballot marking devices for the disabled for the Connecticut Secretary of the State's Office (“SOTS”).

SOTS is seeking a firm capable of providing a turn-key ballot marking device that will provide accessibility to the voting process for individuals with disabilities, including nonvisual accessibility for the blind and visually impaired, in a manner that provides the same opportunity for access and participation, including privacy and independence, as for other voters in each of the 734 polling places in the State of Connecticut (“State”). Attachment 2, Voting Districts by Municipalities, identifies each polling district. For shipping addresses to polling districts, please request via email to elizabeth.basso@ct.gov.

By turn-key, the SOTS means the ballot marking device includes any and all hardware, equipment and software, supplies and services necessary to perform the functions described in this solicitation. The Contractor must provide ballot marking devices that meet the specifications set out in this document and be delivered, tested and ready for operation, as well as train State designated personnel in the use of the ballot marking device, prior to the General Election in November 2016.

Scope

It is the intention of SOTS to enter into a contract for a term or two (2) years, with extension options to be exercised at the State’s sole discretion.

Bidders must meet the specifications, terms and conditions as set forth in the Deliverables Document, Exhibit 2, attached to the Invitation to Bid IT Contract, and must otherwise meet the specifications, terms and conditions set forth in the Invitation to Bid IT Contract, including all exhibits.

Project Timeline:

Contractor must complete implementation and deployment of all aspects of the ballot marking device with sufficient lead-time to ensure successful utilization and full compliance with applicable federal law for the November 8, 2016 General Election. The following table identifies the critical path events and expected scheduling of those events:

Event	Date
Project Work Plan Submitted	June 1, 2016*
Election Configuration	September 15, 2016
Training / Implementation	July 1, 2016 – October 30, 2016
November General Election	November 8, 2016

*Approximate Dates

Election Cycle:

The Contractor shall support all State elections as listed below. Successive renewal periods of the Contract will use the same election cycle. In addition, the Contractor shall support local referenda as requested by the municipalities at a reasonable rate to be paid by the municipalities in accordance with the terms of the contract.

Election	Month	2016	2017	2018	2019
State Primary Election	August	X		X	
Municipal Primary	March / September*		X		X
State General Election	November	X		X	
Municipal General Election	May / November*		X		X
Town Committee Primary	March	X		X	
Presidential Preference Primary	April	X			

**Currently 4 municipalities hold a municipal primary and election in March and May respectively. The remaining 165 towns hold a municipal primary and election in September and November respectively.*

Use of State of Connecticut Contracts for Listed Items:

If any item to be provided under Contract by the Contractor can be purchased by the State under a State contract at a lower unit cost than that listed by the Contractor, the Contractor shall (1) reduce the cost of the item to match the lower cost, or (2) cooperate with the third party contractor to incorporate such third party items in its solution as if Contractor supplied such items under this Contract.

Instructions to Bidders

1. Bid Schedule

RELEASE OF ITB:	Date:	Friday, 11 March 2016
RECEIPT OF QUESTIONS:	Date:	Thursday, 17 March 2016 by noon Eastern Time
APPROXIMATE DATE ANSWERS TO QUESTIONS POSTED AS ADDENDUM:	Date:	Tuesday, 22 March 2016
BID DUE DATE:	Date:	FRIDAY, 31 March 2016 at 2:00 PM Eastern Time

2. Bidder must complete and include with its bid written responses to Attachment 1, Bidder Questions – Mandatory.
3. Bidder must submit proof of financial responsibility in the form of a notarized letter by a Certified Public Accountant.
4. It is preferred that the ballot marking device conform with the EAC’s 2005 Voluntary Voting System Guidelines and has been tested by an EAC approved independent testing authority.
5. User manuals and other training materials, in printed or electronic format, prepared by the Bidder for use with the ballot marking devices by poll workers and voters, is required to be submitted with each bid. This shall include samples or brochures and related materials specific to other jurisdictions where the device has been implemented.
4. **Prior Experience:**
Bidder shall have successfully administered an election or primary under the supervision of one or more election jurisdictions (state or local). Bidder shall submit a list of prior jurisdictions which utilized the equipment provided by the Bidder, including contact person title, jurisdiction, address, and number of voting precincts which utilized the equipment bid.
5. For maintenance, Bidder shall provide an annual price for maintenance and support once the initial warranty period expires. A Bidder offering various maintenance plans shall submit pricing on all available plans. Bidder shall provide any annual increase in such maintenance and support plans which shall not exceed three percent (3%) annually.
6. Bidder shall provide a detailed disaster recovery plan from a previous project of similar size and scope.
7. Bidder shall provide a detailed problem escalation plan for all levels, from call-in to resolution, and associated fix times.
8. SOTS may require that the ballot-marking device be tested by a third party, such as the University of Connecticut. Bidder may be required to provide a ballot-marking device and associated equipment, at a time determined by SOTS, to the University of Connecticut or other testing facility designated by SOTS, for the purpose of evaluating and testing the ballot-marking device.
6. **Questions:**
Questions for the purpose of clarifying this bid must be received no later than the date and time specified in Section I, “Bid Schedule” and must be directed to the Contract Specialist, Elizabeth Basso via email: elizabeth.basso@ct.gov.
7. **Communications**
During the period from your organization’s receipt of this Invitation to Bid, and until a contract is awarded, your organization shall not contact any employee of the State of Connecticut concerning this procurement except in writing directed to the Contract Specialist, Elizabeth Basso via email: elizabeth.basso@ct.gov.

8. **Public Bid Opening**

Public bid openings are now conducted online. Bid pricing submitted will be available for public view through your BizNet Account and is available for 24 hours after the bid opening date and time.

How to View Bid Results:

- Go to the DAS/Procurement website: das.ct.gov/Portal
- Click on the heading "Current Solicitations"
- Click radio button "Under Evaluation"
- Search for the bid
- Click on "Public Opening" under the bid due date and time

9. **Quantities and/or Usages**

Any quantities set forth in this ITB are estimated quantities and/or usages only and in no way represent a commitment and/or intent to purchase any particular amount. Actual quantities may vary and will be identified on individual purchase orders issued by the requesting entity.

10. **Lowest Responsible Qualified Bidder; Micro Business Preference**

The contract resulting from this ITB shall be awarded to the lowest responsible qualified bidder. The qualities of articles to be supplied, their conformity with the needed specifications, their suitability to the requirements of the state government and the delivery terms will be taken into consideration, and the life-cycle costs and trade-in or resale value of the articles may be considered where it appears to be in the best interest of the state. In determining the lowest responsible qualified bidder, a price preference of up to ten percent (10%) may be given for the purchase of the goods or services from micro businesses. Micro business means a business with gross revenues not exceeding three million dollars (\$3,000,000) in the most recently completed fiscal year. To be considered for this ten percent (10%) price preference, bidders shall provide, with their bid, a copy of their Federal Internal Revenue tax return form for the most recent fiscal year, confirming the amount of their gross revenues for that fiscal year. Failure to provide such tax return with the bid shall deny bidder consideration for price preference. For companies who have not yet filed their tax return for the most recently completed fiscal year, in lieu of a tax return, a letter from a Certified Public Accountant attesting to the company's gross estimated revenues for the most recently completed fiscal year will be accepted.

11. **Stability of Bid Prices**

Any price offerings from bidders must be valid for a period no less than 90 days from the due date of the bid.

12. **Amendment or Cancellation of the ITB**

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

13. **Bid Modifications**

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

14. Bidder Presentation of Supporting Evidence

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

15. Bidder Demonstration of Services and/or Products

At the discretion of DAS, bidders must be able to confirm their ability to provide all services bid. Any required confirmation must be provided at a site approved by DAS.

16. Erroneous Awards

DAS reserves the right to correct inaccurate awards.

17. Bid Expenses

Bidders are responsible for all costs and expenses incurred in the preparation of bids and for any subsequent work on the bid that is required by DAS.

18. Ownership of Bids

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

19. Ownership of Subsequent Products

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

20. Oral Agreement or Arrangements

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

Award Criteria

Pursuant to CGS 4a-59 and DAS Procurement Regulations 4a-52-8 and 4a-52-18, the award shall be made to the lowest, responsible qualified bidder. The following factors, in descending order of relative importance, will be considered in the evaluation to determine the lowest, responsible qualified bidder:

- (a) Pricing
- (b) The conformity of the supplies, materials, equipment or contractual services to the specifications
- (c) Contractor's past performance
- (d) Contractor's financial responsibility
- (e) Delivery Terms
- (f) Bidders conformity in providing requested documentation with response

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

Attachment 1, BIDDER QUESTIONS - MANDATORY

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Turn-key Ballot Marking Devices

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Bidder Instructions: Provide detailed, concise responses to all of the following questions using this document. Cross reference any attachments necessary. Name and upload the completed documents as "Attachment 1, Bidder Questions" with your bid response.

1. Describe Bidder's training methods and training staff level of experience and proficiency with ballot marking Devices.
2. List Bidder's current offices and locations and include the number of employees at each location.
3. How many years has Bidder been in business? How many years has Bidder been involved with the proposed Product line?
4. Is Bidder currently profitable? If not, when is Bidder expected to become profitable?
5. Has Bidder been awarded a contract in the last 3 years that is not currently active? If so, explain.
6. Has Bidder had any contracts terminated in the last 3 years? If so, explain.
7. What is the total number of full-time employees for the proposed line of business, and for the entire company?
8. What are Bidder's standard support hours?
9. What is the level and experience of Bidder's user support staff?
10. Provide a description of Bidder's issue notification and escalation procedures. Include any tools, flows, and responsibilities. Attach and label as "Issue Notification and Escalation Procedures".
11. As a measure of the quality of Bidder's short term development processes, provide the number of all:
 - a) Number of minor releases # _____
 - b) Software bugs discovered in the last 12 months after code was released for user testing by severity:

Critical	# _____	Medium	# _____
High	# _____	Low	# _____

Attachment 1, BIDDER QUESTIONS - MANDATORY

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12. As a measure of the quality of Bidder’s long term development processes (new development), provide the number of:
- a) Number of major releases in the last three (3) years (new functionality) # _____
 - b) Software bugs discovered in the last 2 years after code was released for user testing by severity:
 - Critical # _____ Medium # _____
 - High # _____ Low # _____

Provide your company's service performance results for the past 2 years for each reference provided:							
Level	Description	Client Reference Name	Number of Incidents	% met Response time Goals	Average days to Resolution	Longest days to Resolution	Number unresolved
Minor	Cosmetic or Low impact error in a limited process with a workaround available.						
Major	Multiple users are impacted. Where an alternative method may be available the method could involve many individuals.						
High	Performance has degraded or specific functions are not operating correctly. There is not a workaround.						
Critical	The system is inoperable or is substantially not working.						

THE STATE OF CONNECTICUT

INFORMATION PROCESSING SYSTEMS CONTRACT

16PSX0043

Between

Acting by its

DEPARTMENT OF ADMINISTRATIVE SERVICES

And

CONTRACTOR

TURN-KEY BALLOT-MARKING DEVICES

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EXHIBIT 1 – NOTICE TO EXECUTIVE BRANCH STATE CONTRACTORS AND PROSPECTIVE STATE CONTRACTORS
OF CAMPAIGN CONTRIBUTION AND SOLICITATION LIMITATIONS

EXHIBIT 2 – DELIVERABLES DOCUMENT

EXHIBIT 3 – PRODUCT & PRICING SCHEDULE

This Information Processing Systems Contract ("Contract") is made as of the Effective Date shown on the contract award form number SP-38, by and between the STATE OF CONNECTICUT ("State"), acting by its Department of Administrative Services ("DAS") located at 165 Capitol Avenue, Hartford, CT 06106, under the authority of Sections 4d-2, 4d-5, and 4d-8 of the Connecticut General Statutes and CONTRACTOR ("Contractor"), having its principal place of business at ADDRESS.

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

1. TERM OF CONTRACT

This Contract shall become effective upon Effective Date and shall continue uninterrupted for two (2) years from the Effective Date. DAS, in its sole discretion, may extend this Contract one or more times for a combined total period not to exceed the complete length of the original term.

2. DEFINITIONS

- a) **Acceptance:** Determination made by the Department upon successful User Acceptance Test that the Deliverable, or if applicable, System, performs to the Specifications and fulfills the business and technical requirements of the Contract.
- b) **Acceptance Date:** The date the municipality designated by SOTS accepts a Deliverable in accordance with Section 7 below shall be deemed the Acceptance Date for each Deliverable or System.
- c) **Alteration:** The modification, changing, refashioning, remodeling, remaking, revising or reworking of any part of the System or Deliverable.
- d) **Claims:** All actions, suits, claims, demands, investigations, and proceedings of any kind, open, pending, or threatened, whether mature, un-matured, contingent, known or unknown, at law or in equity in any form.
- e) **Confidential Information:** Any name, number or other information that may be used, alone or in conjunction with any other information, to identify a specific individual including, but not limited to, such individual's name, date of birth, mother's maiden name, motor vehicle operator's license number, Social Security number, employee identification number, employer or taxpayer identification number, alien registration number, government passport number, health insurance identification number, demand deposit account number, savings account number, credit card number, debit card number or unique biometric data such as fingerprint, voice print, retina or iris image, or other unique physical representation. Without limiting the foregoing, Confidential Information shall also include any information that DAS classifies as "confidential" or "restricted." Confidential Information shall not include information that may be lawfully obtained from publicly available sources or from federal, state, or local government records which are lawfully made available to the general public.
- f) **Confidential Information Breach:** Generally, an instance where an unauthorized person or entity accesses Confidential Information in any manner, including but not limited to the following occurrences: (1) any Confidential Information that is not encrypted or protected is misplaced, lost,

stolen or in any way compromised; (2) one or more third parties have had access to or taken control or possession of any Confidential Information that is not encrypted or protected without prior written authorization from the State; (3) the unauthorized acquisition of encrypted or protected Confidential Information together with the confidential process or key that is capable of compromising the integrity of the Confidential Information; or (4) if there is a substantial risk of identity theft or fraud to the client, the Contractor, the Department or State.

- g) **Contractor Parties:** A Contractor's members, directors, officers, shareholders, partners, managers, principal officers, representatives, agents, consultants, employees or any one of them or any other person or entity with whom the Contractor is in privity of oral or written contract and the Contractor intends for such other person or entity to Perform under this Contract in any capacity.
- h) **Corrective Action Plan:** A detailed written plan produced by the Contractor at the request of the Department to correct or resolve Contractor deficiency(ies) identified by the Department in accordance with Section 28.
- i) **Deliverable:** Any product, service, or warranty that is required to be delivered to the Department under this Contract, whether produced by the Contractor or by a third party as a supplier or subcontractor to the Contractor.
- j) **Deliverables Document:** Exhibit 2 to this Contract - Document which sets forth and describes the Services and Deliverables that are to be provided or made available under to this Contract and the specific requirements and terms applicable to those Services and Deliverables.
- k) **Department:** Any and all departments, commissions, boards, bureaus, agencies, institutions, public authorities, offices, councils, associations, instrumentalities, entities or political subdivisions of the State (including municipalities) that issue duly authorized Purchase Orders against this Contract, including but not limited to SOTS.
- l) **Election Cycle:** The approximate three month period before, during and after federal, state, municipal or town primaries, elections or referenda. For each election, SOTS shall determine the specific start and end dates of the Election Cycle.
- m) **Goods:** For the purposes of this Contract, all things which are movable at the time that this Contract is effective and which include, without limiting this definition, supplies, materials and equipment, as specified in the Solicitation and set forth in Exhibit 2 or Exhibit 3, or both.
- n) **Improvement:** Contractor changes made to Deliverables from time to time either to provide additional functions for Department use or to correct errors and other Performance deficiencies noted by the Department and reported to the Contractor.
- o) **Licensed Software:** Computer program(s) provided by Contractor in connection with the Deliverables, subject to Section 9 of this Contract.
- p) **Perform:** For the purposes of this Contract, 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.

- q) **POP (Primary Operation Period):** The periods of normal system operations and availability before, during and after Election Cycles.
- r) **Product & Pricing Schedule:** Exhibit 3 to this Contract - Document which lists the Deliverables and Services available under this Contract and establishes the component or unit pricing and price schedules for each Deliverable and Service available pursuant to this Contract.
- s) **Product Schedule Update:** Update to the Product & Pricing Schedule in accordance with Section 3 of this Contract to make additional products or services available under this Contract or to alter the pricing of products or services listed in the Product & Pricing Schedule.
- t) **Purchase Order:** Document issued by a Department for one or more Goods, Deliverables or Services in accordance with the terms and conditions of this Contract.
- u) **Records:** All working papers and such other information and materials as may have been accumulated by the Contractor in Performing this Contract, including but not limited to, documents, data, plans, books, computations, drawings, specifications, notes, reports, records, estimates, summaries, memoranda and correspondence, kept or stored in any form.
- v) **Services:** The Performance of labor or work set forth in Exhibit 2.
- w) **Site:** Location(s) specified by Department where Deliverables are to be installed or Services rendered.
- x) **Solicitation:** Invitation to Bid entitled Turn-key Ballot Marking Devices dated March 11, 2016.
- y) **SOTS:** The office of the State of Connecticut Secretary of the State.
- z) **Specifications:** The written technical and non-technical detailed documentation of the Deliverables' and the System's capabilities, as approved and accepted in writing by the Department prior to acceptance of the System.
- aa) **State:** The State of Connecticut, including the Department and any office, department, board, council, commission, institution or other agency or entity of the State.
- bb) **System:** Contractor furnished or otherwise supplied Deliverables that collectively and in an integrated fashion fulfill the business and technical requirements of this Contract and its exhibits. Contractor is obligated to delivery multiple Systems pursuant to this Contract, which are also referred to as ballot-marking devices.
- cc) **Term:** The original term of the Contract plus any extensions exercised under Section 1 of the Contract.
- dd) **Termination:** An end to this Contract prior to the end of its Term.
- ee) **Upgrade:** A change to the primary version number of the Licensed Software, generally providing additional features or functionality

- ff) **Update:** A change to the Licensed Software to correct bugs or defects, patches or changes to enable the Licensed Software to operate on new or upgraded operating platforms.
- gg) **User Acceptance Testing (UAT):** Phase in which the State tests the functionality of a Deliverable or the System with real world scenarios to determine if the Deliverable or System performs in accordance with the agreed upon design as contained in the Specifications.
- hh) **Warranty Period:** The period commencing upon the Acceptance Date for the System throughout the remainder of the Term.

3. ACQUIRING DELIVERABLES AND SERVICES

- a) Subject to the terms and conditions of this Contract, Contractor shall sell, transfer, convey and/or license to the State any duly ordered Deliverable and/or Perform the Services in accordance with Exhibit 2. Such Deliverables or Services, as appropriate, shall be itemized in and available under the Product & Pricing Schedule and may be acquired through properly issued Purchase Orders.
- b) Any Purchase Order is subject to the terms of this Contract and shall remain in effect until Department acceptance of full Performance of all Deliverables and Services contained in the applicable Purchase Order, unless terminated sooner under the terms of this Contract. Neither party shall be bound by any additional terms different from those in this Contract that may appear on a Purchase Order or other form document issued by either party.
- c) Contractor may supplement Exhibit 3 at any time to make additional products, services and related terms available to the State, provided that the effective date of each supplement is stated thereon. Any supplement shall be transmitted to the DAS with a cover letter documenting formal approval of the supplement by a Contractor representative legally empowered to so act. The supplement will only be deemed accepted by DAS if it issues a Product Schedule Update letter to Contractor, indicating its concurrence with the supplement.
- d) Notwithstanding any other provision of this Contract, no material change may be made to the Deliverables set forth in Exhibit 2 that alters the nature or scope of the Deliverables or their intended use. Any change in the Deliverables set forth in Exhibit 3 shall be conditioned upon the new product(s) being of a similar nature and having a similar use as the defined Deliverables. An update of the Deliverables or the addition of products that are related to or serve similar functions as the Deliverables is permissible only with the prior written approval of the DAS.
- e) Beginning one (1) year from the Effective Date, Contractor, upon ninety (90) calendar days prior written notice to DAS, may update the pricing on Exhibit 3 effective July 1 of any State of Connecticut fiscal year, provided: (1) the Product Schedule Update is transmitted and approved in the same manner as described for supplements in subsection 3.c.; (2) no software license or Deliverable maintenance or service rate is increased within the first year following acceptance of a Deliverable; and (3) any such price increase shall not exceed three (3) percent.
- f) Contractor shall provide the State with a discount on any Product Schedule Update according to the discount, if any, shown on the Exhibit 3.

g) The Department is authorized to use any Licensed Software solely for the State's business purposes in connection with the Deliverables. The right to use any such Licensed Software, unless expressly stated otherwise elsewhere in this Contract, shall be perpetual and nonexclusive.

h) No additions to or reductions in the Deliverables and prices for work completed in the Performance of any Purchase Order shall be permitted unless the Department issues a change order in accordance the provisions of Section 5.

i) The Department shall issue a Purchase Order when acquiring any Deliverable or Service available under this Contract.

4. PROJECT PERSONNEL

a) The Department shall designate a project administrator (the "Project Administrator"), who may be replaced at the discretion of the Department. The Project Administrator shall have the authority to act for the Department under this Contract for any Deliverable(s) initially acquired/installed from the Contractor and such authority shall continue to be in effect throughout the term of this Contract.

5. CHANGE ORDERS

a) The Department may, at any time, with written notice to Contractor, request changes within the scope of Exhibit 2. Such changes shall not be unreasonably denied or delayed by Contractor. Such changes may include, but are not be limited to, modifications or other changes required by new or amended State and/or Federal laws and regulations relating to functional requirements and processing procedures, or involving the correction of System deficiencies. Prior to expiration of any Warranty Period, any changes required because the System does not fully perform in accordance with this Contract, shall be made by Contractor without charge to the Department. Any investigation necessary to determine the source of the problem requiring the change shall be done by Contractor at its sole cost and expense.

b) A change order request may be issued only by the Department and must be in writing. As soon as possible after Contractor receives a written change order request, but in no event later than fifteen (15) calendar days thereafter, the Contractor shall provide the Department with a written statement confirming the change has no price impact on the Contract or, if there is a price impact, Contractor shall provide the Department a written statement explaining the price increase or decrease involved in implementing the requested change.

c) If the Department issues a change order requesting a change to the System to comply with changes to Federal or State law, or changes to regulations affecting the Department, the Contractor shall perform the changes at no additional cost to the Department.

d) No change order with a price impact will be effective until Contractor receives written confirmation from the Department.

6. DELIVERABLE INSTALLATION & DEINSTALLATION

Department ordered de-installation, relocation and, or, reinstallation of any system previously installed at a Department Site or Department designated Site is necessary due to Contractor error, the Department shall not incur expenses for such services.

7. DELIVERABLE EVALUATION & ACCEPTANCE

- a) Any Deliverable furnished by Contractor under the terms of this Contract will be subject to User Acceptance Testing. SOTS shall use commercially reasonable efforts to ensure that UAT will be performed by the municipality designated by SOTS that is receiving the Deliverable.
- 1) If UAT for the Deliverable is successfully completed, SOTS shall use commercially reasonable efforts to ensure that the municipality will provide the Contractor and SOTS a written confirmation of Acceptance.
 - 2) If UAT for the System is unsuccessful, SOTS shall use commercially reasonable efforts to ensure that the municipality will provide Contractor with a written statement which identifies in reasonable detail the deficiencies preventing Acceptance.
 - 3) Contractor shall have five (5) business days, or such other period mutually agreed upon by the parties in writing, from the date it receives the notice of deficiencies to complete corrective actions to make Deliverable conform in all material respects to the applicable Specifications. SOTS shall use commercially reasonable efforts to ensure that the municipality evaluates the corrected Deliverable and notifies Contractor in writing of acceptance or rejection in accordance with the foregoing provisions of this section. Once UAT is successful, SOTS shall use commercially reasonable efforts to ensure that the municipality provides Contractor and SOTS written confirmation of Acceptance.
- b) If requested by Contractor, Department shall complete Contractor's acceptance certificate, in a form reasonably acceptable to Department, so long as such certificate does not amend, alter or modify in any way the terms and conditions of this Contract or the obligations hereunder.
- c) In no event will SOTS suffer any liability under this Contract in the event a municipality fails to meet its obligations as set forth in this Section 7.

8. PAYMENTS AND CREDITS

- a) The Department shall pay for Deliverables only upon acceptance of the Deliverable(s) pursuant to Section 7 and receipt of a properly documented invoice from the Contractor.
1. The Department shall pay Contractor within 45 days after the Deliverable Acceptance Date and receipt of Contractor's properly documented invoice, whichever is the later date.
 2. The Department shall not agree to pay for Deliverables prior to delivery and Acceptance without the written, advance approval of DAS.
- b) Contractor may assign any payments, in whole or in part, upon prior written notice to the Department and compliance with the requirements of the State's Comptroller's Office concerning such assignments. No assignment of receivables by Contractor shall relieve Contractor of any obligations under this Contract without prior written Department consent in each such instance. Notwithstanding any such assignment, Contractor represents and warrants that the Deliverable shall be and remain free of any repossession or any Claims by Contractor or its successors and assigns, subject to the terms and conditions of this Contract.
- c) Contractor shall furnish separate invoices for each Purchase Order and shall list each license charge, maintenance and support charge or other charge included in each invoice as separate line items.

9. LICENSED SOFTWARE, WARRANTY, MAINTENANCE & SUPPORT

Contractor shall license the Licensed Software and provide warranty and maintenance and support in accordance with Exhibit 2.

10. RESERVED

11. SYSTEM RELIABILITY

a) The reliability, at any point in time, of the System shall be determined by the System's operational capability for productive Department use as configured and installed within the specified operating environment. Continued acceptability of the reliability of the System's performance shall be based on the Department's experienced rate of recoverable and non-recoverable System operating errors or failures that preclude productive Department use of the System according to the requirements of this Contract and Contractor operating specifications.

b) The required reliability (Computed % Reliability) for the System (exclusive of scheduled and routine maintenance) during any Election Cycle is ninety-nine point nine percent (99.9999%) uptime availability for aforesaid productive Department use, computed as follows:

$$\text{Computed \% Reliability} = \frac{(\text{Available-Time-per-Election Cycle}) - (\text{Downtime-per-Election Cycle})}{(\text{Available-Time-per-Election Cycle})}$$

with Available-Time-per-Election Cycle equated to 24 hours times the number of days in the Election Cycle, which shall be deemed to correspond to POP during each Election Cycle and Downtime-per- Election Cycle equated to those hours of Available-Time-per- Election Cycle during which the Department or any specific site is precluded from aforesaid productive System use. EXAMPLE:

Given: Available-Time-per-Election Cycle was 720 hours.

Downtime per-Election Cycle was 3.60 hours.

$$\text{Then: Computed \% Reliability} = \frac{(720 - 3.60)}{720} = 99.5\%$$

c) A given instance of System downtime shall start after receipt by the Contractor of a Department service request to remedy any operational System deviation, error, or failure condition(s), and end with documented proof, reasonably acceptable to the Department by Contractor to the Department that such System status has been fully restored to the applicable agreed operational specifications and made ready for productive Department use. However, the calculated time period of such an instance of System downtime shall exclude the following periods:

1. Any nonproductive System use time caused by the Department or the Department's authorized third party and not related to a deficiency in the System.
2. Any time during which the Department fails to make the System available for Contractor's remedial service.
3. Any downtime investigated by Contractor which is then determined by the Contractor and the Department to be a non-downtime instance following such investigation.

12. RESERVED

13. RESERVED

14. RESERVED

15. CONFIDENTIALITY; NONDISCLOSURE

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

b) All Records, including any data owned by the State in any form, in the possession of the Contractor or Contractor Parties must remain within the United States and may not be stored, hosted or otherwise maintained outside of the United States.

16. PROTECTION OF CONFIDENTIAL INFORMATION

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

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

1. A security policy for employees related to the storage, access and transportation of data containing Confidential Information;
2. Reasonable restrictions on access to records containing Confidential Information, including access to any locked storage where such records are kept;
3. A process for reviewing policies and security measures at least annually;

4. Creating secure access controls to Confidential Information, including but not limited to passwords; and
5. Encrypting of Confidential Information that is stored on laptops, portable devices or being transmitted electronically.

c) The Contractor and Contractor Parties shall notify DAS, the Department and the Connecticut Office of the Attorney General as soon as practical, but no later than twenty-four (24) hours, after they become aware of or suspect that any Confidential Information which Contractor or Contractor Parties have come to possess or control has been subject to a Confidential Information Breach. If a Confidential Information Breach has occurred, the Contractor shall, within three (3) business days after the notification, present a credit monitoring and protection plan to the Commissioner of Administrative Services, the Department and the Connecticut Office of the Attorney General, for review and approval. Such credit monitoring or protection plan shall be made available by the Contractor at its own cost and expense to all individuals affected by the Confidential Information Breach. Such credit monitoring or protection plan shall include, but is not limited to reimbursement for the cost of placing and lifting one (1) security freeze per credit file pursuant to Connecticut General Statutes § 36a-701a. Such credit monitoring or protection plans shall be approved by the State in accordance with this section and shall cover a length of time commensurate with the circumstances of the Confidential Information Breach. The Contractors' costs and expenses for the credit monitoring and protection plan shall not be recoverable from DAS, 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 Health Insurance Portability and Accountability Act of 1996 or any provisions of this Contract concerning the obligations of the Contractor as a Business Associate of Covered Entity.

17. RESERVED

18. RISK OF LOSS & INSURANCE

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

b) Throughout the Term, Contractor shall maintain, at Contractor's sole cost and expense, a policy or policies of commercial general liability insurance, including contractual liability coverage, in an amount not less than \$1,000,000.00 for all damages arising out of bodily injuries to, or death of, all persons and injuries to or destruction of property, in any one accident or occurrence, and, subject to that limit per accident, a total (or aggregate) limit of \$2,000,000.00 per occurrence for all damages arising out of bodily injuries to, or death of, all persons and injuries to or destruction of property per policy period. Such insurance policy or policies shall name the State as additional insured. Contractor shall provide the State a certificate of insurance

evidencing the above coverage on an annual basis and shall not begin performance of the Services until such a certificate has been provided to DAS, and, if requested, the Department.

c) During the Term, and for a period of three (3) years thereafter, the Contractor shall carry Professional Liability Insurance in the amount of \$1,000,000 per Claim and Annual Aggregate. Contractor shall provide the State a certificate of insurance evidencing such Professional Liability Insurance coverage upon written request on an annual basis and shall not begin Performance of the Services until such a certificate has been provided to the Department.

d) All insurance with the exception of the professional liability insurance required under (c) above must be written on an occurrence basis as opposed to "claims made" basis.

19. DELIVERABLE ALTERATIONS

a) This section applies only to Deliverables that do not include or incorporate Licensed Software as an operational component and applies only to Alterations made during the Warranty Period.

b) During the Warranty Period, Alterations of a Deliverable may be made by the Department only with the prior written consent of Contractor and/or manufacturer. Such consent shall not be unreasonably withheld or delayed and shall be provided without cost to the Department.

20. FORCE MAJEURE

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

21. RESERVED

22. GENERAL PROVISIONS

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

b) If any term or condition of this Contract is decided by a proper authority to be invalid, the remaining provisions of the Contract shall be unimpaired and the invalid provision shall be replaced by a provision which comes closest to the intention underlying the invalid provision. Contractor shall comply with the statutes, regulations, Executive Orders and policies incorporated into this Contract to the extent that such statutes, regulations, Executive Orders and/or policies are applicable to Contractor in connection with its Performance under this Contract.

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

- d) In any case where the consent or approval of either party is required to be obtained under this Contract, such consent or approval shall not be unreasonably withheld or delayed. No such consent or approval shall be valid unless in writing and signed by a duly authorized representative of that party. Such consent or approval shall apply only to the given instance, and shall not be deemed to be a consent to, or approval of, any subsequent like act or inaction by either party.
- e) The Department shall not remove or destroy any proprietary markings or proprietary legends placed upon or contained within any Deliverable.
- f) Except as may be otherwise provided for in this Contract, the Department shall not assign, mortgage, alter, relocate or give up possession of any Deliverable to which Contractor retains title without the prior written consent of Contractor.
- g) Contractor represents and warrants that it shall not, without prior written consent from the State, make any reference to the Department or the State in any of Contractor's advertising or news releases. The Contractor may use the State's and/or the Department's name as a specific citation within proposals it submits.
- h) Contractor shall execute any and all documents or to take any actions which may be reasonably necessary to perfect the rights granted to the State in Section 9.
- i) Neither Department nor Contractor's personnel who had substantive contact with personnel of the other in the course of the Performance of the Services hereunder shall directly or indirectly employ, solicit, engage or retain the services of such an employee of the other party to this Contract during its Term and for a period of one year from the Termination of this Contract or such longer period as may be required by State statute. This provision shall not restrict the right of either party to solicit or recruit generally in the media.
- j) The Department shall cooperate with Contractor in the Performance by Contractor of the services hereunder, including, (i) providing Contractor with adequate working space, equipment and facilities and timely access to data, information, and personnel of the State; (ii) providing experienced and qualified personnel to perform their assigned tasks and duties in a competent and timely fashion; (iii) providing a stable, fully functional system infrastructure environment which will support the Deliverables and allow Contractor and the Department to work productively; and (iv) promptly notifying Contractor of any issues, concerns or disputes with respect to the services provided by Contractor hereunder. The Contractor shall not be responsible for, among other things, the performance of the Department's personnel and agents, and the accuracy and completeness of all data and information provided to Contractor by the Department for purposes of the performance of the services hereunder.
- k) Each of the State and Contractor is an independent contractor and neither of them is, nor shall be considered to be, nor shall purport to act as, the other's agent, partner, fiduciary, joint venturer, or representative.
- l) Contractor may (i) provide any Services to any person or entity, and (ii) develop for itself, or for others, materials or processes including those that may be similar to those produced as a result of the services hereunder, provided that, Contractor complies with its obligations of confidentiality set forth in Sections 15 and 16.
- m) 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.

23. COMMUNICATIONS

a) Unless notified otherwise by the other party in writing, correspondence, notices, and coordination between the parties to this Contract as to general business matters or the terms and conditions herein shall be directed to:

State: Connecticut Department of Administrative Services
Director of Procurement/16PSX0043
165 Capitol Avenue
Hartford, CT 06106

Contractor:

b) Details regarding Contractor invoices and all technical or day-to-day administrative matters pertaining to any Deliverable shall be directed to:

Department: The individual specified in the applicable Purchase Order

Contractor: The individual designated by Contractor in their Proposal or as the Contractor may otherwise designate in writing to the Department.

24. RESERVED

25. WHISTLEBLOWER PROVISION

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 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.

26. DISCLOSURE OF PUBLIC RECORDS PROVISION

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.

27. 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.

28. BREACH

a) If either party breaches the Contract in any respect, the non-breaching party shall provide written notice of the breach to the breaching party by overnight or certified mail, return receipt requested, to the most current address the breaching party has furnished for the purposes of correspondence and afford the breaching party an opportunity to cure within thirty (30) days from the date that the breaching party receives the notice. In the case of a Contractor breach, DAS may set forth any period greater or less than thirty (30) days, so long as such time period is otherwise consistent with the provisions of this Contract (for the purposes of this paragraph, the time period set forth by the non-breaching party shall be referred to as the "right to cure period"). The right to cure period shall be extended if the non-breaching party is satisfied that the breaching party is making a good faith effort to cure, but the nature of the breach is such that it cannot be cured within the right to cure period.

b) In the event of a breach, DAS may require the Contractor to prepare and submit to DAS or the Department a Corrective Action Plan in connection with an identified breach. The Corrective Action Plan shall provide a detailed explanation of the reasons for the cited deficiency(ies), the Contractor's assessment or diagnosis of the cause, and a specific proposal to cure or resolve the deficiency(ies). The Contractor shall submit the Corrective Action Plan within ten (10) business days following the request for the plan by the State and is subject to approval by the Department or DAS, which approval shall not unreasonably be withheld. Notwithstanding the submission and acceptance of a Corrective Action Plan, Contractor remains responsible

for achieving all Performance criteria. The acceptance of a Corrective Action Plan shall not excuse prior substandard Performance, relieve Contractor of its duty to comply with Performance standards, or prohibit the State from pursuing additional remedies or other approaches to correct substandard Performance.

- c) The written notice of the breach may include an effective Termination date. If the identified breach is not cured by the stated Termination date, unless otherwise modified by the non-breaching party in writing prior to such date, no further action shall be required of any party to effect the Termination as of the stated date. If the notice does not set forth an effective Termination date, the non-breaching party shall be required to provide the breaching party no less than twenty four (24) hours written notice prior to terminating the Contract, such notice to be provided in accordance with Section 29(c).
- d) If the Department reasonably and in good faith determines the Contractor has not Performed in accordance with the Contract, the State may withhold payment in whole or in part in an amount reasonably related to the non-performance pending resolution of the Performance issue, provided that the State notifies the Contractor in writing prior to the date that the payment would have been due.
- e) Notwithstanding any provisions in this Contract, DAS may terminate this Contract with no right to cure period for Contractor's breach or violation of any of the provisions in the section concerning Representations and Warranties and revoke any consent to assignments given as if the assignments had never been requested or consented to, without liability to the Contractor or Contractor Parties or any third party.
- f) Termination under this Breach section is subject to the provisions of the Termination section in this Contract.

29. TERMINATION

- a) Notwithstanding any provisions in this Contract, the 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 Contract.
- 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 the DAS, the Contractor shall immediately discontinue all services affected in accordance with the notice, undertake commercially reasonable efforts to mitigate any losses or damages and deliver to the Department all Records. The Records are deemed to be the property of the Department and the Contractor shall deliver them to the Department no later than thirty (30) days after the Termination of the Contract or fifteen (15) days after the Contractor receives a written request from the Department for the Records. The Contractor shall deliver those Records that exist in electronic, magnetic or other intangible form in a non-proprietary format, such as, but not limited to, ASCII or .TXT.
- d) Upon receipt of a written notice of Termination from DAS, the Contractor shall cease operations as DAS directs in the notice, and take all actions that are necessary or appropriate, or that DAS may reasonably direct, for the protection, and preservation of the Goods and any other property. Except for any work which DAS directs the Contractor to Perform in the notice prior to the effective date of Termination, and except as

otherwise provided in the notice, the Contractor shall terminate or conclude all existing subcontracts and purchase orders and shall not enter into any further subcontracts, purchase orders or commitments.

- e) The Department shall, within forty-five (45) days of the effective date of Termination, reimburse the Contractor for its Performance rendered and accepted by the Department, in addition to all reasonable costs, incurred after Termination in completing those portions of the Performance which the notice required the Contractor to complete. However, the Contractor is not entitled to receive and the Department is not obligated to tender to the Contractor any payments for anticipated or lost profits. Upon request by DAS, the Contractor shall assign to DAS or the Department, or any replacement contractor which DAS or the Department designates, all subcontracts, purchase orders, and other information pertaining to its Performance, and remove from State premises, whether leased or owned, all of Contractor's property, equipment, waste material and rubbish related to its Performance, all as DAS may request.
- f) For breach or violation of any of the provisions in the section concerning Representations and Warranties, the DAS may Terminate the 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 the Contract by the State.

30. REPRESENTATIONS AND WARRANTIES

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

- a) if they are entities, they are duly and validly existing under the laws of their respective states of organization and authorized to conduct business in the State of Connecticut in the manner contemplated by the Contract. Further, as appropriate, they have taken all necessary action to authorize the execution, delivery and Performance of 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 Section 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 or property, making false statements, or receiving stolen property;
- f) they are not presently indicted for or otherwise criminally or civilly charged by any governmental entity with commission of any of the offenses listed above;
- g) they have not within the three years preceding the Contract had one or more contracts with any governmental entity terminated for breach or default;
- h) they have not employed or retained any entity or person, other than a bona fide employee working solely for them, to solicit or secure the 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 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 the State in writing any Claims involving them that might reasonably be expected to materially adversely affect their businesses, operations, assets, properties, financial stability, business prospects or ability to Perform fully under the Contract, no later than twenty (20) calendar days after becoming aware of any such Claims. For purposes of the Contractor's obligation to disclose any Claims to the State, the ten (10) calendar days in the section of this 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 Solicitation process is not a conflict of interest or a breach of ethics under the provisions of Title 1, Chapter 10 of the Connecticut General Statutes concerning the State's Code of Ethics;
- l) the proposal submitted by Contractor in response to the Solicitation was not made in connection or concert with any other person, entity or proposer, including any affiliate (as defined in the Tangible Personal Property section of this Contract) of the proposer, submitting a proposal for the same Solicitation, and is in all respects fair and without collusion or fraud;
- m) they are able to Perform under the Contract using their own resources or the resources of a party who was not a proposer;

- n) the Contractor shall obtain in a written contract all of the representations and warranties in this section from any Contractor Parties and require that provision be included in any contracts and purchase orders with such Contractor Parties;
- o) they have paid all applicable workers' compensation second injury fund assessments concerning all previous work done in Connecticut; they have a record of compliance with Occupational Health and Safety Administration regulations without any unabated, willful or serious violations;
- p) they are not delinquent in the payment of unemployment compensation contributions;
- q) they are not delinquent in the payment of any taxes owed, or, that they have filed a sales tax security bond, and they have, if and as applicable, filed for motor carrier road tax stickers and have paid all outstanding road taxes;
- r) all of their vehicles have current registrations and, unless such vehicles are no longer in service, they shall not allow any such registrations to lapse;
- s) each Contractor Party has vested in the Contractor plenary authority to bind the Contractor Parties to the full extent necessary or appropriate to ensure full compliance with and Performance in accordance with all of the terms and conditions of the Contract and that all appropriate parties shall also provide, no later than fifteen (15) days after receiving a request from DAS or the Department, such information as DAS or the Department may require to evidence, in their sole determination, compliance with this section;
- t) they either own or have the authority to use all the Goods;
- u) to the best of Contractor's knowledge, the Goods do not infringe or misappropriate any patent, copyright, trade secret or other intellectual property right of a third party;
- v) the Department's use of any Goods in a manner consistent with this Contract shall not infringe or misappropriate any patent, trade secret or other intellectual property right of a third party;
- w) if they procure any Goods, they shall sub-license such Goods and that the Department shall be afforded the full benefits of any manufacturer or subcontractor licenses for the use of the Goods; and
- x) they shall assign or otherwise transfer to the Department, or afford the Department the full benefits of any manufacturer's warranty for the Goods, to the extent that such warranties are assignable or otherwise transferable to the Department.

31. 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 twenty (20) calendar days after becoming aware of any such Claims. Disclosure shall be in writing.

32. STATE COMPTROLLER'S SPECIFICATIONS

In accordance with Conn. Gen. Stat. § 4d-31, this Contract 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.

33. CHIEF INFORMATION OFFICER SUBCONTRACT APPROVAL

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

34. 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 Contract 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.

35. PUBLIC RECORDS AND FOIA

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

36. 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 Contract 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.

37. 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 Contract or any contract, subcontract or amendment to a contract or subcontract, except as authorized in this Contract. 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.

38. 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.

39. 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.

40. CONTINUITY OF SYSTEMS

- a) This section is intended to comply with Conn. Gen. Stat. §4d-44, as it may be amended.
- b) The Contractor acknowledges that the Systems and associated services are important to the function of State government and that they must continue without interruption. Pursuant to Conn. Gen. Stat. §4d-44, as it may be amended, if the work under the Contract, any subcontract, or amendment to either, is transferred back to the State or to another contractor at any time for any reason, then the Contractor shall cooperate fully with the State, and do and Perform all acts and things that DAS deems to be necessary or appropriate, to ensure continuity of state agency information system and telecommunication system facilities, equipment and services so that there is no disruption or interruption in Performance as required or permitted in the Contract. The Contractor shall not enter into any subcontract for any part of the Performance under the Contract without approval of such subcontract by DAS, as required by Conn. Gen. Stat. §4d-32, as it may be amended, and without such subcontract including a provision that obligates the subcontractor to comply fully with Conn. Gen. Stat. §4d-44, as it may be amended, as if the subcontractor were in fact the Contractor. The Contractor shall make a full and complete disclosure of and delivery to DAS or its representatives of all Records and "Public Records," as that term is defined in Conn. Gen. Stat. §4d-33, as it may be amended, in whatever form they exist or are stored and maintained and wherever located, directly or indirectly concerning the Contract.
- c) The parties shall follow the below applicable and respective procedures in order to ensure the orderly transfer to the State the following:

1. facilities and equipment: Unless a shorter period is necessary or appropriate to ensure compliance with subsection (a) above, in which case that shorter period shall apply, the Contractor shall deliver to DAS, F.O.B. Hartford, Connecticut or other State location which DAS identifies, all facilities and equipment related to or arising out of the 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 facilities and equipment to DAS, during DAS's business hours, in good working order and in appropriately protective packaging to ensure delivery without damage. Concurrent with this delivery, the Contractor shall also deliver all related operation manuals and other documentation in whatever form they exist and a list of all related passwords and security codes;
 2. software Deliverables created or modified pursuant to the 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. Hartford, Connecticut or other location which DAS identifies, all Deliverables, 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 such Deliverables to DAS, during DAS's business hours, in good working order, and if equipment shall be delivered, in appropriately protective packaging to ensure delivery without damage. Concurrent with this delivery, the Contractor shall also deliver all Deliverable-related operation manuals and other documentation in whatever form they exist, if delivery of such manuals and documentation is required by this Contract for such Deliverable, and a list of all Deliverable passwords and security codes; and
 3. Public Records, as defined in Conn. Gen. Stat. §4d-33, as it may be amended, which the Contractor or Contractor Parties possess or create pursuant to the 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. Hartford, Connecticut or other State location which DAS identifies, all Public Records created or modified pursuant to the Contract, subcontract or amendment and requested in writing by DAS (provided that Contractor may redact confidential information of Contractor, its personnel or third parties to the extent permitted by applicable law) no later than the latter of (1) the time specified in the section in this Contract concerning Termination for the return of Public 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 DAS those Public Records in electronic, magnetic or other intangible form in a non-proprietary format, such as, but not limited to, ASCII or TXT. The Contractor shall deliver to DAS, during DAS's business hours, those Public Records and a list of all applicable passwords and security codes, all in appropriately protective packaging to ensure delivery without damage.
- d) If the Contractor employs former State employees, the Contractor shall facilitate the exercising of any reemployment rights that such State employees may have with the State, including, but not limited to, affording them all reasonable opportunities during the workday to interview for State jobs. The Contractor shall include language similar to this section in all of its contracts with its subcontractors and applicable Contractor Parties so that they are similarly obligated.

41. 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.

42. INDEMNIFICATION

a) The Contractor shall indemnify and defend 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 for 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 non-copyrighted compositions, secret processes, patented or unpatented inventions, articles or appliances furnished or used in the Performance.

- b) The Contractor shall not be responsible for indemnifying or holding the State harmless from any liability arising due to the negligence of the State or any third party acting under the direct control or supervision of the State.
- c) The Contractor shall reimburse the State for any and all damages to the real or personal property of the State caused by the Acts of the Contractor or any Contractor Parties. The State shall give the Contractor reasonable notice of any such Claims.
- d) The Contractor's duties under this section shall remain fully in effect and binding in accordance with the terms and conditions of the Contract, without being lessened or compromised in any way, even where the Contractor is alleged or is found to have merely contributed in part to the Acts giving rise to the Claims and/or where the State is alleged or is found to have contributed to the Acts giving rise to the Claims.
- e) The Contractor shall carry and maintain at all times during the term of the Contract, and during the time that any provisions survive the term of the Contract, sufficient commercial 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 DAS and, if requested, the Department prior to the effective date of the Contract. The Contractor shall not begin Performance until the delivery of the policy to DAS. The State shall be entitled to recover under the insurance policy even if a body of competent jurisdiction determines that the State is contributorily negligent.
- f) This section shall survive the Termination of the Contract and shall not be limited by reason of any insurance coverage.

43. SOVEREIGN IMMUNITY

The parties acknowledge and agree that nothing in 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.

44. 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.

45. 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 Contract, or (ii) the expiration or earlier termination of this Contract, 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.

46. CAMPAIGN CONTRIBUTION RESTRICTION

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

47. 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 Executive Order No. 14 of Governor M. Jodi Rell, promulgated April 17, 2006, concerning procurement of cleaning products and services, Executive Order No. 19 of Governor M. Jodi Rell, promulgated June 19, 2008 concerning use of System Development, and Executive Order No. 49 of Governor Dannel P. Malloy, promulgated May 22, 2015, mandating disclosure of

certain gifts to public employees and contributions to certain candidates for office in accordance with their respective terms and conditions. If Executive Orders 14, 19 or 49 are applicable, it is deemed to be incorporated into and are made a part of the Contract as if it had been fully set forth in it. At the Contractor's request, the State shall provide a copy of these orders to the Contractor.

48. NONDISCRIMINATION

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

- i. "Commission" means the Commission on Human Rights and Opportunities;
- ii. "Contract" and "contract" include any extension or modification of the Contract;
- iii. "Contractor" and "contractor" include any successors or assigns of the Contractor or contractor;
- iv. "Gender identity or expression" means a person's gender-related identity, appearance or behavior, whether or not that gender-related identity, appearance or behavior is different from that traditionally associated with the person's physiology or assigned sex at birth, which gender-related identity can be shown by providing evidence including, but not limited to, medical history, care or treatment of the gender-related identity, consistent and uniform assertion of the gender-related identity or any other evidence that the gender-related identity is sincerely held, part of a person's core identity or not being asserted for an improper purpose;
- v. "good faith" means that degree of diligence which a reasonable person would exercise in the performance of legal duties and obligations;
- vi. "good faith efforts" shall include, but not be limited to, those reasonable initial efforts necessary to comply with statutory or regulatory requirements and additional or substituted efforts when it is determined that such initial efforts will not be sufficient to comply with such requirements;
- vii. "marital status" means being single, married as recognized by the state of Connecticut, widowed, separated or divorced;
- viii. "mental disability" means one or more mental disorders, as defined in the most recent edition of the American Psychiatric Association's "Diagnostic and Statistical Manual of Mental Disorders", or a record of or regarding a person as having one or more such disorders;
- ix. "minority business enterprise" means any small contractor or supplier of materials fifty-one percent or more of the capital stock, if any, or assets of which is owned by a person or persons: (1) who are active in the daily affairs of the enterprise, (2) who have the power to direct the management and policies of the enterprise, and (3) who are members of a minority, as such term is defined in subsection (a) of Connecticut General Statutes § 32-9n; and
- x. "public works contract" means any agreement between any individual, firm or corporation and the State or any political subdivision of the State other than a municipality for construction, rehabilitation, conversion, extension, demolition or repair of a public building, highway or other changes or improvements in real property, or which is financed in whole or in part by the State, including, but not limited to, matching expenditures, grants, loans, insurance or guarantees.

For purposes of this Section, the terms "Contract" and "contract" do not include a contract where each contractor is (1) a political subdivision of the state, including, but not limited to, a municipality, (2) a quasi-public agency, as defined in Conn. Gen. Stat. Section 1-120, (3) any other state, including but not limited to any federally recognized Indian tribal governments, as defined in Conn. Gen. Stat. Section 1-267, (4) the federal government, (5) a foreign government, or (6) an agency of a subdivision, agency, state or government described in the immediately preceding enumerated items (1), (2), (3), (4) or (5).

b) (1) The Contractor agrees and warrants that in the performance of the 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, intellectual disability, 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, intellectual disability, mental disability or physical disability, including, but not limited to, blindness, unless it is shown by the Contractor that such disability prevents performance of the work involved; (2) the Contractor agrees, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, to state that it is an "affirmative action-equal opportunity employer" in accordance with regulations adopted by the Commission; (3) the Contractor agrees to provide each labor union or representative of workers with which the Contractor has a collective bargaining Agreement or other contract or understanding and each vendor with which the Contractor has a contract or understanding, a notice to be provided by the Commission, advising the labor union or workers' representative of the Contractor's commitments under this section and to post copies of the notice in conspicuous places available to employees and applicants for employment; (4) the Contractor agrees to comply with each provision of this Section and Connecticut General Statutes §§ 46a-68e and 46a-68f and with each regulation or relevant order issued by said Commission pursuant to Connecticut General Statutes §§ 46a-56, 46a-68e and 46a-68f; and (5) the Contractor agrees to provide the Commission on Human Rights and Opportunities with such information requested by the Commission, and permit access to pertinent books, records and accounts, concerning the employment practices and procedures of the Contractor as relate to the provisions of this Section and Connecticut General Statutes § 46a-56. If the contract is a public works contract, the Contractor agrees and warrants that he will make good faith efforts to employ minority business enterprises as subcontractors and suppliers of materials on such public works projects.

c) Determination of the Contractor's good faith efforts shall include, but shall not be limited to, the following factors: The Contractor's employment and subcontracting policies, patterns and practices; affirmative advertising, recruitment and training; technical assistance activities and such other reasonable activities or efforts as the Commission may prescribe that are designed to ensure the participation of minority business enterprises in public works projects.

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

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

f) The Contractor agrees to comply with the regulations referred to in this Section as they exist on the date of this 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 Contract 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.

49. RESERVED

50. OWNERSHIP OF DATA

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

51. TERMS AND CONDITIONS

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

52. WORKERS' COMPENSATION

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

53. 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.



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. 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.

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Contractor shall provide turn-key ballot marking devices that fulfill the following requirements:

1. Mark a ballot that is readable by the “Accu-Vote Optical Scan Voting Tabulator – Model D” with associated operating firmware Version 1.96.6.
2. Allow the voter to review their ballot choices prior to casting their ballot.
3. Allow the voter to verify the accuracy of a ballot, and provide an opportunity to spoil the ballot and cast another one.
4. Provide sufficient area to allow access to voters who use wheelchairs if the ballot marking device is contained in a Contractor provided voting booth.
5. Permit the Department to stipulate minimum font sizes and background color contrast options, unless this capability is expressly waived by the Department.
6. Allow for its use with a maximum of privacy for the voter, and in any event not less than what may be required by law or by the Department.
7. Be adaptable for voters with disabilities, including nonvisual accessibility for the blind and visually impaired, either through adjustability of the ballot marking device or the Contractor provided voting booth or by inclusion of an auxiliary device. The auxiliary device must be lightweight and removable making it portable for use on a voter’s lap or provide an alternative solution acceptable to the Department.
8. Allow the ballot(s) and each individual ballot marking device to be programmed at a central location.
9. Permit each voter to vote on a ballot marking device without the voter having to use an activation card.
10. Present, or accommodate, in a manner acceptable to the Department, a ballot that is easy to understand, intuitive and follows a logical progression. The ballot marking device must accommodate a process that makes clear to the voter how to cast a ballot, such that the voter has minimal risk of doing so accidentally, but when the voter intends to cast the ballot, the action can be easily performed.
11. Permit each voter to vote for all contests and for as many candidates allowed by law and to vote upon all questions allowed by law without restriction. The ballot marking device must also restrict voters from voting in contests and upon questions for which they are not entitled to vote.

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12. Provide procedures for verifying the ballot marking device has been properly prepared for an election, including proper ballot set-up and programming and for verifying that both the hardware and the software are functioning correctly. The ballot marking device must permit these tests and diagnostic procedures to be executed manually and automatically to validate the proper execution of individually selected ballot marking device functions.
13. Provide for ballots that indicate the name of every candidate, the ballot designation and every question on the ballot on which the voter is entitled to vote.
14. Provide instructions and a means by which the voter may indicate ballot preferences with respect to the selection of candidates or answers to ballot questions prior to casting a ballot.
15. Accommodate the following:
 - Over-Voting - The ballot marking device shall not permit a voter to over-vote a contest and shall enable the voter to correct his or her selections.
 - Under-Voting - The ballot marking device shall warn a voter that they have under-voted a contest and permit them to correct or accept the under-vote.
 - Write-In Voting - The ballot marking device shall provide a means of recording the votes cast for write-in candidates for any contest that allows write-in candidates. This capability shall allow the entry of as many names of candidates as the voter is entitled to select for each contest in compliance with Connecticut Election Law.
16. Allow the voter to review and/or modify his or her selections before final casting of the votes.
17. Accommodate between 350-400 different ballot styles/configurations. This includes both the Contractor's ability to program the different ballot styles/configurations and the ballot marking device's ability to host the various ballot styles/configurations.
18. Must be accessible and functional at the time a voter is ready to vote. There shall be no delay either by a ballot marking device, line busy, device delay, line hold or any other cause which would prevent a voter from immediate use of the ballot marking device.
19. The ballot marking device must be sized in proper quantity and function to support all voting precincts in the State of Connecticut.

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20. The ballot marking device must present a ballot that meets all the State requirements for presenting ballot information as well as instructions, offices and candidates, and questions in the same manner as provided to other voters marking pre-printed blank ballots.
21. The ballot marking device must include an election management system that is capable of creating and defining ballot styles and contest and question layouts in accordance with Connecticut election law.
22. Any hardware or software used to support such ballot marking device shall be new, fully updated and the latest version of such hardware or software available that is supported by such system.
23. The ballot marking device must be able to operate for a minimum of four (4) hours in the event of a power failure.
24. The ballot marking device and all accompanying materials required for the proper use of such ballot marking device shall be delivered in a lockable, shock resistant, travel case with wheels.

If requested by and at the full discretion of the Department after consultation with the Contractor, in lieu of providing turn-key ballot marking devices, Contractor shall provide ballot marking device software only, at the pricing set forth in Exhibit 3. Contractor shall ensure that such software will be fully compatible with ballot marking devices already in the possession of, or to be obtained by, the Department (the "Department Ballot Marking Devices"). In the event the Department makes such request, Contractor shall ensure that any such software will operate with the Department Ballot Marking Devices as required by this Contract. Further, Contractor shall remain fully responsible for all other terms and conditions contained in this Contract, including its obligations to provide technical support, training, project management, Election Configuration services, and help desk services, and including any deadlines set forth in this Contract. However, Contractor will not be responsible for complying with any provisions in this Contract that relate solely to the hardware comprising the Department Ballot Marking Devices or its configuration.

Software and Security Requirements:

The Contractor shall provide, at time of delivery, written procedures necessary to prevent unauthorized physical and electronic communication access to the ballot marking device. Contractor shall provide a ballot marking device that includes and supports operational features

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to prevent both inadvertent and deliberate operations that could result in the disruption of the election process and corruption of election administrative and voting data.

Contractor shall provide ballot marking devices containing the following security and software requirements:

1. All input/output interfaces, with the exception of the printer and adaptive equipment for persons with disabilities, must be disabled when the ballot marking device is in voting mode.
2. When the ballot marking device is in an administrative mode, allow only ballot information files to be uploaded from a single USB or other communication port.
3. The ballot marking device must always boot up in voting mode once the device is placed into election mode.
4. When in voting mode, the ballot marking device must not allow a user access to the operating system.
5. The ballot marking device must limit access to the device configuration and underlying functionality of the device to system administrators using a password protected account.

Technical Support:

Contractor shall provide on-site technical support for the first two elections and primaries at which such ballot marking devices are used. Contractor shall provide remote technical support for each election and primary at which the ballot marking device is used thereafter. Contractor shall provide ballot preparation and set-up, software installation and configuration, hardware installation and configuration, pre-election and primary day maintenance and support, election and primary day system support and other assistance reasonably requested by the Department. The on-site technical support provided for the first two elections and primaries at which such ballot marking device is used will include the presence of at least one certified Contractor representative at SOTS to assist with the preparation and use of the ballot marking devices on such day and at least one certified Contractor representative within each of the eight counties of the State.

License:

The Contractor shall grant to the State and the State's designated municipalities a perpetual, non-exclusive, non-transferable, royalty-free license in the State's name to use all software,

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documentation and other Deliverables that are proprietary to Contractor or proprietary to any third parties and necessary for the operation of the ballot marking device. If use of a particular ballot-marking device is discontinued, the Department, at no cost, may attribute the licenses associated with the device to be discontinued to a different ballot-marking device regardless of location. The Department may, in its sole discretion, relocate ballot-marking devices.

The Contractor shall allow the SOTS to purchase fully operational spare ballot marking devices and shall not charge a license fee for Contractor's proprietary software until such spare ballot marking devices are activated. If a spare ballot marking device is activated and placed into use for any reason other than to replace a failed or discontinued ballot -marking device, the Contractor shall be entitled to charge a license fee in accordance with the pricing in the Contract Product & Pricing Schedule

Connectivity and Infrastructure:

Contractor shall provide ballot-marking devices with full functionality for accessible voting at the polling place without the need for internet, local wireless network, telephone line connectivity, or any additional infrastructure requirements other than electrical power.

Compliance with State and Federal laws:

Contractor shall ensure, pursuant to the Help America Vote Act of 2002, each ballot marking device is capable of permitting the voter to verify, in a private and independent manner, the votes selected by the voter on the ballot before the ballot is cast. The ballot marking device must be capable of preventing a voter from selecting more candidates than a voter is entitled to select, or alerting a voter if the voter has selected more candidates than a voter is entitled to select, before the ballot is cast.

Each ballot marking device must be capable of producing a paper record and offer a manual audit capacity. The ballot marking device must be capable of providing the voter with an opportunity to change the ballot or correct any error before the paper record is produced or the vote is cast.

The ballot marking device shall be capable of providing alternative language accessibility (Spanish) for approximately 47 different ballot styles pursuant to the requirements of the Voting Rights Act of 1965 (42 U.S.C. 1973aa-1a).

The ballot marking device must meet or exceed all requirements of State and Federal law for Voting Systems, including:

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- Section 301 of the Help America Vote Act of 2002 (42 U.S.C. §15301 et. Seq.)
- Title 9 of the Connecticut General Statutes

Disaster Recovery:

The Contractor shall provide reliable and comprehensive disaster recovery capabilities for the ballot marking device. Within one month of the Effective Date of the Contract, Contractor must provide a detailed disaster recovery plan acceptable to SOTS.

Project Management:

Contractor shall provide a dedicated project manager to assure the project successfully meets all deliverable deadlines and to coordinate activities across the State and municipal election officials who administer elections in Connecticut. Contractor shall provide a single, qualified individual to serve as a dedicated project manager for the period starting as of the Effective Date through full implementation of the System for the November 8, 2016 General Election. Key staff provided by the Contractor for this project may not be assigned to other projects in any way that conflicts with their ability to meet the requirements of this project.

Project Timeline:

Contractor must complete implementation and deployment of all aspects of the ballot marking device with sufficient lead-time to ensure successful utilization and full compliance with applicable federal law for the November 8, 2016 General Election. The following table identifies the critical path events and expected scheduling of those events:

Event	Date
Project Work Plan Submitted	June 1, 2016, or such other date as approved by the Department
Election Configuration	September 15, 2016
Training / Implementation	July 1, 2016 – October 30, 2016
November General Election	November 8, 2016

The Project Work Plan will be in form and substance satisfactory to the Department in all respects. The term "Election Configuration" means the Performance of any programming that will enable the System to accommodate the necessary candidates and ballot layout as

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required by Title 9 of the Connecticut General Statutes. The training required to be completed pursuant to the above table relates solely to necessary training for the November 8, 2016 General Election. Nothing in the above table relieves the Contractor from all other training that it is required to provide pursuant to this Contract.

Election Cycle:

The Contractor shall support all State elections as listed below. Successive renewal periods of the Contract will use the same election cycle, subject to any changes that may be required by law. In addition, the Contractor shall support local referenda as requested by the municipalities at a reasonable rate to be paid by the municipalities in accordance with the terms of the Contract.

Election	Month	2016	2017	2018	2019
State Primary Election	August	X		X	
Municipal Primary	March / September*		X		X
State General Election	November	X		X	
Municipal General Election	May / November*		X		X
Town Committee Primary	March	X		X	
Presidential Preference Primary	April	X			

**Currently 4 municipalities hold a municipal primary and election in March and May respectively. The remaining 165 towns hold a municipal primary and election in September and November respectively.*

Use of State of Connecticut Contracts for Listed Items:

If any item to be provided under Contract by the Contractor can be purchased by the State under a State contract at a lower unit cost than that listed by the Contractor, the Contractor shall (1) reduce the cost of the item to match the lower cost, or (2) cooperate with the third party contractor to incorporate such third party items in its solution as if Contractor supplied such items under this Contract.

Election Configuration Services:

The Contractor shall include Election Configuration services as a part of the annual maintenance Contractor is required to provide. Election Configuration services will include the creation of the ballot styles as required by Connecticut General Statutes and the SOTS in a format compatible with the System. Contractor shall Perform Election Configuration services within the following timeframes after receipt of ballot information from SOTS or municipality:

7 days or less prior to election, services must be performed within 24 hours

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8 to 30 days prior to elections, services must be performed within five (5) business days.

Over 30 days prior to elections, services must be performed within three (3) weeks.

Warranty and Maintenance:

Contractor shall provide a full warranty for all ballot marking devices for the initial Contract Term and any subsequent Contract extension periods. Contractor warrants that the ballot marking devices will remain fully operational and free from defects during the Term or Contractor shall repair or replace hardware and software as necessary for the duration of the Contract. Contractor shall notify SOTS within 24 hours upon discovery of any bugs, malfunctions and security breaches throughout the Term. Contractor shall provide customer and technical maintenance and support Services to the State and municipalities. Contractor must ensure the ballot marking device is maintained to operate and comply with a supported version of the device's base operating system for a minimum of ten (10) years from the date of initial installation.

If the ongoing Performance of Contractor's maintenance and support of the ballot marking device or the performance of the ballot marking device does not conform to Contract Section 11, System Reliability, DAS or the Department shall give Contractor written notice of performance deficiencies. Contractor shall then have not more than a thirty (30) calendar day period, unless otherwise permitted by the Department, to correct the applicable deficiency and restore the functioning of the ballot marking device to a level of operation that meets the requirements of the Contract.

Help Desk:

Contractor will provide a help desk with a toll free telephone number to facilitate support and maintenance of the ballot marking devices. Contractor provided help desk Services must be performed by well-trained support personnel, conversant in the English language. Contractor provided repair and replacement Services must be performed by original equipment manufacturer (OEM) trained, certified and authorized technicians who are well trained and experienced in the maintenance and repair of the ballot marking devices and related hardware and software, and must be capable of repairing and replacing malfunctioning ballot marking device on-site at the voting location. Contractor must provide maintenance and support within the following maximum response and resolution timeframes:

SUPPORT REQUIREMENTS

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Event	More Than 2 Weeks Before Election Day	Within the 2 Weeks Before Election Day	Day Before Election, Election Day, and Day After Election
Toll free Help Desk with capacity to accept all incoming calls	maximum wait time of 15 minutes	maximum wait time of 10 minutes	maximum wait time of 5 minutes
Issue ticket and inform user (Includes assignment of severity, priority, and required resource for tickets not immediately resolved)	within 8 hours from initial call	within 4 hours from initial call	Immediate with caller on the line
Notify user of intended action or plans to resolve issue	within 8 hours from initial call	within 4 hours from initial call	Immediate, with status updates until resolved
Successful repair or replacement with fully functioning and programmed AVS	7 Business Days from initial call	1 Business Day from initial call	within 3 hours from initial call
The Contractor must provide this service 8 a.m. to 5 p.m. Eastern Standard Time, Monday - Friday, holidays excluded, with expanded hours during SOTS specified events. Expanded times include, but are not limited to, 5 a.m. to midnight Eastern Standard Time on the day preceding an election, election day and the day after the election.			

Delivery:

The Contractor shall deliver the turn-key ballot marking device(s), together with complete instructional manuals for the ballot marking device, to the municipalities within the State at times designated by the SOTS. Contractor shall coordinate delivery directly with each city and town listed in Attachment 1, Voting Districts by Municipality.

Contractor shall Perform the following Services at time of Delivery throughout the Term:

1. Training of personnel identified by SOTS
2. System software and hardware upgrades
3. Ballot programming and administration
4. Complete system installation, set-up and testing (including software and hardware installation and set-up)

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Contractor shall Perform the following Services as needed throughout the Term:

1. Training of personnel identified by SOTS
2. System software and hardware upgrades
3. Election administration support
4. Ballot programming and administration

Training Materials and User Manuals:

User manuals for all Deliverables and training materials, in printed and electronic format, for use with Deliverables provided or Performed under this Contract shall be provided by the Contractor to the Department throughout the term of this Contract. Manuals must include complete instructions for unpacking, inspecting, installing, adjusting, aligning, and operating the ballot marking device, together with layout and interconnection diagrams, schematic and wiring diagrams, preventive and corrective maintenance procedures, and complete parts lists, manufacturer's catalog numbers, and ordering information, if applicable. Contractor grants the State full edit and duplication rights of such manuals and materials to educate voters and disability advocates in the use of the ballot marking device and related equipment.

Instruction of Personnel:

Within five business days after delivery of a ballot marking device, the Contractor shall provide instruction by qualified personnel sufficient to ensure that the ballot marking device is operated in a manner that utilizes the full extent of its design capabilities. SOTS shall designate the personnel that are to receive instruction.

Contractor shall provide on-site training for municipal registrars of voters specified by the SOTS in the following areas in a class setting of no more than forty (40) individuals:

1. Prior to delivery of the ballot marking device(s), training on unpacking, assembling and acceptance testing of the ballot marking device.
2. Proper use of the ballot marking device, including maintenance, storage and transportation procedures.
3. Procedures to be used to accomplish ballot programming and installation
4. Instruction manuals that include procedures to be followed by poll workers. The Contractor shall supply sufficient copies for distribution to all election officials.

Contract Separately/Additional Savings Opportunities

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DAS reserves the right to either seek additional discounts from the Contractor or to contract separately for a single purchase if, in the judgment of DAS, the quantity required is sufficiently large to enable the State to realize a cost savings over and above the prices set forth in Exhibit B, whether or not such a savings actually occurs.

Security and/or Property Entrance Policies and Procedures

Contractor shall adhere to established security and property entrance policies and procedures for each polling location. It is the responsibility of the Contractor to understand and adhere to those policies and procedures prior to any attempt to enter the polling location for the purpose of carrying out the scope of work described in this Contract.

ATTACHMENT 1 - VOTING DISTRICTS BY MUNICIPALITY
 ITB 16PSX0043 TURN-KEY BALLOT MARKING DEVICES

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Andover	1	East Hartford	7	Monroe	4
Ansonia	7	East Haven	7	Montville	6
Ashford	1	East Lyme	3	Morris	1
Avon	3	Easton	1	Naugatuck	10
Barkhamsted	2	East Windsor	2	New Britain	17
Beacon Falls	1	Ellington	2	New Canaan	3
Berlin	5	Enfield	4	New Fairfield	2
Bethany	1	Essex	1	New Hartford	2
Bethel	5	Fairfield	10	New Haven	33
Bethlehem	1	Farmington	6	Newington	8
Bloomfield	6	Franklin	1	New London	7
Bolton	1	Glastonbury	9	New Milford	7
Bozrah	1	Goshen	1	Newtown	4
Branford	7	Granby	2	Norfolk	1
Bridgeport	25	Greenwich	19	North Branford	2
Bridgewater	1	Griswold	2	North Canaan	1
Bristol	10	Groton	8	North Haven	5
Brookfield	2	Guilford	5	North Stonington	1
Brooklyn	1	Haddam	3	Norwalk	14
Burlington	1	Hamden	10	Norwich	6
Canaan	1	Hampton	1	Old Lyme	1
Canterbury	1	Hartford	24	Old Saybrook	2
Canton	1	Hartland	1	Orange	2
Chaplin	1	Harwinton	2	Oxford	1
Cheshire	9	Hebron	1	Plainfield	5
Chester	1	Kent	1	Plainville	4
Clinton	1	Killingly	8	Plymouth	2
Colchester	4	Killingworth	1	Pomfret	1
Colebrook	1	Lebanon	1	Portland	1
Columbia	1	Ledyard	2	Preston	1
Cornwall	1	Lisbon	2	Prospect	2
Coventry	2	Litchfield	4	Putnam	2
Cromwell	1	Lyme	1	Redding	2
Danbury	7	Madison	2	Ridgefield	4
Darien	6	Manchester	10	Rocky Hill	3
Deep River	1	Mansfield	4	Roxbury	1
Derby	2	Marlborough	1	Salem	1
Durham	2	Meriden	17	Salisbury	1
Eastford	1	Middlebury	1	Scotland	1
East Granby	2	Middlefield	1	Seymour	3
East Haddam	1	Middletown	14	Sharon	1
East Hampton	1	Milford	9	Shelton	6

ATTACHMENT 1 - VOTING DISTRICTS BY MUNICIPALITY
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Sherman	1	Windsor Locks	2
Simsbury	4	Wolcott	3
Somers	2	Woodbridge	1
Southbury	5	Woodbury	2
Southington	12	Woodstock	1
South Windsor	5		
Sprague	1	TOTALS.....	734
Stafford	3		
Stamford	23		
Sterling	1		
Stonington	5		
Stratford	12		
Suffield	1		
Thomaston	1		
Thompson	4		
Tolland	2		
Torrington	8		
Trumbull	4		
Union	1		
Vernon	6		
Voluntown	1		
Wallingford	9		
Warren	1		
Washington	1		
Waterbury	23		
Waterford	4		
Watertown	4		
Westbrook	2		
West Hartford	9		
West Haven	10		
Weston	2		
Westport	9		
Wethersfield	10		
Willington	1		
Wilton	3		
Winchester	1		
Windham	5		
Windsor	7		