STATE OF CONNECTICUT
DEPARTMENT OF INFORMATION TECHNOLOGY
CONTRACTS & PURCHASING DIVISION
101 EAST RIVER DRIVE, 4th Floor
EAST HARTFORD, CT 06108-3274
www.ct.gov/doit

BID NUMBER
07ITZ0128
Purchasing Contact: Jacqueline Shirley
E-mail Address: Jacqueline.Shirley@ct.gov

SP-11 Rev. 03/06

Invitation To Bid
Specifications & Bid Documents Attached

Bid Number: 07ITZ0128

Bid Opening Date & Time: January 14, 2008 @ 2:00PM

Bid Class/Sub-Class & Description: 5020 - Enhanced Web Content Management System

Requesting Agency: Department of Information Technology

SPECIAL INSTRUCTIONS - PLEASE TAKE NOTE OF THE FOLLOWING:
- **3 years with three (3) one year extension options at the State's sole discretion**
- **An optional Vendor Conference for this Bid will be held on Thursday, December 13, 2007 @10:00 AM at the Department of Information Technology, 101 East River Drive, E. Hartford, CT – Room 4214B**
- **Question Deadline: December 17, 2007 @3:00 PM (ET)**
- **This replaces the following contract award in part or in total: None.**
- **Please pay close attention to the Agency Specifications document as it contains requirements that must be adhered to for this Bid.**

Note:

*When returning the **original & ten copies** of your bid response, use the* <u>mailing label format</u> *below on all sealed bid envelopes.(It has been perforated for your convenience)*

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

NOTICE TO VENDORS:
Logon to:
http://www.ct.gov/doit/cwp/view.asp?a=1306&Q=254998&doitNav=|
Click on the link **Register for Bidder Notification** complete the form to automatically receive a summary of new Bids & RFP's *via e-mail.*

Return Bid To:
STATE OF CONNECTICUT
DEPARTMENT OF INFORMATION TECHNOLOGY
IT CONTRACTS & PURCHASING DIVISION, 4th Floor
101 EAST RIVER DRIVE
EAST HARTFORD, CT. 06108-3274
Attn: Jacqueline Shirley
<u>**SEALED BID NO.:**</u> **07ITZ0128**
<u>**NOT TO BE OPENED UNTIL:**</u>
Monday, January 14, 2007 @ 2:00 PM

Check at the Security Desk for the Bid Opening Room:

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

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SP-26 Rev. 03/06

BID PROPOSAL

BID NUMBER	BID OPENING DATE	BID OPENING TIME	BID SURETY	DATE ISSUED
07ITZ0128	**January 14, 2008**	**2:00 PM (ET)**	**NONE**	**November 30, 2007**

DESCRIPTION: **Enhanced Web Content Management System**

COMMODITY CLASS/SUBCLASS: **5020**	Agency Requisition Number(s):

FOR: **Department of Information Technology** **101 East River Drive** **East Hartford, CT 06108**	TERM OF CONTRACT / DELIVERY DATE REQ'D: **3 years with three (3) one year extension options at the State's sole discretion**

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

AFFIRMATION OF BIDDER: The undersigned bidder affirms and declares:

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

BIDDER INFORMATION SECTION

COMPLETE BIDDER NAME (Trade Name, Doing Business As)		SSN OR FEIN NUMBER	
BIDDER STREET ADDRESS	CITY	STATE	ZIP CODE
CONTACT NAME (TYPED OR PRINTED)	TELEPHONE # TOLL-FREE #	FAX #	
Written Signature of Person Authorized to sign Bids on behalf of the Above Named Bidder		DATE EXECUTED	
TYPE OR PRINT NAME OF AUTHORIZED PERSON	TITLE OF AUTHORIZED PERSON		
BIDDER E-MAIL ADDRESS	BIDDER WEBSITE		

BUSINESS TYPE: ☐ PROPRIETORSHIP (Individual) ☐ PARTNERSHIP *(you must attach the names and titles of all partners)*

☐ CORPORATION Type of Corporation: State Incorporated in:

STATE EMPLOYEES must indicate your Position, Agency & Agency Address:

Current DAS *certified* CT Set-Aside business: ☐ YES *(copy of certificate included with bid)* ☐ NO

Has your business received funding from the Small Business Association? ☐ YES ☐ NO

Is your business reportable to the IRS? ☐ YES *(1099/W2 will be mailed to you at year end)* ☐ NO

REMITTANCE INFORMATION:
(if different from above address)

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BID SCHEDULE

BID OPENING DATE	DELIVERY TIME	PAYMENT TERMS	CASH DISCOUNT
January 14, 2008	**N/A**	**Net 45 Days**	% Days
Page 1 OF 4	BIDDER NAME		SSN or FEIN#

Payment terms are net 45 days. *Pricing includes all transportation charges FOB state agency.*

Department of Information Technology is soliciting bids for

An Enhanced Web Content Management System

ITEM #	DESCRIPTION OF COMMODITY AND/OR SERVICE
	Enhanced Web Content Management System – Please provide pricing for delivery of an Enhanced Web Content Management System that conforms to all requirements listed in the Agency Specifications document. Pricing must be detailed as specified below.
1	**Licensing** $_____
2	**Implementation –** including Installation & Customization $_____
3	**Maintenance** (Please provide pricing below that reflects your company's product maintenance policies and procedures. Also please list what is specifically included in the price provided for Maintenance.) _____ _____ $_____
4	**Support** (Please provide pricing below that reflects your company's product support policies and procedures. Also please list what is specifically included in the price provided for Support.) _____ _____ $_____
5	**Data Migration** $_____

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ITEM #	DESCRIPTION OF COMMODITY AND/OR SERVICE
6	**Training – <u>Product Administrator Training</u>** For individuals responsible for administering and maintaining the system as well as supporting other System Administrators. Please provide a Daily Rate for this type of Training below: **Pricing: $**_____
7	**Training – <u>System Administrator Training</u>** Please provide a Daily Rate for this type of Training below: **Pricing: $**_____
8	**Training – <u>Content Administrator Training</u>** Please provide a Daily Rate for this type of Training below: **Pricing: $**_____
9	**Training – <u>Train the Trainer Training</u>** Please provide a Daily Rate for this type of Training below: **Pricing: $**_____
10	**Training – <u>Help Desk Training</u>** Please provide a Daily Rate for this type of Training below: **Pricing: $**_____
	**OPTIONAL FEATURES (Features that may or may not be purchased)** **(Please provide pricing for the features below that reflects the additional costs for inclusion of each feature)**
1	**Blogging: $**
2	**Forum/Discussion Groups: $**
3	**RSS Feeds: $**
4	**Wiki's: $**
5	**Chat: $**
6	**Photo Gallery: $**
7	**Link Verification: $**
8	**Search Engine: $**
9	**Web Analysis: $**

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OPTIONAL FEATURES (Features that may or may not be purchased) Cont'd (Please provide pricing for the features below that reflects the additional costs for inclusion of each feature)	
10	**Collaboration: $**
11	**Historical Archiving: $**

This bid will be a Total Award of: $_____
(do not include Option Items 1-11 in Total above)

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Please *list any deviations* from specifications here:

Bidder Contact: _____

Address: _____

Phone: _____ Fax: _____ E-mail: _____

Representative that will *service* the **Enhanced Web Content Management System**:

Name: _____

Address: _____

Phone: _____ Fax: _____ E-mail: _____

Notes:

1. Ensure you have read and understand the terms and conditions of this contract. Bidders must comply with the attached Standard & Special Bid and Contract Terms and Conditions, Standard Bid & Contract Terms & Conditions, and Agency Specifications

2. Any corrections must be initialed.

3. Send an **original** and **(10) copies** of your bid per instructions on SP-11 ITB.
   We do not accept e-mailed or faxed bids. Bids must be SEALED and delivered by Friday, January 14, 2008 @ 2:00 p.m. (ET).

All correspondence regarding this Invitation to Bid must be in *writing* and submitted to:
Jacqueline.Shirley@ct.gov
-or-
Attn.: Jacqueline Shirley, Bid # **07ITZ0128**
DOIT - Contract & Purchasing Division
101 East River Drive
East Hartford, CT 06108

AGENCY SPECIFICATIONS
Invitation To Bid #07ITZ0128
ENHANCED WEB CONTENT MANAGEMENT SYSTEMS

SCOPE

The Department of Information Technology (DOIT) is seeking bids on a Web Content Management System (WCMS) to manage all Executive Branch Agencies' websites within the State of Connecticut. The WCMS plays an important role in the overall State of Connecticut E-Government Strategy as the public-facing "look-and-feel" for many of the planned initiatives roadmapped by the E-Government program. (See below for more details on this strategy.)

The Web Content Management System (WCMS) is expected to be an off-the-shelf product which requires minimal customizations to install and integrate with State of Connecticut and DOIT standards. Customizations should not include any alterations of the product code, any modifications that are not supported by the vendor or the service agreement, or any changes that will require re-implementation after upgrades, patches, or service pack releases. Customizations can include modifications to templates and template design, integration with other DOIT applications and/or appliances, and specific changes requested by DOIT.

BACKGROUND

The State of Connecticut, Department of Information Technology currently supports 112 websites using the existing WCMS, which includes approximately 34,000 html pages and 131,000 non-html files. The existing WCMS is managed by five full time State of Connecticut employees with the assistance of the CMS vendor. It is hosted on IIS Web Servers and SQL Server 2000 database servers. It utilizes an appliance for load balancing, and user information and roles are stored in a proprietary application and separate database.

DOIT's supporting staff are considered "Product Administrators" of the system. Each website also has one System Administrator, one backup and as many Content Administrators as needed, which are located at the responsible agency. The System Administrator is the primary point of contact with DOIT staff and supports all Content Administrators on their site. DOIT performs all level 1-3 support and relies on the vendor for level 3 escalation.

DOIT has trained approximately 130 system administrators and 570 content administrators. The Content administration training has been primarily outsourced to a training vendor, while system administration training was done one-on-one with DOIT staff.

The state is anticipating the same support structure with the new system. Over the next two (2) years, three (3) additional staff members will be hired to assist with the support and application integration of the new system.

E-GOVERNMENT STRATEGY

The State of Connecticut EGOV program has been established to create a common electronic interface for state services and to provide more consistent access to public information. The intent is to reduce governmental bureaucracy while also reducing citizen and business travel time and expense.

A citizen or business will be able to inquire of state services, apply and receive licensing credentials, report sightings of common interest to the community, and receive feedback in the form of images or information files. Desktop media will be enhanced to include mobile service for field inspections, law enforcement and

citizen based inquiries and reporting. Citizen based services will be enhanced to permit reporting of potential law violations, accidents, animal sightings, and significant weather and environmental events (fire, flood, power lines).

The traditional transaction service will be enhanced to be instructive and tutorial in nature (e.g., utilizing drop-downs, window-boxes for context-sensitive help) and support a multi-language format. Permits and license fees will utilize credit card and E-checking for payments. Where legally permissible, forms will be translated to electronic media.

Subscription services will be available to the citizen community for storing a variety of digital media that promotes community, business, and cultural activities. Subscription services may also be available for specific notifications (Sex Offender Registry, Public Health notices, Beach and Park closings).

In an era of profit margins, compromised electronic services, and confidentiality, the state EGOV program will take the lead in ensuring offered activities are secure and reliable. Common, standards-based practices will be employed and constantly upgraded for identity management, encryption and electronic commerce for all state electronic business functions.

BIDDER INSTRUCTIONS

Included with this Invitation To Bid (ITB) are two (2) items that must be returned with your bid response: Appendix A, the PIM (Product, Implementation, & Maintenance) document and Appendix B, the Requirements spreadsheet.

Failure to complete and submit either sheet in its entirety will result in disqualification of bid response.

Appendix A – PIM Document

The PIM document is divided into three (3) major sections, Product/Architecture Information, Implementation Approach, and Maintenance/Support. Each section contains numbered items, but each section is titled in bold at the beginning of the section for easy identification.

All items within each section of the PIM document must be addressed by the vendor. All aspects of each section must be covered within the limitations provided below.

Bidders are expected to provide a proper descriptive response that is clear, articulate, and appropriate. Each numbered item's narrative response should be no longer than one (1) 8½"X11" page in Arial font (size 10), however, any additional charts, diagrams, work plans, etc. may be included as attachments. Each narrative response (and any supporting materials) must clearly reference, in the upper right-hand corner, the section and line item number it is responding to.

Appendix B - Requirements Spreadsheet

Once the vendor completes the spreadsheet as outlined below, the spreadsheet must be printed out and returned with the ITB. **All fields must be legible and visible to be considered.**

Section Overview

Base Functionality - Any features (as described in the bolded Feature Title) in this section must be available in the product solution.
- **If a feature is not available in the product, the product solution does not qualify and will not be evaluated.**

Enhanced Functionality – Features in the section are non-essential but if the product has these features it will be rated higher.

Architecture and Standards – There are both essential and non-essential features in this section. If a feature is marked "E" (Essential), it must be available in the product solution.
- **If an essential feature is not available in the product, the product solution does not qualify and will not be evaluated.**

Optional Features – These features are non-essential and may be purchased individually at DOIT's discretion. (Third party relationships are acceptable)

Below is an example of the Requirements spreadsheet:

	Column						
	A	B	C	D	E	F	G
Section	**Part 1 – Base Functionality**						
	Category	**Functionality**		**Y/N**	**Screen Shot**	**Description**	**Answer**
Feature Title	Editor Specifications	**HTML Editor for non technical staff (Majority of content administrators do not know html)**					
Item	Editor Specifications	Ability to easily apply formatting and basic html functions (insert hyperlinks (internal and external), insert bookmarks, insert files and images, insert email address, etc.) to content within the editor.	E		SS of interface		
	Editor Specifications	Ability to edit html pages in either a design mode or directly in the html code	E				
	Editor Specifications	Ability to utilize the undo function when editing in the html view	N			How many undo levels are supported	

Please follow the instructions below for completing this spreadsheet. **Incomplete or incorrectly filled-out spreadsheet responses will result in disqualification of the Bid response.**

- Each item on the spreadsheet must have a response except as noted below.
- Every item requires a Y or N (Yes or No) response in Column D.
  - *"Y" is defined as "The vendor solution has this functionality and is included in the price listed in Item #1 on the Bid Schedule."*
  - *"N" is defined as "The vendor solution does not provide this functionality for the price listed in Item #1 on the Bid Schedule."*
- Each feature has a Title row which will be in bold. This line does not have to be answered.
- Items that have a gray background and/or are marked with an "E" in column C are essential to have within the product.
  - **If the product does not provide each of those items, it does not qualify and will not be evaluated.**
- Items marked with an "N" in column C are considered non-essential, but if the product has these items it will be rated higher.
  - **If an item is marked with an "N" (Non-Essential) in column C and the vendor responds "N" to it, no Screen Shots or Description answers are required for that item.**
- Items that require a screen shot will have "SS of…", in the column E. For these items, provide a screen shot of the requested feature.
  - In the upper-right-hand corner, each screen shot must have a clear reference to the item number listed in Appendix B.
  - **Failure to provide any requested screen shot may result in a lower evaluation score.**
- For items that have a follow-up question listed in column F, please respond for that line item.
  - Responses must be entered directly into Column G.

o   Responses should not be longer than 500 characters per question.
o   **Please Note: Responding vendors are expected to provide a proper descriptive response that is clear, articulate, and appropriate.**

Please refer to the following examples:

Unacceptable Response to Question
Item: Ability to utilize the undo function when editing in the html view **Question:** How many undo levels are supported **Unacceptable Response:** "The product can undo edits in the HTML view."
Acceptable Response to Question
Item: Ability to utilize the undo function when editing in the html view **Question:** How many undo levels are supported **Acceptable Response:** "The product has the ability to undo up to 10 levels by default, although this can be customized through each site's settings."

APPENDIX A - Product Implementation and Maintenance (PIM) Document

Section 1 - Product/Architecture Information

1. **Product Version:** Provide product version information which must include, but not be limited to, product name, version number, service packs, and date version was released for general use.

2. **Architecture Design (Reference Appendix C for Standards):** Vendors must present a detailed architecture design for the proposed product along with a text description and annotated diagram (or diagrams). Descriptions and diagrams must clearly identify Middleware products, interfaces, message formats and component functions. The design documents must include, but are not limited, the following:

    2.1. **Server descriptions**—general functions and operational software components deployed (e.g., IIS, FTP, other services activated).

        2.1.1.   Describe each server to server connection and communications dialog with protocols, type of message or content and paths. The diagrams should also show the (numbered) sequence of the communications dialog. These descriptions should include both internal and external environments (as appropriate).

    2.2. **Network**—servers and the zones (user, DMZ, server zone, database zone at minimum) in which the servers are hosted, firewalls, network protocols, port requirements (specific port, range, configuration capability). This description should include both internal and external environments (as appropriate).

    2.3. **Physical and Logical Data Flow**

3. **Language:** Describe what language the product is written in.

Section 2 - Implementation Approach

The vendors must describe the proposed business and technical approach to providing a complete solution as relates to the following:

1. **Risk Statement:** Describe the risks associated with the implementation and migration, the actions expected to be taken to address and mitigate the risks and the role the State is expected to play in mitigating the risks.

2. **Implementation Work Plan:** At a minimum the plan should address:
    2.1.   Required vendor administration tasks and management overhead, such as status meetings, report submissions, cost and quality reviews, and documentation.
    2.2.   Provide a project plan with an implementation timeline not to exceed one year including but not limited to the following:
    2.2.1.   A proposed schedule of tasks to be completed
    2.2.2.   Vendor and/or State resources assigned to each task
    2.2.3.   Acceptance of plan
    2.2.4.   Data gathering on current CMS
    2.2.5.   Complete Training for Product Admins
    2.2.6.   Environment set up
    2.2.7.   Installation on Staging Environment[1]
    2.2.8.   Test Staging Environment
    2.2.9.   Standard Template Creation
    2.2.10. Develop migration process (scripts/tools)
    2.2.11. Test migration process
    2.2.12. Installation on Production Environment

2.2.13. Test Production Environment
2.2.14. Customer Acceptance
2.2.15. Determine Phases (what agencies are in each) – DOIT responsibility
2.2.16. Initiate migrations (Phase 1)

2.3. Warranty and Support Phase (12 months)

The work plan should include, but not be limited to, Gantt charts showing the time lines, recommended tasks, task dependencies, milestones, and resource allocations.

[1] *Installation will be performed on site at 101 East River Drive, East Hartford, CT. The new system will be installed on staging servers and fully tested before moving to production. If vendor involvement is required for installation, work space and access to servers will be provided on site with DOIT staff members' assistance.*

Migration from existing WCMS to New WCMS: Vendor must develop a process to migrate all sites from our current WCMS to the new system with minimal input from our client agencies. The migration process must include all html content, files, style sheets, navigation, and forms; and all the relative hyperlinks must be updated. We also need to migrate routing profiles, registered users (and associated roles and eAlert subscriptions), calendar items, and settings. The vendor of the current WCMS will be available for consultation and possible assistance to determine the best way to get content from one system to the other.

Assumptions
- Vendors should assume the State will participate during implementation and migration.
- State would prefer to stagger site migrations.

3. Vendors must identify, define, and show examples of the methodology and tools it proposes to use to fulfill all migration requirements.
4. Vendors must specify all security measures to be employed.
5. Vendors must indicate their approach to maintain site integrity and quality assurance.
6. If additional software is planned, identify package and include cost in proposal.

7. **Training:** Vendor must state their responsibility for the content and delivery of all CMS training and provide examples of their training methodology.

   7.1. **Product Administrator Training**
   Vendors must provide examples of their standard approach for training the Product Administrators who will be administering and maintaining the system and supporting all other System Administrators. Include information on content format, delivery method, and instruction hours.
   7.2. **System Administrator Training**
   Vendors must provide examples of their standard course material for System Administrator training. Include information on content format, delivery method, and instruction hours.
   7.3. **Content Administration Training**
   Vendors must provide examples of their standard course material for Content Administrator training. Include information on content format, delivery method, and instruction hours.
   7.4. **Help Desk Training**
   Vendors should provide examples of their standard course material for DOIT Level 1 Help Desk personnel, as that group will need to be familiar with the system and its problem resolution protocols. Include information on content format, delivery method, and instruction hours.

Section 3 - Maintenance/Support

1. **Maintenance:** Vendor must provide details of their product maintenance policies and procedures. It should include, but not be limited to, descriptions of upgrade schedules and emergency fixes. Vendor and DOIT responsibilities must be clearly stated.

2. **Support:** Vendor must provide details of their support policies and procedures. Please respond separately for business hours support and off hours support. It should include, but not be limited to: the number of support hours included annually, the level of staff available to answer questions, the "not to exceed" response times and escalation criteria and procedures. Vendor and DOIT responsibilities must be clearly stated. The plan shall also identify whether application support is to be conducted from within the State's network backbone or from an external source outside of the State's firewall systems which must be done using the State VPN.

E = Essential, N = Non-essential							
	Category	**Functionality**	**E/N**	**Y/N**	**Screen Shot**	**Description**	**Answer**
		Part 1 - Base Functionality					
	Distributed Content Management	**Distributed content management w/role basing (Including but not limited to sections of site, individual pages, navigation and special features)**					
1	Distributed Content Management	Ability to limit access to update and/or view content to a granular level. (Including but not limited to folder, subfolder, section and content)	E			Describe what levels you can limit access to	
2	Distributed Content Management	Ability to limit who can view content to specific text within a page. Example, users logged in with assigned permissions will see a paragraph that a non logged in user w/o permission would not see.	N				
	Online Interface	**Ability to update content through an online interface**					
3	Online Interface	Ability to update websites from anywhere with internet access	E			Is any client software required besides browser	
4	Online Interface	Must be able to update content from MS Internet Explorer	E				
5	Online Interface	Ability to use other internet browsers	N			List supported browsers and versions	
6	Online Interface	Ability to update from a PC environment	E				
7	Online Interface	Ability to update from a Mac environment	N				
8	Online Interface	Ability to update from any mobile device	N			What mobile devices can be used and are there any limitations	
	Editor Specifications	**HTML Editor for non technical staff (Majority of content administrators do not know html**					
9	Editor Specifications	Ability to easily apply formatting and basic html functions (insert hyperlinks (internal and external), insert bookmarks, insert files and images, insert email address, etc.) to content within the editor.	E		SS of the editor interface		
9.1	Editor Specifications	Formatting includes but is not limited to: bullets, numbering, bold, italic, underline, indenting, font and highlight color, background color, etc.	E				
	Editor Specifications	When uploading image files into the editor the administrator must be able to do the following:					
10.1	Editor Specifications	Alt text must be required	E				
10.2	Editor Specifications	Ability to define image height and width	E				
10.3	Editor Specifications	Ability to create thumbnail images and define height or width	N				
11	Editor Specifications	Ability to easily create image maps including alternate text	N				
12	Editor Specifications	Ability to embed video and player controls within content	N			Describe how this is accomplished	
13	Editor Specifications	Ability to easily apply pre-defined custom styles	E				
14	Editor Specifications	Ability to easily bring in content to the html Editor from MS Office creation tools	E				
15	Editor Specifications	Ability to easily remove or neutralize the proprietary code that is included in Word and Excel documents when converted to html	N			Describe how this is accomplished	
16	Editor Specifications	Ability to edit html pages in either a design mode or directly in the html code	E				
16.1	Editor Specifications	In html view the tags should be color coded and include line numbering	N				
16.2	Editor Specifications	When switching between design and html view the same selection should stay highlighted for both	N				
17	Editor Specifications	Ability to utilize the undo function when editing in the html view	N			How many undo levels are supported	
18	Editor Specifications	Ability to use find and replace for text and html code within a specified group of pages	N				
18.1	Editor Specifications	Ability to undo a find and replace	N				
19	Editor Specifications	Must have integrated Spell-Check	E				

20	Editor Specifications	Ability to designate a master page that could be called in every time a new page is added (ex - press release with same header on every page)	N			Describe how this is accomplished
21	Editor Specifications	Ability to automatically have last modified date appear on content. This feature should be enabled per folder/section or site	E			
21.2	Editor Specifications	Content administrators should have ability to suppress updating of last modified date (For example, when fixing typos)	N			
22	Editor Specifications	Ability to incorporate RSS Feed/XML directly to content page	N			
	Table creation & editing	**Easy to manage table creation and modification**				
23	Table creation & editing	User-friendly interface to create and modify tables. This interface will allow user to modify height, width, background color, cell padding, cell spacing, border size, border color, table heading, title row, font size, font style, and font color.	E		SS of table interface	
23.1	Table creation & editing	Ability to add 1 or more rows or columns, above or below current row	N			
23.2	Table creation & editing	Ability to select and edit properties for more than 1 cell/row/column at a time	N			
24	Table creation & editing	Ability to easily resize tables including rows and columns, preferably using "Click and Drag" method	E			
25	Table creation & editing	Support and manage nested tables	E			
	Content Sharing	**Ability to Share content within a site or other sites in multiple ways to accommodate goals**				
26	Content Sharing	Ability to insert content on any particular section of the website, including on a separate content page (Ex. FrontPage Includes)	E			Describe how this is accomplished
27	Content Sharing	Ability to place files in a global place for all sites to utilize	N			
27.1	Content Sharing	Ability to restrict modify and delete rights to Product Administrators	N			
28	Content Sharing	Ability to share content between sites and keep it in sync (syndication)	N			
	Scripting Support	**XML and Scripting Editing Ability**				
29	Scripting Support	Ability to support Scripting Languages	E			List supported languages
30	Scripting Support	Ability to easily insert, edit, and save scripting code w/Access to HEAD tag, if necessary. (For advanced Technical Staff)	E			How is it inserted and edited
31	Scripting Support	Ability to reference external scripting files within HEAD or BODY tags (Ex, .js file)	N			
32	Scripting Support	Ablity to bulk import and export XML content	N			
	Management of files	**Manage Files (HTML, Word, Excel, PDF, GIF, JPEG, etc)**				
33	Management of files	All files should be easily uploaded singly or in batches using the WCMS	E			
34	Management of files	Ability to designate which folder/subfolder files are uploaded to	E			
35	Management of files	Ability to move a single file, a batch of files or a folder from one folder to another and have internal hyperlinks updated	E			
35.1	Management of files	Perform this function utilizing drag & drop technology	N			
36	Management of files	When a user renames a file, the links to that file should be automatically updated	E			
37	Management of files	Ability to copy a single file or batch of files to another folder	N			
38	Management of files	Users with the proper roles should be able to delete files (either singly or in batches).	E			
39	Management of files	Users should be able to easily determine where a given file is linked from. Preferably, this list should provide direct links to these pages.	N		SS of the list	
40	Management of files	Ability to have content pages, folders, and sub-folders displayed in multiple sorting order (alphabetical, date, etc.) as decided by content administrator	N			
41	Management of files	Ability for administrators to view the last modified date in the content directory without having to open the page	N			
42	Management of files	Ability to export files	N			
	Publishing Options	**Publishing Options**				
43	Publishing Options	Users should be able to easily view both the staged version of the content and the published version and easily determine which state content page is in	E		SS of interface	
44	Publishing options	Ability to unpublish pages	E			
45	Publishing Options	All content should have the ability to be published and/or unpublished on pre-determined dates. (This refers to visibility to the public, not deletion.)	N			
45.1	Publishing Options	Ability to set this feature at the individual page level or at a section/folder level	N			

	Print Version	**Print Version Option**					
46	Print Version	Must print content , not template, and should accommodate print size so no content is cut off	E				
47	Print Version	Ability to have a "Print Version" link display automatically on page	E				
48	Print Version	Location of the Print Version should be standard on each page (but customizable by site)	N				
49	Print Version	Print Version option should be able to be turned on/off on a section, folder, and page level	N				
	Versioning	**Content Versioning**					
50	Versioning	Ability to easily preview and revert to previous versions	E				
51	Versioning	Ability to always recall last published version	N				
52	Versioning	Ability to save an adjustable number of versions determined by site administrator	N			What is maximum number of versions that can be saved	
53	Versioning	Ability to track changes that were made on each version	N			How are they tracked	
54	Roles	**Ability to apply specific roles/permissions to users. Roles should include but are not limited to:**	E			Please attach list of standard roles and functionality	
	Roles	Product Administrator (access to everything on all sites)					
	Roles	System Administrator (access to everything on one site)					
	Roles	Content Administrator (access to add and modify content. No rights to publish w/o approval or to delete content)					
	Roles	Delete Role (access to delete content off of site)					
	Roles	Bypass Routing/Workflow (access to publish content and skip workflow)					
	Roles	Ability to specify which content/folder they can modify					
	Roles	Routing/Workflow approver (designated as approver of content in workflow process. May have no other admin roles)					
	Roles	Notification Administrator (access to send notification and designate groups it goes out to)					
	Roles	Feature Administrator (access to specific features) Ex. Calendar, blogging, etc.					
	Roles	Custom Roles (ability to set up roles to restrict access or viewing of designated content)					
55	Roles	Ability to create groups of users	N				
56	Roles	Ability to assign roles to individuals and groups	N			Describe how this is accomplished	
	Workflow - Content Routing	**Workflow - Ability to send content through an approval process before it can go live on the site**					
57	Workflow - Content Routing	Must be able to view and approve all aspects of the content before it's put into production	E				
58	Workflow - Content Routing	Must have ability to set multiple levels of approval	E				
59	Workflow - Content Routing	Must have the ability to designate multiple approvers at each level	E				
60	Workflow - Content Routing	Routed content can be viewed by designated people without approving it	N				
61	Workflow - Content Routing	Ability to have multiple workflow processes per site	E				
61.1	Workflow - Content Routing	Ability to designate workflow processes to user or folder level	N			Describe how this is accomplished	
62	Workflow - Content Routing	Ability for originator and approvers to add comments throughout the workflow process (journaling)	E				
63	Workflow - Content Routing	Ability for content owner to call back content sent through workflow before it has reached the end of the approval process	N				
64	Workflow - Content Routing	Must notify originator when content is approved or rejected	E				
65	Workflow - Content Routing	If content is in the workflow process, it cannot be modified until the content has reached a final disposition or it has been called back (see "call-back" above)	E				

66	Workflow - Content Routing	Ability to have a workflow queue	N				
67	Workflow - Content Routing	Ability to track the content through the workflow process	E			How is it tracked	
68	Workflow - Content Routing	Ability to identify rejected content that has been resubmitted for approval	N				
69	Workflow - Content Routing	Ability to view routing history for specific content	N				
70	Workflow - Content Routing	Ability for approver to designate an alternate that can approve content for them when they are out of the office	N				
71	Workflow - Content Routing	Ability to create dynamic, if/then workflow decision trees	N			Describe how this is accomplished	
72	Workflow - Content Routing	Include page title and content submitters name to subject of email sent to workflow approver (title can be truncated)	N				
73	Workflow - Content Routing	Ability to set automated tasks per site to remove outdated items from queues	N				
	Common Templates	**Common templates**					
74	Common Templates	Ability to apply predefined site templates to State of Connecticut websites	E			Describe how templates are applied	
	Common Templates	Predefined site templates should include:					
74.1	Common Templates	Standard site layout width, fixed and/or percentage (Resize based on monitor resolution)	E				
74.2	Common Templates	Common footer for privacy and disclaimer policies	E				
74.3	Common Templates	Standard location for common links on all sites that are customizable per site (home, login, search, contact us, about us, head of agency info, address)	E				
74.4	Common Templates	Ability to choose multiple color schemes with same layout	E				
75	Common Templates	Product Admins will be able to create and modify templates and apply them with little difficulty	E			Describe how templates are created and modified	
76	Common Templates	When a change is made to the template, it automatically gets applied to all sites using that template	E				
77	Common Templates	Ability to view through multiple devices (handhelds)	E				
78	Common Templates	Customization of templates by individual page or section. Items include:	E				
78.1	Common Templates	Admins can turn on/off the Right Nav at the page, folder, or site level	E				
78.2	Common Templates	Admins can turn on/off the Left Nav at the page, folder, or site level	E				
78.3	Common Templates	Admins can add/switch/remove Right Nav groups at the page and folder levels	E				
	Navigation	**Navigation**					
79	Navigation	Ability to easily set up navigation that will carry through-out site	E				
80	Navigation	Ability to have multiple levels of navigation	E			Describe how multiple levels are displayed	
81	Navigation	Ability to use multiple navigation groups throughout the site	E				
81.1	Navigation	Must be an easy way for content administrators to apply those navigation groups	E			Describe how multiple navigation groups are implemented on a single site	
82	Navigation	Ability to set role based navigation	E				
83	Navigation	Ability for navigation in left or top to have an easy to maintain flyout menu	N			Describe how they are created	
84	Navigation	Ability to display users path through site (breadcrumbs)	N				
85	Navigation	Ability to change banners based on section/folder level	N				
	CSS	**Cascading Style Sheet integration**					
86	CSS	Ability for product admin to modify the master style sheets	E				

87	CSS	Ability for site style sheet to inherit settings from master style sheet (if using a site style sheet)	E			
88	CSS	Ability to create and apply custom style sheets to folders and content	E			How are they applied
89	CSS	Site style sheet must be automatically applied to all html pages	E			
90	CSS	Ability to easily code style sheets	N			
			\			
	Flash	**Flash integration**				
91	Flash	Ability to incorporate flash files into content	E			
	Custom Error Pages	**Custom Error Pages (Including 400 errors, 500 errors, and WCMS/portal error messages)**				
92	Custom Error Pages	Ability to create custom error pages on a system-wide basis	E			
93	Custom Error Pages	Ability to create custom error pages on a site-by-site basis	N			
94	Custom Error Pages	Ability to designate as part of the error message which server the error originated on (if using load balanced servers)	N			
95	Custom Error Pages	Product Admins should have the ability to globally override site error messages in emergency situations if necessary	N			
	Accessibility	**Accessibility**				
96	Accessibility	Section 508 Compliance for End Users	E			
97	Accessibility	Section 508 Compliance for Content providers and administrators	E			
98	Accessibility	Must have a VPAT	E			Attach a copy of the VPAT or provide a url
	URL Remap	**URL Remapping for User Friendly URL's - If urls are not meaningfu**				
99	URL Remap	Ability to create customizable URLs to "mask" true URLs. This will be used for marketing purposes.	E			Describe how this is accomplished
	URL Remap	Example - Remap set up so http://www.ct.gov/ctgrown goes to http://www.ct.gov/doag/site/default.asp				
100	URL Remap	Product Admins should be able to see all Remaps for all sites	E			
101	URL Remap	Ability to limit access to add remaps	N			
102	URL Remap	System Admins should only be able to create Remaps for their own sites	N			
103	URL Remap	Ability to modify an existing remap	N			
104	URL Remap	Ability to enforce standards for remap naming	N			
	Administration Help	**Help Options for administrators**				
105	Administration Help	Integrated (pre-populated) Help Screens within the administration side	N		SS of help screen	
105.1	Administration Help	Ability to add/modify help screens at global or site level (Product and System Admin only)	N			
106	Administration Help	Must provide a simple and easy to follow user manual	E			
	Online Forms	**Online Forms**				
107	Online Forms	Ability to create online forms through an easy interface for non-technical users	E		SS of interface	Describe tool sets that can be used to create form
108	Online Forms	Ability to customize the form look and layout	E			
109	Online Forms	Capability of creating multiple page forms	N			
110	Online Forms	Ability to populate fields based on user input on previous dropdowns (Ex. Based on state selected, the list of counties for that state would display)	N			
111	Online Forms	Ability to send form output to email, multiple file formats, and external database.	E			
111.1	Online Forms	Ability to create a simple non-proprietary database (SQL Server preferred)	N			
111.2	Online Forms	Ability to customize the results output email	N			
112	Online Forms	Ability to designate the sender that appears on the email	N			
113	Online Forms	Ability to display lookup tables in a database or XML	N			
114	Online Forms	Ability to customize a confirmation page for each form	E			
115	Online Forms	Security measures in place to ensure there are no injection vulnerabilities	E			

	Audit Reports	**Audit Reports (Items below do not have to be an individual report as long as data is available somewhere**				
116	Audit Reports	Integrated reporting tool	N		What tool and version does it utilize and is it upgradable	
117	Audit Reports	Product Admins should be able to globally audit users. Such as determining when and where they registered first, how many sites they have registered on, their user information, and roles on each site they have registered.	N			
118	Audit Reports	System Admins should have the ability to run reports on users registered including their registration information and the roles they have on their site.	N			
119	Audit Reports	System Admins should have the ability to view a report on content such as creation and last modified date and by whom, what changes were made, if it is an orphan, and the last routing disposition.	N			
120	Audit Reports	Audit content as a site. This includes how many pages and files are on the site, what types of files they are, which are active, which are in route, which are rejected, and last modified dates.	N			
121	Audit Reports	Ability to run a report of all content on the site and have the choice to view or edit the page	N			
122	Audit Reports	Ability to run a report of all external hyperlinks included within a site	N			
123	Audit Reports	Report on active workflow/routing activity (Tracking for page, section/group, owner, approver, status, and duration)	N			
124	Audit Reports	Report on historic workflow/routing activity	N			
	Notification	**End User Notification System (Email Alerts)**				
125	Notification	Ability for users to self-subscribe and unsubscribe from topics	E		How is this accomplished	
126	Notification	Users are responsible for selecting which topics they want to receive alerts on	E			
126.1	Notification	Ability to have multiple subscription topics per site	E			
126.2	Notification	Topic names and descriptions are customizable.	E			
127	Notification	Collect minimal personal information in registration process	N		List what information is mandatory for a user to register	
128	Notification	Ability for content admins to flag content so an email notification is generated	N	SS of how it's flagged		
129	Notification	Content page must be approved prior to releasing notification	N			
130	Notification	Ability for a designated administrator to release the notification. Release of notification should include:	E		Describe process to send out the notification	
130.1	Notification	Ability to customize the notification text and title	E			
130.2	Notification	Ability to send to multiple groups including topics, listservs, roles, and manually entered email addresses.	E			
130.3	Notification	Ability to manually create a reusable group of email addresses (like listserv)	N			
131	Notification	When sending to multiple groups, email addresses that are in more than one group only receive one email (duplicates dropped)	E			
132	Notification	Ability to easily preview recipients of the notification prior to sending	N			
133	Notification	Ability to schedule date and time notification is sent out	E			
134	Notification	HTML or plain text options for body of email	E			
135	Notification	Ability to create a free-form notification not based on update of content	E			
136	Notification	Ability to throttle email as it is sent so email servers are not overtaxed	E		Describe how this is accomplished	
137	Notification	Ability to support sending notification to a minimum of 10,000 users	E			
138	Notification	Ability to archive past notifications	N			
139	Notification	Provide a success/fail report on notifications sent out (not individual delivery, just server)	N			
140	Notification	Ability to request return-receipt on emails when they are opened	N			
141	Notification	Ability to set automated tasks per site to remove outdated items from queue	N			
	Calendar	**Calendar**				
142	Calendar	Ability to create and maintain calendars for non-technical users	E		SS of interface	
143	Calendar	Ability to have multiple calendars or sub calendars per site	E			

144	Calendar	Multiple (sub) calendars can roll-up into one main calendar on the site	E				
145	Calendar	Ability to restrict admin on a (sub) calendar-by-calendar basis	E				
146	Calendar	Ability to restrict view of (sub) calendars on a (sub) calendar-by-calendar basis	E				
147	Calendar	Calendars can be shared across sites.	N				
148	Calendar	Calendar appearance can be customized by Site Admin	N		SS of interface		
149	Calendar	Ability to batch upload events	N				
150	Calendar	Calendar event fields must include at least the following: Name of event, location, description (HTML-based), recurrence, contact information, date, starting time, and ending time.	E				
151	Calendar	Recurrence field offers at least the following options: Daily, Weekly, Monthly, Quarterly, Yearly, Specified day (Ex. 3rd Tuesday of every month), and specific number of days (every 16 days).	N				
152	Calendar	Recurrence can be stopped on a specific date	N				
153	Calendar	Ability to add links and supporting documentation to events	E				
154	Calendar	Ability to display one event on multiple calendars without replicating it	N				
155	Calendar	Ability to create dynamic display of events on Home Page	N		SS of display		
155.1	Calendar	Only future and current events display on home page	N				
156	Calendar	Admin and User ability to customize calendar display (days, weeks, months, specified numbers of days, etc.)	N				
157	Calendar	API for Calendar functions (.net or Java) for the purpose of integrating calendar function with external applications	N				
158	Calendar	Ability to easily scroll through events for current and future months	N		SS of different views		
159	Calendar	Ability to view an entire year of events	N				
160	Calendar Registration	Users can register for events on calendar	N				
161	Calendar Registration	Users can keep track of events they have registered for	N		SS of user list		
162	Calendar Registration	Updates or canceling of events automatically notifies registered users	N				
163	Calendar Registration	If more people register than seats, a Waiting List is created and maintained by the system. (The system will notify users of their position on the Waiting List, and if a spot opens up, the system will automatically notify the next person that they have been registered.)	N				
164	Calendar Registration	Registered Users can designate someone else to take their place	N				
165	Calendar Registration	Should be integrated with site registration	N				
166	Calendar Registration	Admin can specify number of seats for an event	N				
167	Calendar Registration	Admins can confirm attendance manually after the event. (To actually track who attended versus who registered but didn't show up)	N				
168	Calendar Registration	Admins will be able to generate a report of who has registered for each event	N				
169	Calendar Registration	Admins will be able to generate a report of which events a user has attended on their own site (User perspective)	N				
170	Calendar Registration	Product Admins will be able to generate a report of which events a user has attended across all sites (User perspective)	N				
171	Calendar Registration	Admins can send supporting documentation, forms, evaluations to registered users. This can be scheduled or ad hoc	N				
		Enhanced Functionality					
	File Locking	**File Locking**					
172	File Locking	Ability to check-in/check-out content	N				
173	File Locking	System Admins should have the ability to override this lock, if necessary	N				
174	File Locking	Ability to easily identify who has locked a specific file	N				
	Common Page Customization	**Common Page Customization**					
175	Common Page Customization	Ability to add customized text per site to common pages to all sites. (Ex. The login and logout page, the registration page and the subscription page)	N				
	Enterprise Functionality	**Enterprise Functionality**					
176	Enterprise Functionality	All administrative functions that have multiple pages of data should have ability to search and/or skip directly to designated page number	N				

177	Enterprise Functionality	Ability for administrators to easily maintain queues including deleting old items singly or in batches.	N			
	Custom Site Messages	**Custom Site Messages -** A site message is a page that results from an action. (Ex. When a user logs in to the system a site message may appear that says "Welcome John to the State of Connecticut Website" or when they logout, Thank you John for visiting the CT.gov site, come back soon")	N			
178	Custom Site Messages	Ability to create site messages (on a site-by-site basis)	N			
179	Custom Site Messages	Should be able to create multiple site messages per site.	N			
180	Custom Site Messages	Ability to modifiy site messages by situation. This should include the ability to quickly change the site messages based on circumstances.	N			
181	Custom Site Messages	Product Admins should have the ability to globally override all site messages quickly and easily in emergency situations.	N			
	Home Page Content Promotion	**Promote content to be viewed for a specified period of time on the home page (just title and teaser with link to full page)**				
182	Home Page Content Promotion	Ability to promote content dynamically to the main home page	N		Describe how this is accomplished	
183	Home Page Content Promotion	Ability to post content on the home page on specific date and to have it come off at a pre-determined date	N			
184	Home Page Content Promotion	Ability to notify content owner when content is set to come off the home page	N			
185	Home Page Content Promotion	Ability to post content from other sites on home page	N			
186	Home Page Content Promotion	Content approvers should see that content has been flagged to show on home page when approving	N		SS of approver view	
	Index Pages	**Dynamically generated index page listing all content in a folder/subfolder (see example at http://www.ct.gov/governorrell/cwp/browse.asp?A=2791&BMDRN=2000&BCOB=0&C=21272 - as soon as content is published it show up automatically on this page**]				
187	Index Pages	List must include title of page as hyperlink	N			
188	Index Pages	List has the option to display meta description as a teaser beneath title	N			
189	Index Pages	Content only displays when published	N			
190	Index Pages	Content can be sorted manually, alphabetically, or chronologically (in both directions)	N			
190.1	Index Pages	If sorted chronologically, ability to include dates in display	N			
191	Index Pages	Ability to edit the top of the dynamic list (Introduction, images, etc.)	N			
192	Index Pages	Ability to add Next and Previous Links to scroll between pages	N			
	Audio/Video Library	**Searchable Audio/Video Libraries**				
193	Audio/Video Library	Ability to search all types of audio/video files formats (MPEG, WMV, MP3, MP4, WAV, etc)	N			
194	Audio/Video Library	Ability to search audio/video files by their titles	N			
	Site Poll	**Site Poll (Simple online survey that has one question with multiple choice answers that immediately displays standing results to user)**			SS of interface	
195	Site Poll	Ability to create and maintain site polls on a site-by-site basis	N			
196	Site Poll	Ability to view results and print and save electronically.	N			
197	Site Poll	User should be able to place the poll on their site anywhere	N		2 SS of poll in two different places (browser view)	
198	Site Poll	Polls can be shared between sites and results combined	N			
199	Site Poll	Ability to add display date range for poll to appear on site	N			

	Site Map	**Site Mapping - dynamic creation of site map**				
200	Site Map	Ability to add meta or topic data to create dynamic site map	N			Describe how this is accomplished
201	Site Map	Accommodate dynamic site map in some other way	N			Explain any other methods
202	Workflow - Tasks	**Ability to assign and track tasks**	N			How are tasks defined and tracked
		Architecture and Standards				
	Meta Data	**Meta Data**	E			
203	Meta Data	Ability to support metadata schemas out of the box	N			List Schemas available
	Performance Enhancement	**Perfmance Enhancement**				
204	Performance Enhancement	Ability to enhance performance through product features (caching, load balancing, etc)	N			List tools are available
	Host Headers	**Host Headers**				
205	Host Headers	Ability to have multiple host headers per site	E			
	Passwords	**Passwords**				
206	Passwords	Passwords must be a minimum of 8 characters long	E			
207	Passwords	Passwords must allow case-sensitive letters, number, and symbols	E			
208	Authentication	Ability to replace the product's Authorization and Authentication modules with modules of our choosing	E			Describe how this is accomplished
	SSL	**SSL support**				
209	SSL	Any sensitive data must be accessed through SSL (ex. Password changes)	E			
	Portlets	**Support for portlet standards**				
210	Portlets	Support for Java Specification Request 168 (JSR 168)	E			
211	Portlets	Support for Web Services for Remote Portlets (WSRP)	E			
212	Portlets	Support for .Net Web Parts	E			
213	Portlets	Interoperability between JSR 168 and .NET WSRP	N			
214	Source Code Repository	**Ability to store user developed source code in a repository**	E			
	Application Development	**Application development templates**				
215	Application Development	Templates for forms, reports, simple applications	E			List what templates are available and how they are modified
216	Application Development	Form/Application designer	N		SS of interface	Description of tool set available
216.1	Application Development	Drag and drop development	N			
216.2	Application Development	Code free development	N			
216.3	Application Development	Access to multiple data sources	N			List what data sources are supported
216.4	Application Development	Advanced capabilities for programmers	N			Describe capabilities
	Intranet	**Ability to make intranet sites**				
217	Intranet	The ability to create an intranet site with access to only one agency (View and Administer)	E			

#	Category	Description			Notes	
218	Intranet	The ability to create intranet site as a sub-web of the parent site	N			
219	Intranet	The ability to create a separate intranet site	E		List how product accomplishes Intranet capability (role based, ip filtered, architecture, etc)	
		Part 2 - Optional Features (priced individually)				
	Blogging	**Blogs (Web Logs)**				
220	Blogging	Ability to create and maintain blogs	N		Describe how this is accomplished	
221	Blogging	WYSIWYG Editor	N		SS of interface	
222	Blogging	Ability to limit who can view blogs	N			
223	Blogging	Ability to limit who can comment on blogs	N			
224	Blogging	Ability to upload files	N			
225	Blogging	Ability to preview user posted content before it's added to site (moderator)	N		Describe process	
226	Blogging	Ability to notify users of new posts through email and RSS feeds	N			
227	Blogging	Blogs can be listed in chronological order (forward or back) based on admin's choice.	N			
228	Blogging	Blogs can be shared across sites				
228.1	Blogging	The same blog can be viewed on more than one site	N			
228.2	Blogging	The same blog can be administered from more than one site	N			
229	Blogging	Anti-Spam protocols - Controls should be in effect to prevent spamming of blogs.	N		Describe measures that are in place	
230	Blogging	Security measures in place to ensure there are no injection vulnerabilities	N			
	Forum/Discussion Group	**Forum/Discussion Groups**				
231	Forum/Discussion Group	Ability to have flat and threaded discussions on multiple topics.	N		Describe how this is accomplished	
232	Forum/Discussion Group	WYSIWYG Editor	N		SS of interface	
233	Forum/Discussion Group	Ability to limit who can view forum/discussion	N			
234	Forum/Discussion Group	Ability to limit who can add to forum/discussion	N			
235	Forum/Discussion Group	Ability to edit, delete, and move any thread on the forum	N			
236	Forum/Discussion Group	Ability to preview user posted content before it's added to site (moderator)	N		Explain process	
237	Forum/Discussion Group	Ability to notify users of new posts through email and RSS feeds	N			
238	Forum/Discussion Group	Ability to post a profile in which users contact info and/or descriptions of current projects can be easily added	N			
239	Forum/Discussion Group	Anti-Spam protocols - Controls should be in effect to prevent spamming	N		Describe measures that are in place	
240	Forum/Discussion Group	Security measures in place to ensure there are no injection vulnerabilities	N			
	RSS Feeds	**RSS Feeds/Podcasts**				
241	RSS Feeds	Non-Technical users should be able to create and post RSS Feeds	N		Describe process to post	
242	RSS Feeds	Ability to track number of subscribers to each feed	N			
243	RSS Feeds	Ability to throttle download of feed (bandwidth)	N		Describe how this is accomplished	
	Wikis	**Wikis**				
244	Wikis	Ability to create and modify wikis	N		Describe how they are created and modified	
245	Wikis	WYSIWYG Editor	N		SS of interface	

#	Category	Description					
246	Wikis	Ability to limit who can view wiki	N				
247	Wikis	Ability to limit who can add to wiki	N				
248	Wikis	Ability to upload files	N				
249	Wikis	Anti-Spam protocols - Controls should be in effect to prevent spamming	N			Describe measures that are in place	
250	Wikis	Security measures in place to ensure there are no injection vulnerabilities	N				
251	Chat	**Live Chat feature**	N		SS of interface	Describe how it works	
	Photo Gallery	**Photo Gallery**					
252	Photo Gallery	Non-Technical users can create and maintain a photo gallery section	N			Describe how they are created and maintained	
253	Photo Gallery	Ability to set the thumbnail standard height or width	N				
253.1	Photo Gallery	Ability to override thumbnail standards	N				
254	Photo Gallery	When reducing photo size for thumbnails, user should have an option to constrain proportions within standards set	N				
255	Photo Gallery	Photo Galleries should have standard layouts	N		SS of 2-3 standard layouts	Provide number of layouts available	
256	Photo Gallery	Multiple Photo Galleries per site	N				
257	Photo Gallery	Photo Galleries can be shared across sites. This should include the entire gallery or just individual photos.	N				
	Link Verification	**Link verification**					
258	Link Verification	Link checker that will verify all hyperlinks on a site are working properly	N				
259	Link Verification	All admins who maintain content should have access to link checker	N				
260	Link Verification	Link checker will produce a easy to read report with active links to pages where "bad" links are found.	N		SS of 1 page of report		
261	Link Verification	Link checker will provide the actual error received for "bad" links (404, 500, etc.)	N				
262	Link Verification	Link checker will provide easy interface for repairing links	N		SS of interface		
263	Link Verification	When correcting a link, the link will update in all instances on the site. (The user should only have to update the link once.)	N				
		Search Engine					
264	Search Engine	Ability to search full text and meta data on all common web file types (Including but not limited to PDF, DOC, XLS, PPT, HTML, XML, ASP, PHP, JPEG, GIF,MP3, MP4, WMW, SWF)	N			What are search results weighted by	
265	Search Engine	Ability to search one site or all sites that are part of a collection (Ex. Each agency site searches itself and main portal sites searches all agency sites)	N				
266	Search Engine	Ability to support https	N				
267	Search Engine	Ability to allow/disallow designated sites, pages or group of pages	N				
268	Search Engine	Ability to search protected content and display only to users with permissions	N				
269	Search Engine	If search term is spelled incorrectly, it gives alternative spelling option	N				
270	Search Engine	Ability for user to sort results in multiple ways (relevance, date, broken hyperlinks, etc)	N				
271	Search Engine	Ability to set up topic based hierarchy through tagging	N				
272	Search Engine	The ability to create predefined links with keywords or phases and have them display prominently on the results page	N			Describe how this is accomplished	

#	Category	Requirement					
273	Search Engine	Ability to customize search results page	N		SS of standard version and 1 SS of a custom version		
274	Search Engine	Ability to run reports (top search, least searched, keywords used, etc)	N				
275	Search Engine	Ability to search a minimum of 300,000 pages	N				
276	Search Engine	Ability to restrict the administration of the search to product admins	N				
	Web Analytics	**Web Analytics**					
277	Web Analytics	Admins can run these reports at will for their specific sites. (Users will be at multiple locations)	N				
277.1	Web Analytics	Admins should only be able to run and view reports for their designated sites	N				
278	Web Analytics	Product Admins can run these reports for individual sites or combine all sites for analysis.	N				
279	Web Analytics	Product Admins assign permissions and manage profiles for all sites	N				
280	Web Analytics	Reports must contain all entries with counts above zero (0). All pages and files within a site must be accounted for in these reports.	N				
281	Web Analytics	Reports can analyze various date ranges: Day, Week, Month, Quarter, Year, and Custom Date Ranges.	N				
282	Web Analytics	List must be sortable by all of the following criteria: Date Range, File Name, File Type, Number of Hits	N				
283	Web Analytics	Statistics must be comparable. A compare of the same data for different dates or date ranges.	N		SS of report		
284	Web Analytics	Reports must be printable. Preferred outputs are Microsoft Word, Excel and Adobe PDF, although other formats may be acceptable.	N				
285	Web Analytics	Ability to distribute Reports electronically for review.	N				
286	Web Analytics	Ability to distribute reports electronically based on pre-defined criteria	N			Describe how this is accomplished	
	Web Analytics	Web Analytic Reports should include but are not limited to the following:					
287	Web Analytics	Provide list of top pages per site (all file types except images (.gif, .jpg, .png, .psd, etc.))	N		SS of report		
287.1	Web Analytics	Page title should be displayed (not just file name)	N				
288	Web Analytics	Provide a report that shows the top entry pages for the site	N				
289	Web Analytics	Provide a report that shows the top paths leading from each page. "Where does a user go after leaving a specific page?"	N		SS of report		
290	Web Analytics	Provide a report the shows where a user came from directly prior to hitting a specific page (referrer). This can include internal pages and external pages.	N				
291	Web Analytics	Provide a report that shows the top exit pages for the site	N				
292	Web Analytics	Provide a report that shows the top paths through the site. "What path do most users take when visiting my site?"	N				
293	Web Analytics	Provide a report of all of the pages that were the only page a visitor came to on my site during their visit	N				
294	Web Analytics	Provide a report that shows which search engine was used to produce a link that a user used to get to the site.	N				
295	Web Analytics	Provide a report that shows which words or phrases were used in a search engine to produce a link that a user used to get to the site.	N		SS of report		
296	Web Analytics	Provide a report that shows which meta keywords were used in a search engine to produce a link that a user used to get to the site.	N				
297	Web Analytics	Provide a report that lists which browsers (and versions of those browsers) most users used to access the site.	N				
298	Web Analytics	Provide a report that lists which operating systems (and versions of those operating systems) most users used to access the site.	N				
299	Web Analytics	Provide a report that lists which scripting engines (and versions of those engines) most users used to access the site	N				
300	Web Analytics	Provide a report that lists all of the errors that occurred on the site	N				
301	Web Analytics	Provide a report that lists which links produced each error	N				
302	Web Analytics	Provide a report that lists a breakdown of the load-balancing of the servers that the site resides on.	N		SS of report		
	Collaboration	**Collaborate Easily and Effectively**					
303	Collaboration	Single workspace for teams to coordinate schedules, organize documents, and participate in discussions	N			Describe how this is accomplished	
304	Collaboration	Available as intranet or extranet	N				

305	Collaboration	Ability to manage document libraries, lists, calendars, contacts, tasks, and discussion boards offline, and to synchronize changes when reconnected to network	N			
306	Collaboration	Ability to initiate and control self-service workstations and tasks, and manage participation of other - within parameters set by Site or Product Admins	N			Describe how this is accomplished
307	Collaboration	Recycle Bin retrieval for deleted files	N			
308	Collaboration	Integration with all Microsoft products	N			
	Historical Archive	**Historical Archive**				
309	Historical Archive	Ability to capture, catalog, and preserve online material for historical purposes	N			Describe how this is accomplished
309.1	Historical Archive	Ability to easily retrieve snapshots of pages at a point in time (for viewing only)	N			Describe how this is accomplished
310	Historical Archive	Ability to restore folder	N			

APPENDIX C

1. ARCHITECTURE GUIDELINES FOR WEB-BASED APPLICATIONS

1.1 PURPOSE

These Web Development Guidelines are intended to inform prospective bidders of the State's IT architecture, including various standards and guidelines that support our web-based computing environments – intranet, extranet, and Internet.

Bidders must meet all State of Connecticut (State) and Department of Information Technology (DOIT) standards. Failure to meet with these standards will result in disqualification of the Bid response.

1.2 ARCHITECTURE GUIDELINES BACKGROUND

The State has built, and is committed to maintaining a secure, cost effective computing environment capable of supporting various web pages and applications.

The State must protect its investment by ensuring that vendors develop according to the State's architecture requirements. Compliance with these standards will ensure the portability necessary to host agency applications and web pages and will also ensure the compatibility, reusability, and scalability of applications. The goal of these standards and architectures is to enhance an agency's ability to shorten development time, ensure security and reliability, and extend application longevity.

In addition to the guidelines within this document, the State has adopted a set of Conceptual Architecture Principles. These principles are intended to align technology solutions that meet the current business needs of the State.

In sum, to make the highest and best use of the State's IT assets, these guidelines have been prepared. Compliance with the standards and guidelines shall be considered when evaluating bids for state computer systems. The Department of Information Technology (DoIT) will not approve any procurement for products or services that would result in a contravention of these guidelines.

1.3 REQUIREMENTS

Web applications shall be designed with the presentation, business logic and data layers both logically and physically separated to increase portability, scalability, re-usability and to support simplicity. This design is commonly referred to as n-tier application development architecture.

The State requires the use of at least 3 logical tiers implemented as at least 3 physical security zones. These tiers are presentation, business or application logic, and data base (or data storage). While both the presentation and business/application tiers may reside on web servers and communicate through web services, they cannot be combined. DOIT standards do not allow any direct presentation layer access to the database.

As an example using a Microsoft based solution architecture (see figure below) this would imply an IIS web server, a separate IIS based application server (for ASP.NET, or VB.NET or C#.NET object and application components, plus data access), and an SQL Server or other DBMS on a third server. These servers are physically located in security zones isolated from one another by firewalls. (Note: VMware

partitions can be used instead of physical servers, but the traffic between the partitions must be through either hardware or software firewalls.)
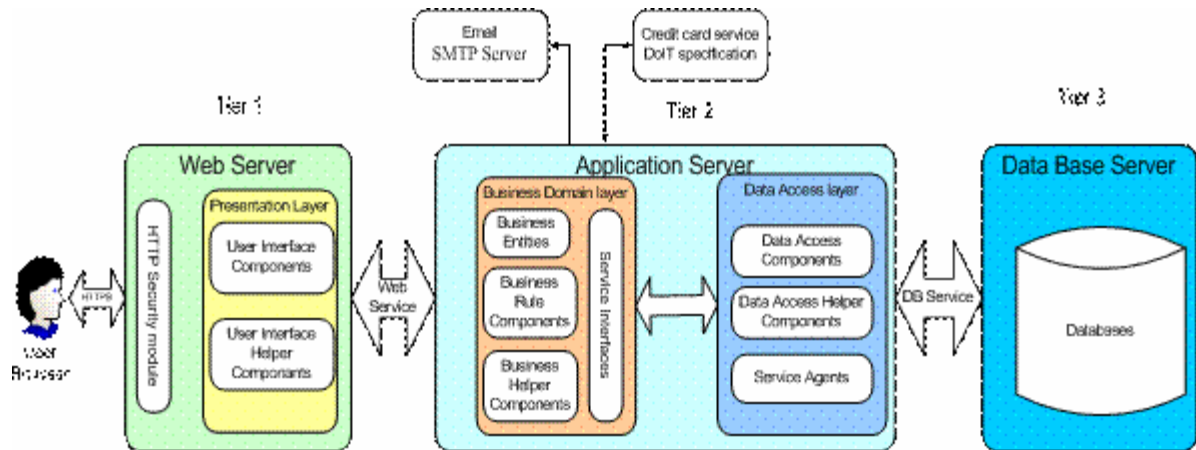
Technology Standards: The State maintains a dynamic listing of current technology standards for consideration in new application and web page development. These are available in Section 5 of this attachment or on the DOIT website at the following URL: (http://www.ct.gov/doit/cwp/view.asp?a=1245&q=253976&doitNav=|)

1. **Accessibility:** All applications and pages developed for the State must be compatible with the principles and goals contained in the electronic and information technology accessibility standards adopted by the Architectural and Transportation Barriers Compliance Board under Section 508 of the Federal Rehabilitation Act of 1973 (29 U.S.C. 749d), as amended, and with the State Accessibility guidelines developed pursuant to HEA 1926, Acts of 2001. These guidelines are listed via a link available at http://www.access.state.ct.us/policies/accesspolicy40.html.

2. **Hosting:** Both the logical and physical separation of the presentation, application and database layers is crucial to the State's hosting strategy. The Technical Review Board will conduct a technical evaluation of each application. This evaluation, among other reviews, will determine the appropriate location and security zone for hosting each of the presentation, application and database layers/servers. The technical evaluation will occur in the Business Requirements Analysis phase (or early in the System Design phase) of the State's System Development Methodology.

   All Web Servers must use Windows 2003 or higher as the Operating System, and they must use IIS 6.0 or higher. The servers must support the ASP.Net 2.0 or higher framework as well.

3. **Database:** DOIT supports SQL 2005 or Oracle as their database platforms, however, SQL is preferred.

4. **Language:** DOIT prefers vendors not use Open Source code, but will consider Open Source code solutions if the code is supported from a commercial source.

5. **Security – Protocols:** Only HTTP and HTTPS traffic (port 80 and port 443) will be allowed from the client to the Presentation layer through the State's firewall systems for Internet based applications. Extranet applications must use the State VPN for communications between the client and Presentation layer.

   Applications requiring additional ports opened on the State's firewall systems are strongly discouraged. In all cases, no direct client access to either the Business Logic layer or Database layer will be permitted.

If a specific technical solution requires that additional firewall ports be opened, then the presentation of that technical solution must include and clearly identify the advantages to the state for taking on such an additional security risk.

Applications and solutions will be designed to allow for the configuration of ports utilized at implementation, however, applications and solutions will not utilize or implement dynamic allocation of ports.

6. **Security - Vulnerabilities for Web-Based Applications:** Safeguards must be included in all applications to protect the State's data and technical resources.

    Presentation layer coding must include (at a minimum) specified user input validation checks to guard against unauthorized access.

    The State does not dictate how developers will address vulnerabilities, only that they be able to demonstrate that vulnerabilities are addressed.

    It is also required that vendors address new vulnerabilities as they are identified.

7. **Security – Web Authentication and Authorization:** The State's direction is to allow users to input the same username and password to access different services. In addition, the State intends to provide a single data source for role assignments and a single maintenance point for all web based applications.   This strengthens the State's goal of providing a common look and feel environment in which users perceive they are interacting with State government as a whole, as opposed to many agencies and departments individually.

    a. The use of a secondary or alternate sign-on process is not allowed. All agency-specific secondary sign on processes are in addition to, not in lieu of, the above mentioned authentication products. Multiple factor authentication is also allowed as a complement to the single sign-on solution. The use of Active Directory for authentication is limited to Exchange, legacy support and file and print scenarios.

8. **Security Review:** The State reserves the right to test all applications from a security perspective and require that any vulnerabilities identified by such testing be subject to remediation. Testing will occur prior to implementation and may occur post implementation (possibly on a recurring basis).

9. **Development, Test and Production Servers, Monitoring and Logging:** All web-based applications must be tested in an appropriate n-tiered environment to ensure compatibility, reliability and reasonable performance under load while operating in the State's production environment. It is anticipated that the sophistication and completeness of the testing environment, tools and procedures will be proportional to the size and complexity of the target system. The test environment configuration, tools and procedures will be presented to the agency and the production hosting organizations for review and approval. Applications in development or test status will not be permitted on production servers.

    DOIT maintains an Operational Controlled Environment. Vendors will not be allowed direct access to the production environment. All work performed by the vendor will be completed in the development and/or staging environments. Vendors will only access the staging environment through VPN access or by being on-site at DOIT.

    DOIT does not allow products to have "back-door" access.

10. **Disaster Backup and Recovery (DBAR):** All critical applications will be designed with Disaster Recovery and Business Continuity in mind.

11. **Messaging:** The State is now requiring the use of XML as "the" format for most inter-application messaging. You must explain how your proposed design utilizes XML for this purpose. You must explain how your design utilizes XML between components for intra-application messaging. You must identify the source of the XML Schema or Document Type Definitions (DTDs) utilized in your design.

The implemented solution must comply with the Department of Information Technology's Enterprise-wide Technical Architecture (EWTA) guidelines and standards.

1.4 DOIT ARCHITECTURE STANDARDS

The following lists encompass the State of Connecticut Department of Information Technology minimum acceptable architectural standards for web-based applications. While all of these standards are valid, some may not apply to your product solution. They are provided to gain a more complete view of the technology utilized in this shop.

Application Development Domain Standards 17-OCT-2006

Technical Standards
- *Client Interface Standards*
    - Web Browser User Interface
    - PDA - Microsoft Mobil 5.0
- *Standard Business Tier Languages*
    - COBOL LE
    - JAVA (J2EE 1.4 SDK) for use with WebSphere 6.0 (for new projects) J2EE 1.3 SDK for use with WebSphere 5.1 (for "legacy" application support only)
    - VB 2005 (for new projects) VB.NET 2003 (for "legacy" application support only)
    - ASP.NET 2003 .NET Framework 2.0 (for new projects); .NET 1.1 for "legacy" application support only)
- *Inter/Intra Application Communication*
    - SOAP ver 1.2
    - XML ver 1.0 / 1.1
    - W3C XML Schema ver 1.1
    - XSLT 1.1
    - XPath 1.0
- *Web Development Standards*
    - ASP.NET 2005
    - HTML 4.0
    - Java Server Pages / Servlets
    - JScript (limited client side edits, dynamics)

Product Standards
- *Software Development Kits (SDKs)*
    - SUN J2EE 1.4 SDK (JAVA)
    - Microsoft .NET 1.1 SDK
- *Integrated Development Environments (IDEs)*

- o Borland JBuilder Enterprise 2006 (JAVA)
- o Visual Studio 2005 (note: this does not include the Team version)
- o Blue Sky RoboHelp (Help file creation)
- *Configuration (Source Code) Management*
  - o **Mainframe**
    - ▪ HCM (IBM)
  - o **.NET**
    - ▪ Microsoft Visual SourceSafe 6.0c
- *Object Modeling Tools*
  - o **.NET**
    - ▪ Visual Modeler (part of Visual Studio 2005)
- *Enterprise Reporting / Structured Information Delivery*
  - o **Mainframe**
    - ▪ QMF (Mainframe only)
  - o **Server Based**
    - ▪ Crystal Professional 11
      - • MS SQL Server Report Services 2005 (.NET only)
- *Ad Hoc Query/Analysis*
  - o **Mainframe**
    - ▪ QMF
  - o **Desktop**
    - ▪ SAS
- *Geographic Information Systems (GIS)*
  - o ESRI ArcGIS Desktop 8.x (Includes ArcView 8.x and ArcInfo 8.x)
  - o Intergraph GeoMedia Professional 5.x (limited)
  - o ESRI ArcPad 6.x
  - o ESRI ArcIMS 4.x
- *Standard Project Management Tools*
  - o MS Project (individual)
- *Application Coding Standards*
  - o **VB.net**
    - ▪ Visual Basic .2005 (for new projects) VB.NET 2003 (for "legacy" application support only)
- *Video Media Content Creation*
  - o **Live Broadcast**
    - ▪ Microsoft Media Encoder ver. 9
  - o **Mixed PowerPoint and Video**
    - ▪ Microsoft Producer for PowerPoint 2003

Collaboration Domain Standards 10-OCT 2006

Technical Standards
- *Protocols*
  - o SMTP 3.0
  - o MIME
  - o LDAP
  - o XML 1.0 3rd Edition
  - o Novell DirXML

Product Standards
- *E-Mail; Calendar Sharing/Scheduling*
  - o **Server Products**
    - ▪ Exchange 2003

- o **Client Products**
  - ▪ Outlook 2003
  - ▪ Outlook Web Access 2003
- *Extended Collaboration*
  - o Exchange 2003 (routing of documents)
  - o FileNet P8 Document Management
  - o FileNet P8 IDM & Desktop Capture
    - ▪ Traction 3.x (Threaded discussions and blogs)
- *Process Management*
  - o FileNet P8 Workflow
- *Directory Services*
  - o Active Directory - Mail Account Mgmt for Exchange 2003
  - o Active Directory - Win2003 Server file and print services
  - o NDS e-directory ver 8.9 (for web authentication and for single sign-on)
- *Secure E-Mail and FTP*
  - o Tumbleweed MailGate (updated version of Tumbleweed)

Other Standards
- *Web Related*
  - o DSF Portal Management 2.x
  - o Web Accessibility Standards - 508 compliant
- *Office Productivity*
  - o MS Office XP (2003)

Data Management Domain Standards 17-OCT-2006

Data Base Products
- *Mainframe*
  - o IBM DB2
- *Server Based Products*
  - o ORACLE VER 10
  - o SQL Server 2000 / 2005
  - o IBM DB2 (UDB)
- *GIS Data Base (Specialty)*
  - o ESRI ARCSDE
  - o ESRI GEO DB
- *Desktop*
  - o MS Access 2002/XP (Personal)
  - o SAS

Tools
- *Data Modeling Tools*
  - o ERWIN
- *Database Back-up and Recovery*
  - o **"Batch"**
    - ▪ DB2 UTILITIES
    - ▪ ORACLE UTILITIES
    - ▪ IMPORT/ EXPORT
    - ▪ SQL SERVER UTILITIES
  - o **"Live Backup"**
    - ▪ Tivoli Storage Manager 5.2
    - ▪ EMC Agent
    - ▪ ETL (Extract Transform Load)

- **Mainframe**
  - INFORMATICA

Data Base Middleware
- *Language/Product Specific*
  - ADO dot NET (2003)
  - DB2 CONNECT-DRDA
  - JDBC ver 2.1
- *Generic*
  - ODBC 3.x
  - OLE DB

Middleware Domain Standards 10-OCT-2006

Technical Standards
- *Interface / Transport*
  - **Protocols/APIs**
    - ODBC 3.x
    - JDBC ver 2.1
    - AMI (IBM)
    - OLE DB
    - MSMQ API
    - XPath 1.0
  - **Messaging Format**
    - SOAP 1.2
    - XML 1.0 / 1.1
    - EDI X12
    - UDDI v 2.0 / 3.0
- *Object Oriented*
  - **RPC/API**
    - OMG/CORBA
    - RMI over IIOP (Sun)
  - **JAVA**
    - JTS ver. 1.0
    - EJB (J2EE 1.4)
    - J2EE 1.4
  - **.NET**
    - DNA/DCOM+ (Microsoft)
    - .NET (Microsoft)

Product Standards
- *TP Monitors*
  - IBM TX Series (CICS)
  - Microsoft MTS
  - JTS ver. 1.0
- *Terminal Emulation (3270)*
  - **Server Based**
    - IBM WebSphere Host Publisher
  - **Personal Computer Based**
    - Basic: MochaSoft TN3270 (FREE)
    - Advanced: Seagull BlueZone
- *Messaging*
  - WebSphere MQ V5.2 (IBM)
- *Application Integration*

- o **Integration Servers**
    - Oracle 9iAS Application Server (for Oracle only environments)
    - IBM WebSphere 6.0 (for new projects) WebSphere 5.3 for "legacy" application support only
- o **Integration Software**
    - WebSphere Message Broker
    - .NET (Microsoft)

Other Standards
- *Message Definitions*
    - o XSL 1.0 (XSL-FO)
    - o EDI X12
    - o EDI UN/EDIFACT
    - o XLT 1.0

Network Domain Standards 10-OCT-2006

Technical Standards
- *Cabling*
    - o Twisted Pair Category 5E UTP
    - o Twisted Pair Category 6 UTP; Category 6E UTP
    - o Fiber - Multimode 62.5db
- *Protocols LAN*
    - o Link layer access protocol, Ethernet IEEE 802.3
    - o TCP/IP
    - o Wireless LAN IEEE 802.11g Wireless LAN
    - o 100BaseT
    - o 1000BaseT
- *Protocols WAN*
    - o TCP/IP
    - o Link layer access protocol, Ethernet IEEE 802.3
    - o Domain Name System (DNS)
    - o SSL ver 3
    - o VPN Nortel/Secure Dynamics
    - o ATM
    - o Frame Relay
    - o ISDN
    - o ADSL
    - o EIGRP
    - o BGP (Border Gateway Protocol)
- *Wireless cellular telephone communications*
    - o TDMA
    - o CDMA
    - o CDPD
    - o GSM)
- *VIDEO*
    - o **Network Protocols**
        - ITU H.320 (audio)
        - ITU H.323 interoperability standards
    - o *CODECs*
        - MPEG2
        - WMV 9
- *Private Branch Exchange (PBX)*

- o **Protocols**
  - ISDN PRI compatibility
  - Analog services compatibility
  - T-1 compatibility
- o **Telephony**
  - Session Initiation Protocol (SIP)
- *Fibre*
  - o Fibre Channel 2.0
  - o **Protocols – Storage**
    - FICON
    - SCON
  - o **File Access**
    - SFIS
    - NFS

Product Standards
- *Routers*
  - o CISCO
- *HBAs*
  - o Emulex LP9802 (this is for consistency with installed base at DOIT data center)
- *Fibre Switches (for SAN connectivity)*
  - o Brocade 3850,4100 (edge switches)
  - o Braced 24000 (director switch)

Other Standards
- Remote Monitoring
  - o Cricket 1.0.5

Platforms Domain Standards 10-OCT-2006

Technical Standards
- *Mainframe*
  - o IBM Z-Series
- *Mid-Range*
  - o SUN V6800
  - o SUN V880
  - o SUN V280R
  - o IBM P-Series 5xx, 6xx
- *Application Server*
  - o DELL PowerEdge 2950 Series (Intel XEON dual core) PREFERRED
  - o HP Proliant DL Series (Intel XEON) FOR Current HP based environments only
- *Workstation*
  - o Intel XEON dual core
- *Desktop*
  - o Intel Pentium 4; 945G chip set. (through JAN 2007)
  - o Intel Core 2 Duo; 965 chip set (pending JAN 2007)
- *Notebook*
  - o Intel Core Duo; minimum 945 GM Chipset with integrated 950 graphics chipset (through MARCH 2007)

System Software
- *Operating System*
  - o **Mainframe**
    - IBM Z/OS
  - o **Server**

- Sun Solaris 2.8 – 2.9 (also called Solaris 8 and Solaris 9)
- IBM-AIX 5.3
- MS Windows 2003 SP1
  - **Desktop/Notebook**
    - MS Windows XP Professional, SP2
- *Local Area Network Operating Systems*
  - MS Windows 2003 SP1
- *Virtual Partitions Intel Platform*
  - WMware Workstation 5 (desktops only)
  - WMware ESX Version 2.52 (servers)
- *Dedicated Infrastructure Server*
  - RedHat Enterprise Linux ES ver. 3

Utility Software
- *Distributed Patch Management*
  - PatchLink Update 6.x
- *TN 3270 Terminal Emulation*
  - Basic: MochaSoft TN3270 (FREE)
  - Advanced: Seagull BlueZone

SAN, Storage, Tape
- *Managed Enterprise SAN*
  - EMC Clariion CX500, CX700
- *Managed SAN / NAS*
  - EMC Clariion CX300
- *Tape Backup System Software*
  - Tivoli Storage Manager ver. 5.2
  - Veritas Backup EXEX 10

Other Standards
- *Thin Client*
  - CITRIX Client ver 6
  - CITRIX MetaFrame ver 2
  - Microsoft Terminal Services 2003

Security Domain Standards 10-OCT-2006

Technical Standards
- *Security Protocols*
  - SSLv3
  - 802.1x
  - IPSec
- *Secret Key Technology*
  - Kerberos
  - AES 256 bit encryption
- *Directory*
  - LDAPv3
  - X.509
  - LDIF 1

Product Standards
- *Access Control*
  - **Firewalls**
    - software & hardware products not provided due to security concerns
  - **Proxy**

- o WebTrack SMARTFILTER DA
- o N2H2
- *Intrusion Detection and Prevention*
  - o **Network**
    - ISS Preventia
- *Protocol Analysis*
  - o NAI Sniffer Pro
  - o TCPDump
- *Scanning and Penetration Testing*
  - o **Software – DBMS**
    - AppDetective
  - o **Hardware**
    - NESSUS
    - SARA
- *E-Mail Content Filtering and Virus Protection*
  - o McAfee 3300 (WebShield A/V and Anti Spam)
- *System Configuration/Management*
  - o E-Policy Orchestrator
- *System Logging Infrastructure*

Security Domain Standards 10-OCT-2006

Product Standards
- *Identification/Authentication*
  - o **Mainframe**
    - ACF-2
  - o **User Authentication (Server based)**
    - Radius with ACE Software
  - o **End Point Security (Device Authentication)**
    - Enterasys TES
    - Cisco NAC
  - o **Web-Based Application Authentication**
    - Novell iChain and eDirectory (ver. 8.9)
  - o **Single Sign-On**
    - Novell iChain, Novell Identity Manager
- *Strong Token*
  - o RAS-Secure ID
- *Directory*
  - o Novell eDirectory ver. 8.9 (for web authentication and single sign-on)
  - o Active Directory 2003 for file and print services; for Exchange authentication
- *Virtual Private Networks (VPN)*
  - o Nortel Contivity VPN
- *Secure Email and FTP*
  - o **Intranet**
    - Tumbleweed MailGate (updated version of Tumbleweed) - used for secure e-mail and secure FTP

Systems Management Standards 10-OCT-2006

Technical Standards
- *Protocols*
  - o SNTP (Simple Network Time Protocol)

- o RMON
- o Web-Based Enterprise Management (WBEM)
- o Java Management API (JMAPI)
- o DMI ver 2.0s
- o SNMP v2

Product Standards

- *Help Desk problem ticketing, tracking etc.*
  - o IMPACT
- *Remote Monitoring Desktop/Server systems management*
  - o NetView 6000
  - o What's Up Gold
  - o Cricket 1.0.5
- *Remote Monitoring mainframe*
  - o Omagamon
  - o NetView for OS/390
  - o TMON
- *Network Management*
  - o **General Purpose**
    - NetView 6000
  - o **Hardware Specific**
    - Cisco Works
  - o **Other**
    - Fluke Network Inspector
- *SAN Management*
  - o EMC Control Center
- *Web Site Analysis*
  - o Cricket 1.0.5
- *Software Distribution/Imaging*
  - o **Server**
    - Ghost
  - o **Router**
    - Cisco Works
  - o **Desktop**
    - PatchLink 6.x
    - Ghost

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Purchasing Contact:
Jacqueline Shirley

E-mail Address:
Jacqueline.Shirley@ct.gov

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BIDDER'S STATEMENT OF QUALIFICATIONS

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

BIDDER NAME: _____
(Trade Name, Doing Business As)

Number of years doing business under this name: _____YEARS

Other/Previous business name(s): _____

Company Value: Equipment Assets _____ Total Assets _____

Is your company registered with the Office of the Connecticut Secretary of State? ☐ YES ☐ NO
Registration Date: _____

If no, upon request, your company must provide a *"Certificate of Legal Existence"* issued by the Connecticut Secretary of State's Office. Website: www.sots.state.ct.us

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

AWARD #	COMMODITY	STATE AGENCY	PURCHASING CONTACT	TELEPHONE #
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____

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

Contact Name, Company, and Address	Telephone #	Dollar Value
1.		
2.		
3.		

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

_____

(Attach additional sheets if necessary)

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

MODEL	YEAR	MANUFACTURER
_____	_____	_____
_____	_____	_____
_____	_____	_____

(Attach additional sheets if necessary)

Political Sub-Divisions Section

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

☐ YES   ☐ NO

☐ YES – subject to requirements listed below

REQUIREMENTS: _____

_____

_____

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

The _____ ☐ **HAS** ☐ **HAS NOT**
Name of Bidder's Business, Firm, Organization or Corporation

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

☐ Copies of violations are attached   ☐ None Received

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

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Bidder Debarment and/or Suspension Section

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

☐ YES – number of notices attached _____   ☐ NONE RECEIVED

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

☐ YES – number of notices attached _____   ☐ NONE RECEIVED

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

☐ YES – number of notices attached _____   ☐ NONE RECEIVED

===

I hereby certify that all the information supplied herein (on pages 1-3) have been examined by me and is complete, true, and correct:

Bidder: _____
                              Name (typed or printed)

Title: _____
                              Title of above Bidder

Signature: _____
                              Hand Written Signature

Dated: _____   *(Corporation Seal)*
                              Date Signed   *optional*

Note: If it is determined by the contracting authority of the State of Connecticut that *any information requested was not referenced and submitted* with this bid, then such determination will be *just cause for disqualification* of the bid. A duly authorized representative of the company must sign this form.

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(Page 1 of 5)   COMMISSION ON HUMAN RIGHTS AND OPPORTUNITIES
CONTRACT COMPLIANCE REGULATIONS

NOTIFICATION TO BIDDERS

The contract to be awarded is subject to contract compliance requirements mandated by Sections 4a-60 and 4a-60a of the Connecticut General Statutes; and, when the awarding agency is the State, Sections 46a-71(d) and 46a-81i(d) of the Connecticut General Statutes. There are Contract Compliance Regulations codified at Section 46a-68j-21 through 43 of the Regulations of Connecticut State Agencies, which establish a procedure for awarding all contracts covered by Sections 4a-60 and 46a-71(d) of the Connecticut General Statutes.According to Section 46a-68j-30(9) of the Contract Compliance Regulations, every agency awarding a contract subject to the contract compliance requirements has an obligation to "aggressively solicit the participation of legitimate minority business enterprises as bidders, contractors, subcontractors and suppliers of materials." "Minority business enterprise" is defined in Section 4a-60 of the Connecticut General Statutes as a business wherein fifty-one percent or more of the capital stock, or assets belong to a person or persons: "(1) Who are active in daily affairs of the enterprise; (2) who have the power to direct the management and policies of the enterprise; and (3) who are members of a minority, as such term is defined in subsection (a) of Section 32-9n." "Minority" groups are defined in Section 32-9n of the Connecticut General Statutes as "(1) Black Americans . . . (2) Hispanic Americans . . . (3) persons who have origins in the Iberian Peninsula . . . (4)Women . . . (5) Asian Pacific Americans and Pacific Islanders; (6) American Indians . . ." An individual with a disability is also a minority business enterprise as provided by Section 4a-60g of the Connecticut General Statutes. The above definitions apply to the contract compliance requirements by virtue of Section 46a-68j-21(11) of the Contract Compliance Regulations.

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

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

INSTRUCTIONS AND OTHER INFORMATION

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

1)   Definition of Small Contractor

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

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MANAGEMENT: Managers plan, organize, direct, and control the major functions of an organization through subordinates who are at the managerial or supervisory level. They make policy decisions and set objectives for the company or departments. They are not usually directly involved in production or providing services. Examples include top executives, public relations managers, managers of operations specialties (such as financial, human resources, or purchasing managers), and construction and engineering managers.

BUSINESS AND FINANCIAL OPERATIONS: These occupations include managers and professionals who work with the financial aspects of the business. These occupations include accountants and auditors, purchasing agents, management analysts, labor relations specialists, and budget, credit, and financial analysts.

COMPUTER SPECIALISTS: Professionals responsible for the computer operations within a company are grouped in this category. Examples of job titles in this category include computer programmers, software engineers, database administrators, computer scientists, systems analysts, and computer support specialists

ARCHITECTURE AND ENGINEERING: Occupations related to architecture, surveying, engineering, and drafting are included in this category. Some of the job titles in this category include electrical and electronic engineers, surveyors, architects, drafters, mechanical engineers, materials engineers, mapping technicians, and civil engineers.

OFFICE AND ADMINISTRATIVE SUPPORT: All clerical-type work is included in this category. These jobs involve the preparing, transcribing, and preserving of written communications and records; collecting accounts; gathering and distributing information; operating office machines and electronic data processing equipment; and distributing mail. Job titles listed in this category include telephone operators, payroll clerks, bill and account collectors, customer service representatives, files clerks, dispatchers, shipping clerks, secretaries and administrative assistants, computer operators, mail clerks, and stock clerks.

BUILDING AND GROUNDS CLEANING AND MAINTENANCE: This category includes occupations involving landscaping, housekeeping, and janitorial services. Job titles found in this category include supervisors of landscaping or housekeeping, janitors, maids, grounds maintenance workers, and pest control workers.

CONSTRUCTION AND EXTRACTION: This category includes construction trades and related occupations. Job titles found in this category include boilermakers, masons (all types), carpenters, construction laborers, electricians, plumbers (and related trades), roofers, sheet metal workers, elevator installers, hazardous materials removal workers, paperhangers, and painters. Paving, surfacing, and tamping equipment operators; drywall and ceiling tile installers; and carpet, floor and tile installers and finishers are also included in this category. First line supervisors, foremen, and helpers in these trades are also grouped in this category..

INSTALLATION, MAINTENANCE AND REPAIR: Occupations involving the installation, maintenance, and repair of equipment are included in this group. Examples of job titles found here are heating, ac, and refrigeration mechanics and installers; telecommunication line installers and repairers; heavy vehicle and mobile equipment service technicians and mechanics; small engine mechanics; security and fire alarm systems installers; electric/electronic repair, industrial, utility and transportation equipment; millwrights; riggers; and manufactured building and mobile home installers. First line supervisors, foremen, and helpers for these jobs are also included in the category.

MATERIAL MOVING WORKERS: The job titles included in this group are Crane and tower operators; dredge, excavating, and lading machine operators; hoist and winch operators; industrial truck and tractor operators; cleaners of vehicles and equipment; laborers and freight, stock, and material movers, hand; machine feeders and offbearers; packers and packagers, hand; pumping station operators; refuse and recyclable material collectors; and miscellaneous material moving workers.

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

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

BIDDER CONTRACT COMPLIANCE MONITORING REPORT

PART I - BIDDER INFORMATION

Company Name Street Address City & State Chief Executive	Bidder Federal Employer Identification Number_____ Or Social Security Number_____

Major Business Activity
    (brief description)
	Bidder Identification
	 (response optional/definitions on page 1)
	
	 -Bidder is a small contractor. Yes__ No__
	 -Bidder is a minority business enterprise Yes__ No__
	   (If yes, check ownership category)
	    Black___ Hispanic___ Asian American___
	 American Indian/Alaskan Native___ Iberian Peninsula___
	 Individual(s) with a Physical Disability___ Female___

Bidder Parent Company (If any)	- Bidder is certified as above by State of CT Yes__ No__
Other Locations in Ct. (If any)	- DAS Certification Number _____

PART II - BIDDER NONDISCRIMINATION POLICIES AND PROCEDURES

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

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

PART III - BIDDER SUBCONTRACTING PRACTICES

1. Will the work of this contract include subcontractors or suppliers? Yes__ No__

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

   1b. Will the work of this contract require additional subcontractors or suppliers other than those identified in 1a. above? Yes__ No__

PART IV - BIDDER EMPLOYMENT INFORMATION   DATE:_____

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

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PART V - BIDDER HIRING AND RECRUITMENT PRACTICES

1. Which of the following recruitment sources are used by you? (Check yes or no, and report percent used)

SOURCE	YES	NO	% of applicants provided by source
State Employment Service			
Private Employment Agencies			
Schools and Colleges			
Newspaper Advertisement			
Walk Ins			
Present Employees			
Labor Organizations			
Minority/Community Organizations			
Others (please identify)			

2. Check (X) any of the below listed requirements that you use as a hiring qualification

(X)

	Work Experience
	Ability to Speak or Write English
	Written Tests
	High School Diploma
	College Degree
	Union Membership
	Personal Recommendation
	Height or Weight
	Car Ownership
	Arrest Record
	Wage Garnishments

3. Describe below any other practices or actions that you take which show that you hire, train, and promote employees without discrimination

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

(Signature)	(Title)	(Date Signed)	(Telephone)

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SPECIAL BID/CONTRACT TERMS AND CONDITIONS

1. Bidders must include all ancillary costs associated with the acquisition of a product or service in their bid. Failure to include specific reference to an applicable cost will be interpreted as that cost being included in the product or service price.

2. Bidders must be able, at the State's option, to demonstrate any/all proposed software products. Any required benchmark demonstration must be provided at a site approved by the State and without cost to the State.

3. Bidders must certify that their bid is good for the term of the contract award.

4. The State reserves the right to request complete documentation for any item proposed. Failure to provide said documentation upon request might result in disqualification from an award.

5. TANGIBLE PERSONAL PROPERTY PROVISION
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 the Act.

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6. Bidders must list maintenance cost for hardware and software, if applicable. In describing your company's maintenance plans include: location of support center, guaranteed response times and any related escalation procedures. Any award for said maintenance would be at the option of the state.

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

8. LICENSE OF PRODUCTS
a. Subject to the terms and conditions of this Invitation to Bid and receipt of a State Purchase Order, Supplier shall license and furnish to a Department the Product and Services referred to in the Invitation to Bid. Any such license shall be nonexclusive and nontransferable. Such State Purchase Order shall contain, as a minimum, the following information:
  1)   Department Installation Site and Contact Person;
  2)   Desired Delivery Date;
  3)   Identity of this Agreement by Reference Number and Product Schedule;
  4)   Product Number, Description and Quantity;
  5)   License Term, Applicable Rate and Quantity Extensions;
  6)   Installation and Other One-Time Charge Rate(s) (If Applicable); and
  7)   Desired Maintenance and/or Support and Rate (If Applicable).
b. A Department is authorized to use any licensed software Product to develop and/or enhance said Department's systems, in the pursuit of its own business interests.

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

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

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

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

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	www.ct.gov/doit	**E-mail Address:**
		Jacqueline.Shirley@ct.gov

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

9.   DELIVERY, INSTALLATION & DEINSTALLATION

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

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

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

10. CONFIDENTIALITY; NONDISCLOSURE

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

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

c. Supplier hereby agrees that:

1) All Department information exposed or made available to Supplier or its representatives shall be considered confidential and handled as such.

2) Any such Department information is not to be removed, altered, or disclosed to others in whole or in part by Supplier and its representatives.

3) All Department security procedures shall be adhered to by Supplier and its representatives.

It is expressly understood and agreed that the obligations of this Section 10. shall survive the termination of this Agreement.

11. MAINTENANCE & SUPPORT

a. After acceptance of any Product by a Department and subject to the terms, conditions, and charges set forth in this Agreement, Supplier represents and warrants that maintenance and support services for any Product shall be provided to a Department as follows:

1) Supplier shall provide such reasonable and competent assistance as necessary to cause the Product to perform in accordance with applicable portions of the Specifications; and

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	CONTRACTS & PURCHASING DIVISION	**Purchasing Contact:**
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2) Supplier shall provide Improvements which may be available to Supplier to any Product; and

3) Supplier shall update any Product, if and as required, to cause it to operate under new versions or releases of the operating system(s) specified in the Attachment.

b. Maintenance and support services shall be provided by the Supplier on an annual basis and shall automatically renew for successive twelve (12) month periods unless thirty (30) days' prior written notice of termination is provided to the Supplier by a Department before the end of the initial term or any renewal term of maintenance and support services.

c. Supplier shall maintain sufficient and competent Product support services staff, replacement products and ancillary products to satisfy the Supplier obligations specified herein for any Product.

d. Supplier shall have full and free access to any Product to provide required services thereon.

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

12. WARRANTIES

a. Supplier hereby warrants its ownership and/or marketing rights to the Products. Unless stated otherwise in an Attachment, Supplier hereby warrants that a Product installed by Supplier, or installed by a Department in accordance with Supplier's instructions, shall function according to the Specifications on the Acceptance Date for such Product, and that Supplier shall modify and/or replace such Product as necessary to maintain ongoing Product reliability according to Section 11. MAINTENANCE & SUPPORT. This latter warranty shall not apply to any Product deficiency caused by maintenance by a person other than the Supplier or its representative.

b. If the ongoing performance of a Product does not conform to the Section 11. MAINTENANCE & SUPPORT provisions of this Agreement, a Department shall give Supplier written notice of performance deficiencies. Supplier shall then have not more than a ten (10) calendar day cumulative cure period per twelve (12) month period to correct such deficiencies. If the cumulative number of days in a twelve (12) month period is exceeded, and said performance continues to be in nonconformance with said Section 11. the Supplier shall be in default of this Agreement and the Customer at its option may thereupon:

1) request Supplier to replace said Product or service resource at Supplier's expense with a functional Product or competent service.

2) terminate the Product license or service without Department penalty, further obligation or financial liability. In the event of such termination, the Department shall be entitled to a refund according to the following schedule:

Termination of a lump-sum payment perpetual license
Period license of terminated Product has been in effect starting with Acceptance Date:
1st - 12th month - 75% of license fee paid to be refunded

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13th - 24th month - 50% of license fee paid to be refunded
25th - 36th month - 25% of license fee paid to be refunded
37th month and over - No refund

<u>Termination of associated services or a periodic payment license or a lump-sum payment nonperpetual license</u>
Fee paid by a Department applicable to the period following default shall be refunded to the Department.

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

13.   ACCESSIBILITY

All applications and pages developed for the State must be compatible with the principles and goals contained in the electronic and information technology accessibility standards adopted by the Architectural and Transportation Barriers Compliance Board under Section 508 of the Federal Rehabilitation Act of 1973 (29 U.S.C. 749d), as amended, and with the State Accessibility guidelines developed pursuant to HEA 1926, Acts of 2001. These guidelines are listed via a link available at http://www.access.state.ct.us/policies/accesspolicy40.html.

14.   VENDOR RESPONSE REQUIREMENTS

Responding vendors must provide a solution that incorporates all Features listed in the Base Functionality section of the Requirements spreadsheet (Appendix B). If any feature listed is not available, the solution will not be evaluated.

Responding vendors must also ensure that the proposed solution incorporates each essential item (marked "E") on the Requirements spreadsheet (Appendix B). If the solution is missing any essential items (designated by a vendor responding "N"), it will not be evaluated. **Vendors who do not have a solution that meets ALL essential requirements should not respond.**

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STANDARD BID/CONTRACT TERMS AND CONDITIONS

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

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

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

(a) Agency: Any office, department, board, council, commission, institution or other agency of the State.

(b) Alternate Bids: Bids submitted in addition to the bidder's primary response to the invitation to bid. Such bids are intended to act as an alternative to the primary bid or be exchanged for, take the place of, replace or substitute for the primary bid should such primary bid be rejected.

(c) Bid: An offer submitted in response to an Invitation to Bid.

(d) Bidder: As defined in Section 4a-50, Chapter 58 of the Connecticut General Statutes, and as it may be modified, a person, firm or corporation submitting a competitive bid in response to a solicitation.

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

(f) Cancellation: An end to the Contract effected pursuant to a right which the Contract creates due to a breach.

(g) Claims: All actions, suits, claims, demands, investigations and proceedings of any kind, open, pending or threatened, whether mature, unmatured, contingent, known or unknown, at law or in equity, in any forum.

(h) Conditional Bid: Bid that substantially limits or modifies any of the terms and conditions, specifications or requirements of the invitation to bid.

(i) **Contract:** The agreement, as of its effective date, between the Bidder and DOIT for any, or all, Systems, Systems Properties or ALL IP Rights, and any associated services, at the Bid price. The Contract shall include the Invitation to Bid and the Bid.

(j) **Contractor:** A Bidder who accepts or who is deemed to have accepted a Contract.

(k) **Contractor Parties:** A Contractor's members, directors, officers, shareholders, partners, managers, principal officers, representatives, agents, servants, consultants, employees or any one of them or any other person or entity with whom the Contractor is in privity of oral or written contract and the

Contractor intends for such other person or entity to perform under the Contract in any capacity.

(l) **Business Day:** Unless otherwise specifically noted, all calendar days other than Saturdays, Sundays and days designated as national or State of Connecticut holidays.

(m) **Expiration:** An end to the Contract due to the completion in full of the mutual performances of the parties or due to the Contract's term being completed.

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

(o) **Invitation to Bid:** The document through which DOIT solicits sealed competitive Bids for any, or all, Systems and associated services through particular Specifications. The Invitation to Bid shall include these Terms and Conditions, the Specifications and all such other documents that DOIT deems it to be appropriate to include in the solicitation.

(p) **Lowest Responsible Qualified Bidder**: As defined in Title 4a, Chapter 58 of the Connecticut General Statutes, and as it may be modified, the Bidder whose Bid is the lowest of those Bidders possessing the skill, ability and integrity necessary to faithful performance of the work based on objective criteria set forth in the Invitation to Bid and considering past performance and financial responsibility.

(q) **Multiple Bids:** More than one Bid submitted in response to the same invitation to bid by the same bidder, whether on a separate bid form or attached to the initial bid form. Such bids are intended to be separate and distinct from each other and are meant to be evaluated as individual bids without reference to any other bid.

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

(s) **State:** The State of Connecticut.

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

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

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

(w) **Termination:** An end to the Contract effected pursuant to a right which the Contract creates, other than for a breach.

2. Bid Submission Process. Bidders must submit Bids on and in accordance with DOIT forms. DOIT will not accept Telephone or facsimile Bids under any circumstances. The Invitation to Bid sets forth the time and date that DOIT will open Bids. DOIT will not consider Bids arriving after the specified time and date. Bidders must submit Bids in a sealed package to DOIT at such address as the Invitation to Bid specifies. The outside of sealed Bid package must clearly indicate the Invitation to Bid number as well as the date and time of the opening of the Bids. The name and address of the Bidder should appear in the

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upper left-hand corner of the Bid package. Bids may be submitted for all or any part of total quantities or for any or all agency requirements listed in the Invitation to Bid, unless otherwise specifically indicated.

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

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

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

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

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

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

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

10. Bid Opening. DOIT will open and read all Bids publicly, unless otherwise provided by law. Bidders may be present or be represented

at all openings. After DOIT makes the award, Bids are subject to public inspection by appointment during DOIT's normal business hours. DOIT will not prepare, discuss or communicate summaries of Bids in any way.

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

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

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

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

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

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

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

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

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

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

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

22. Term. Contracts will remain in force for the full period specified in the Invitation to Bid or until;
a. Terminated or Cancelled in accordance with these Terms and Conditions; or
b. Extended in accordance with section 4a-59a of the Connecticut General Statutes, upon written authorization of the CIO and acceptance by the contractor, to permit ordering of unordered balances or additional quantities at the contract price and in accordance with the contract terms.
c. Expired.

23. Assignment. The Contractor shall not assign any of its rights or obligations under the Contract, voluntarily or otherwise, in any manner without the prior written consent of DOIT. DOIT may void any purported assignment in violation of this section and to declare the Contractor in breach of Contract. If the Contractor assigns its rights or

obligations under the Contract without the consent of DOIT, DOIT may Cancel the Contract in accordance with the Termination, Cancellation and Expiration section of these Terms and Conditions, effective as of the assignment's occurrence or such other time as DOIT specifies in the Cancellation notice. Any Cancellation is without prejudice to DOIT's rights or possible Claims.

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

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(f) Warranties, the State may Cancel the Contract in accordance with its terms and revoke any consents to assignments given as if the assignments had never been requested or consented to, without liability to the Contractor or Contractor Parties or any third party.

(g) Upon Termination, Cancellation or Expiration 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, Cancellation or Expiration of the Contract. All representations, warranties, agreements and rights of the parties under the Contract shall survive such Termination, Cancellation or Expiration to the extent not otherwise limited in the Contract and without each one of them having to be specifically mentioned in the Contract.

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

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

26. Waiver.

(a) No waiver of any breach of the Contract shall be interpreted or deemed to be a waiver of any other or subsequent breach. All remedies afforded in the Contract shall be taken and construed as cumulative, that is, in addition to every other remedy provided in the Contract or at law or in equity.

(b) A party's failure to insist on strict performance of any provision of the Contract shall only be deemed to be a waiver of rights and remedies concerning that specific instance of performance and shall not be deemed to be a waiver of any subsequent rights, remedies or breach.

27. Open Market Purchases. Except to the extent that the Contractor is performing within a right to cure period, failure of the Contractor to perform within the time specified in the Contract, or failure to replace rejected or substandard Systems or fulfill unperformed services when so requested and as the Contract provides or allows, constitutes a breach of the Contract and as a remedy for such breach, such failure shall constitute authority for DOIT, if it deems it to be necessary or appropriate in its sole discretion, to Cancel the Contract and/or to purchase on the open market, Systems and associated services to replace those which have been rejected, not

delivered, or not performed. The State shall invoice the Contractor for all such purchases to the extent that they exceed the costs and expenses in Contractor's Bid and the Contractor shall pay the State's invoice immediately after receiving the invoice. If DOIT does not Cancel the Contract, the State will deduct such open market purchases from the Contract quantities. However, if the CIO deems it to be in the best interest of the State, DOIT may accept and use the Systems delivered which are substandard in quality, subject to an adjustment in price to be determined by DOIT.

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

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

30. Indemnification.

a. The Contractor shall indemnify, defend and hold harmless the State and its officers, representatives, agents, servants, employees, successors and assigns from and against any and all (1) Claims arising, directly or indirectly, in connection with the Contract, including the acts of commission or omission (collectively, the "Acts") of the Contractor or Contractor Parties; and (2) liabilities, damages, losses, costs and expenses, including but not limited to, attorneys' and other professionals' fees, arising, directly or indirectly, in connection with Claims, Acts or the Contract. The Contractor shall use counsel reasonably acceptable to the State and without charge to the State in carrying out its obligations under this section. The Contractor's obligations under this section to indemnify, defend and hold harmless against Claims includes Claims concerning any intellectual property rights, other proprietary rights of any person or entity, copyrighted or uncopyrighted compositions, secret processes, patented or unpatented inventions, articles or appliances furnished or used in the performance of the Contract.

b. The Contractor shall reimburse the State for any and all damages to the real or personal property of the State caused by the Acts of the Contractor or any Contractor Parties. The State shall give the Contractor reasonable notice of any such Claims.

c. The Contractor's duties under this section shall remain fully in effect and binding in accordance with the terms and conditions of the Contract, without being lessened or compromised in any way, even where the Contractor is alleged or is found to have merely contributed in part to the Acts giving rise to the Claims and/or where the State is alleged or is found to have contributed to the Acts giving rise to the Claims.

d. The Contractor shall carry and maintain at all times during the term of the Contract, and during the time that any provisions survive the term of the Contract, sufficient general liability

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insurance to satisfy its obligations under this section. The Contractor shall name the State as an additional insured on the policy.

e.   The rights provided in this section for the benefit of the State shall encompass the recovery of attorneys' and other professionals' fees expended in pursuing a Claim against a third party.

This section shall survive the Termination, Cancellation or Expiration of the Contract, and shall not be limited by reason of any insurance coverage.

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

32.   Contractor Guaranties. Contractor shall:
a.   Perform fully under the Contract, the Invitation to Bid and the Bid in accordance with their terms.
b.   Guarantee the Systems and, as applicable, Systems Properties, against defective material or workmanship and to repair any damage or marring occasioned in transit or, at the State's option, replace them;
c.   Furnish adequate protection from damage for all work and to repair damage of any kind, for which its workers are responsible, to the premises, equipment Systems or System Properties, to the Contractor's work or that of Contractor Parties;
d.   With respect to the provision of services, pay for all permits, licenses and fees and give all required or appropriate notices;
e.   adhere to all contractual provisions ensuring the confidentiality of Records that the Contractor has access to and are exempt from disclosure under the State's Freedom of Information Act or other applicable law; and
f.   Neither disclaim, exclude nor modify the implied warranties of fitness for a particular purpose or of merchantability.

The contractual provisions concerning the confidentiality provisions guarantee in this section shall include civil sanctions for the unauthorized disclosure of the Records. The Contractor and Contractor Parties shall be treated as State employees with respect to any civil or criminal statutes providing for civil or criminal sanctions for unauthorized disclosures.

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

34.   Delivery.
(a)   Any Systems delivered shall be standard new equipment, latest model, except as otherwise stated in the Invitation to Bid. Remanufactured, refurbished or reconditioned equipment may be accepted but only to the extent allowed under the Invitation to Bid. Where any part or nominal appurtenances of equipment are not described, it shall be understood that all equipment and appurtenances, which are usually provided in the manufacturer's stock model, shall be furnished.
(b)   Delivery shall be made as ordered and in accordance with the Invitation to Bid. Unless otherwise specified in the Invitation to Bid, delivery shall be to a loading dock or receiving platform. The Contractor or Contractor's shipping designee shall be responsible for removal of Systems from the carrier and placement on the agency loading dock or receiving platform.   State receiving personnel are not required to assist in this process. The decision of the CIO as to reasonable compliance with delivery terms shall be final and binding. The burden of proof of proper receipt of the order shall rest with the Contractor.
(c)   In order for the time of delivery to be extended, DOIT must first approve a request for extension from the time specified in the Contract, such extension applying only to the particular item or shipment.
(d)   Systems shall be securely and properly packed for shipment, according to accepted standard commercial practice, without extra charge for packing cases, baling or sacks. The containers shall remain the property of the State unless otherwise stated in the Bid.
(e)   All risk of loss and damage to the Systems and Systems Properties transfers to the State upon Title vesting in the State.

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

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

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

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

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

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

41. <u>**Representations and Warranties.**</u> The Contractor, and the Bidder, as appropriate, represent and warrant to the State for itself and Contractor Parties and Bidder Parties, as appropriate, that:

(a)   if they are entities, they are duly and validly existing under the laws of its state of organization and authorized to conduct business in the State of Connecticut in the manner contemplated by the Contract.   Further, as appropriate, they have taken all necessary action to authorize the execution, delivery and performance of the Bid and the Contract and have the power and authority to execute, deliver and perform their obligations under the Contract;

(b)   they will comply with all applicable State and Federal laws and municipal ordinances in satisfying their obligations to the State under and pursuant to the Contract, including, but not limited to (1) Connecticut General Statutes Title 1, Chapter 10, concerning the State's Codes of Ethics and (2) Titles 4a and 4d concerning State purchasing, including, but not limited to Sections 4a-60 and 4a-60a, concerning nondiscrimination, 22a-194a concerning the use of polystyrene foam, 4d-32 concerning subcontracts, 4d-34 concerning ownership rights and integrity of public records, 4d-35 concerning applicability of the Connecticut Freedom of Information Act, 4d-36 concerning nondisclosure of public records, 4d-37 concerning prohibition on selling, marketing or profiting from public records and 4d-38 concerning notice to DOIT for violation of certain laws.

(c)   the execution, delivery and performance of the Contract will not violate, be in conflict with, result in a breach of or constitute (with or without due notice and/or lapse of time) a default under any of the following, as applicable: (1) any provision of law; (2) any order of any court or any Agencies; or (3) any indenture, agreement, document or other instrument to which it is a party or by which it may be bound;

(d)   they are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal or state department or agency;

(e)   as applicable, they have not, within the three years preceding the Contract, in any of their current or former jobs, been convicted of, or had a civil judgment rendered against them or against any person who would perform under the Contract, for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, state or local) transaction or contract. This includes, but is not limited to, violation of Federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

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

(g)   they have not within the three years preceding the Contract had one or more public transactions (Federal, state or local) cancelled for cause or breach;

(h)   they have not employed or retained any entity or person, other than a bona fide employee working solely for them, to solicit or secure the Contract and that they have not paid or agreed to pay any entity or person, other than a bona fide employee working solely for them, any fee, commission, percentage, brokerage fee, gifts, or any other consideration contingent upon or resulting from

the award or making of the Contract or any assignments made in accordance with the terms of the Contract;

(i)   to the best of their knowledge, there are no Claims involving the Bidder, Bidder Parties, Contractor or Contractor Parties that might reasonably be expected to materially adversely affect their businesses, operations, assets, properties, financial stability, business prospects or ability to perform fully under the Contract;

(j)   they shall disclose annually on the anniversary date of the effective date of the Contract, any and all Claims involving the Contractor or Contractor Parties that might reasonably be expected to materially adversely affect their businesses, operations, assets, properties, financial stability, business prospects or ability to perform fully under the Contract;

(k)   its participation in the Invitation to Bid process is not a conflict of interest or a breach of ethics under the provisions of Title 1, Chapter 10 of the Connecticut General Statutes concerning the State code of ethics;

(l)   the Bid is not made in connection or concert with any other person, entity or Bidder, including any affiliate of the Bidder, submitting a Bid for the same Systems, and is in all respects fair and without collusion or fraud;

(m)   it has not participated in any communications concerning the Invitation to Bid with any person or entity who submits a Bid, including, but not limited to, any manufacturers and/or dealers;

(n)   it is able to perform under the Contract using its own resources or the resources of a party who is not a Bidder;

(o)   each Systems or each developed, modified or remediated Systems delivered under the Contract shall: (1) accurately assess, present or process date and time data (including, but not limited to, management, manipulation, processing, comparing, sequencing and other use of date data, including single and multi-century formulae and leap years) from, into and between the twentieth and twenty-first centuries, and the years 1999 and 2000 and leap year calculations; (2) properly exchange date and time data when used in combination with other Systems; and (3) perform as a System, if so stipulated in the Contract;

(p)   it shall obtain in a written contract all of the representations and warranties in this section from any subcontractor that it contracts with in connection with the Contract and to require that provision to be included in any lower tier subcontracts and purchase orders;

(q)   it has paid all applicable workers' compensation second injury fund assessments concerning all previous work done in Connecticut;

(r)   it has a record of compliance with Occupational Health and Safety Administration regulations without any unabated, willful or serious violations;

(s)   it owes no unemployment compensation contributions;

(t)   it is not delinquent in the payment of any taxes owed, or that it has filed a sales tax security bond, and it has, if and as applicable, filed for motor carrier road tax stickers and has paid all outstanding road taxes;

(U)   all of its vehicles have current registrations and, unless such vehicles are no longer in service, it shall not allow any such registrations to lapse;

(V)   each Contractor Party or Bidder Party has vested in the Contractor and Bidder plenary authority to bind them to the extent necessary or appropriate in any agreement with the State in accordance with these representations and warranties and that they shall also provide, no later than fifteen (days) days after receiving a request from DOIT, such information as DOIT may

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require to evidence, in the State's sole determination, compliance with this section;

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

(x) except to the extent modified or abrogated in the Specifications, all ownership, title, licenses, rights and interest (including, but not limited to, perpetual use) (collectively, "Title") of and to the Systems and Systems Properties shall pass to the State upon complete installation, testing and acceptance of the Systems and associated services and payment by the State;

(y) if either party Terminates or Cancels the Contract, for any reason, the Contractor shall relinquish to the State all Title to the Systems and Systems Properties delivered, accepted and paid for (except to the extent any invoiced amount is disputed) by the State;

(z) with regard to third party products provided with the Systems, and Systems Properties, the Contractor shall transfer all licenses which it is permitted to transfer in accordance with the applicable third party license;

(aa) the Contractor shall not copyright, register, distribute or claim any rights in or to the Systems and Systems Properties after the effective date of the Contract without DOIT's prior written consent;

(bb) it either owns or has the authority to use all Title of and to the Systems, Systems Properties and that such Title is not the subject of any encumbrances, liens or claims of ownership by any third party;

(cc) the Systems and Systems Properties do not infringe or misappropriate any patent, trade secret or other intellectual property right of a third Party;

(dd) the State's use of any Systems and Systems Properties shall not infringe or misappropriate any patent, trade secret or other intellectual property right of a third Party;

(ee) if the Contractor procures any Systems, Systems Properties Rights, the Contractor shall sub-license such Systems, Systems Properties and that the State shall be afforded the full benefits of any manufacturer or subcontractor licenses for the use of the Systems and Systems Properties;

(ff) the Contractor shall disclose to DOIT all software license and software escrow agreements that it has with any manufacturers or Contractor Parties; and

(gg) the Contractor shall assign or otherwise transfer to DOIT, or afford DOIT the full benefits of any manufacturer's warranty for the Systems, Systems Properties and All IP Rights, to the extent that such warranties are assignable or otherwise transferable to DOIT.

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

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

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

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

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

47. Non-discrimination. References in this section to "contract" shall mean this Contract and references to "contractor" shall mean the Contractor. (a)The following subsections are set forth here as required by section 4a-60 of the Connecticut General Statutes:

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

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Commission on Human Rights and Opportunities with such information requested by the commission, and permit access to pertinent books, records and accounts, concerning the employment practices and procedures of the contractor as relate to the provisions of this section and section 46a-56. (b)If the contract is a public works contract, the contractor agrees and warrants that he will make good faith efforts to employ minority business enterprises as subcontractors and suppliers of materials on such public works project. (c)"Minority business enterprise" means any small contractor or supplier of materials fifty-one per cent or more of the capital stock, if any, or assets of which is owned by a person or persons: (1) Who are active in the daily affairs of the enterprise, (2) who have the power to direct the management and policies of the enterprise and (3) who are members of a minority, as such term is defined in subsection (a) of section 32-9n; and "good faith" means that degree of diligence which a reasonable person would exercise in the performance of legal duties and obligations. "Good faith efforts" shall include, but not be limited to, those reasonable initial efforts necessary to comply with statutory or regulatory requirements and additional or substituted efforts when it is determined that such initial efforts will not be sufficient to comply with such requirements. (d) 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. (e)The contractor shall develop and maintain adequate documentation, in a manner prescribed by the commission, of its good faith efforts. (f)The contractor shall include the provisions of section A above in every subcontract or purchase order entered into in order to fulfill any obligation of a contract with the state and such provisions shall be binding on a subcontractor, vendor or manufacturer unless exempted by regulations or orders of the commission. The contractor shall take such action with respect to any such subcontract or purchase order as the commission may direct as a means of enforcing such provisions including sanctions for noncompliance in accordance with section 46a-56; provided, if such contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the commission, the contractor may request the state of Connecticut to enter into any such litigation or negotiation prior thereto to protect the interests of the state and the state may so enter. (g)The following subsections are set forth here as required by section 4a-60a of the Connecticut General Statutes: (1) The contractor agrees and warrants that in the performance of the contract such contractor will not discriminate or permit discrimination against any person or group of persons on the grounds of sexual orientation, in any manner prohibited by the laws of the United States or of the state of Connecticut, and that employees are treated when employed without regard to their sexual orientation; (2) the contractor agrees to provide each labor union or representative of workers with which such contractor has a collective bargaining agreement or other contract or understanding and each vendor with which such contractor has a contract or understanding, a notice to be provided by the Commission on Human Rights and Opportunities advising the labor union or workers' representative of the contractor's commitments under this section, and to post copies of the notice in conspicuous places available to employees and applicants for employment; (3) the contractor agrees to comply with each provision of this section and with each regulation or relevant order issued by said commission pursuant to section 46a-56; (4) the contractor agrees to provide the Commission on Human Rights and Opportunities with such information requested by the commission, and permit access to pertinent books, records and accounts, concerning the employment practices and procedures of the contractor which relate to the provisions of this section and section 46a-56. (h)The contractor shall include the provisions of section G above in every subcontract or purchase order entered into in

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

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

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

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

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

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

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CONTRACTS & PURCHASING DIVISION
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www.ct.gov/doit

BID NUMBER
07ITZ0128
Purchasing Contact: Jacqueline Shirley
E-mail Address: Jacqueline.Shirley@ct.gov

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deliver such documents to DOIT in accordance with the terms of DOIT's written request. DOIT may also require, and the Contractor shall deliver, a financial statement showing that solvency of the Contractor is maintained. The death of any Contractor Party, as applicable, shall not release the Contractor from the obligation to perform under the Contract; the surviving Contractor Parties, as appropriate, must continue to perform under the Contract until it is fully performed.

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

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

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

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

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

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

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

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

and provision of the Contract shall be valid and enforced to the fullest extent possible by law.

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

60. **Confidential Information.** DOIT will afford due regard to the Bidder's and Contractor's request for the protection of proprietary or confidential information which DOIT receives. However, all materials associated with the Bid and the Contract are subject to the terms of the Connecticut Freedom of Information Act ("FOIA") and all corresponding rules, regulations and interpretations. In making such a request, the Bidder or Contractor may not merely state generally that the materials are proprietary or confidential in nature and not, therefore, subject to release to third parties. Those particular sentences, paragraphs, pages or sections that the vendor believes are exempt from disclosure under the FOIA must be specifically identified as such. Convincing explanation and rationale sufficient to justify each exemption consistent with the FOIA must accompany the request. The rationale and explanation must be stated in terms of the prospective harm to the competitive position of the Bidder or Contractor that would result if the identified material were to be released and the reasons why the materials are legally exempt from release pursuant to the FOIA. To the extent that any other provision or part of the Contract, especially including the Bid and the Specifications, conflicts or is in any way inconsistent with this Section, this Section controls and shall apply.

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

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

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

63. **Disclosure of Records.** The Contract may be subject to the provisions of §1-218 of the Connecticut General Statutes. In accordance with this section, each contract in excess of two million five

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

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

No state agency shall execute a contract for the purchase of goods or services, which contract has a total value to the state of fifty thousand dollars or more in any calendar or fiscal year, unless the state agency obtains the written affidavit described in subsection (b) of this section.

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

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

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

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

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

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

68. **Continuity of Systems.** (a) The Contractor acknowledges that the state agency information system and telecommunication system facilities and equipment (the "Systems") and associated services are important to the function of State government and that they must continue without interruption. If the work under the Contract, any subcontract, or amendment to either, is transferred back to the State or to another contractor at any time for any reason, then the Contractor shall cooperate fully with the State, and do and perform all acts and things that DOIT deems to be necessary or appropriate, to ensure continuity of the Systems and services so that there is no disruption or interruption in performance as required or permitted in the Contract. The Contractor shall not enter into any subcontract for any part of the performance under the Contract without prior written approval of such subcontract by DOIT, as required by Conn. Gen. Stat. §4d-32. The Contractor shall include in such subcontract a provision containing all of the substantive terms and conditions of this section, such that the subcontractor will be obligated to DOIT in the same way as the Contractor is obligated to DOIT under this section. The Contractor shall make a full and complete disclosure of and delivery to DOIT or its representatives of all Records and "Public Records," as that term is defined in Conn. Gen. Stat. §4d-33, as it may be amended, in whatever form they exist or are stored and maintained and wherever located, directly or indirectly, concerning the Contract.
(b) The parties shall follow the following procedures in order to ensure the orderly transfer to the State of:
(1) such facilities and equipment-- Unless a shorter period is necessary or appropriate to ensure compliance with subsection (a) above, in which case that shorter period shall apply, the Contractor shall deliver to the State, F.O.B. East Hartford, Connecticut or other State location which DOIT identifies, all Systems related to or arising out of the Contract, subcontract or amendment, no later than 10 days from the date that the work under the Contract is transferred back to the State or to another contractor for any reason. The Contractor shall deliver the Systems to the State, during the State's business hours, in good working order and in appropriately protective packaging to ensure delivery without damage. Concurrent with this delivery, the Contractor shall also deliver all Systems-related operation manuals and other documentation in whatever form they exist and a list of all Systems passwords and security codes;
(2) all software, including all applicable licenses, purchased, created or modified pursuant to the Contract, subcontract or amendment--
Unless a shorter period is necessary or appropriate to ensure compliance with subsection (a) above, in which case that shorter period shall apply, the Contractor shall deliver to the State, F.O.B. East Hartford, Connecticut or other State location which DOIT identifies, all

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software, including all applicable licenses, purchased, created or modified pursuant to the Contract, subcontract or amendment no later than 10 days from the date that the work under the Contract is transferred back to the State or to another contractor for any reason. The Contractor shall deliver to the State, during the State's business hours, the software, including its source code, if applicable, in good working order, readily capable of being maintained and modified, and housed in appropriately protective packaging or hardware to ensure delivery without damage. Concurrent with this delivery, the Contractor shall also deliver all related operation manuals and other documentation in whatever form they exist and a list of all applicable passwords and security codes; and

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

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

70.   Campaign Contribution and Solicitation Ban . With regard to a State contract as defined in P.A. 07-1 having a value in a calendar year of $50,000 or more or a combination or series of such agreements or contracts having a value of $100,000 or more, the authorized signatory to this submission in response to the State's solicitation expressly acknowledges receipt of the State Elections Enforcement Commission's notice advising prospective state contractors of state campaign contribution and solicitation prohibitions, and will inform its principals of the contents of the notice. See attached SEEC Form 11.

71.   Conn. Gen. Stat. Sec. 4-252(e).
Conn. Gen. Stat. § 4-252 (the "Statute") requires that the Invitation to Bid, of which these Terms and Conditions are a part, include a notice of the vendor certification requirements described in the Statute. Accordingly, pursuant to the Statute, vendors are notified as follows:

(a) The terms "gift," "quasi-public agency," "state agency," "large state contract," "principals and key personnel" and "participated substantially" as used in this section shall have the meanings set forth in the Statute.

(b) No state agency or quasi-public agency shall execute a large state contract unless the state agency or quasi-public agency obtains the written certifications described in this section. Each such certification

shall be sworn as true to the best knowledge and belief of the person signing the certification, subject to the penalties of false statement.

(c) The official of the person, firm or corporation awarded the contract, who is authorized to execute the contract, shall certify on such forms as the State shall provide:

(1) That no gifts were made between the date that the state agency or quasi-public agency began planning the project, services, procurement, lease or licensing arrangement covered by the contract and the date of execution of the contract, by (A) such person, firm, corporation, (B) any principals and key personnel of the person, firm or corporation, who participated substantially in preparing the bid or proposal or the negotiation of the contract, or (C) any agent of such person, firm, corporation or principals and key personnel, who participated substantially in preparing the bid or proposal or the negotiation of the contract, to (i) any public official or state employee of the state agency or quasi-public agency soliciting bids or proposals for the contract, who participated substantially in the preparation of the bid solicitation or request for proposals for the contract or the negotiation or award of the contract, or (ii) any public official or state employee of any other state agency, who has supervisory or appointing authority over such state agency or quasi-public agency;

(2) That no such principals and key personnel of the person, firm or corporation, or agent of such person, firm or corporation or principals and key personnel, knows of any action by the person, firm or corporation to circumvent such prohibition on gifts by providing for any other principals and key personnel, official, employee or agent of the person, firm or corporation to provide a gift to any such public official or state employee; and

(3) That the person, firm or corporation made the bid or proposal without fraud or collusion with any person.

(d) Any bidder or proposer that does not make the certifications required under subsection (c) of this section shall be disqualified and the state agency or quasi-public agency shall award the contract to the next highest ranked proposer or the next lowest responsible qualified bidder or seek new bids or proposals.

(e) The date that the state agency or quasi-public agency began planning the project, services procurement, lease or licensing arrangement to be covered by the contract is.

72.   Nondiscrimination Certification Requirement
Public Act 07-142 and Public Act 07-245 have amended the nondiscrimination provisions of the Connecticut General Statutes to add civil unions to the existing protected classes and to require State contractors to adopt policies in support of the new statutes by means of a resolution. By law, a contractor must provide the State with documentation in the form of a company or corporate policy adopted by resolution of the board of directors, shareholders, managers, members or other governing body of such contractor to support the nondiscrimination agreement and warranty under C.G.S. §§ 4a-60a and 46a-68h.

Accordingly, attached as Exhibits 1 & 2 are form certifications that the successful contractor must deliver executed at the time that it executes the Contract. The first of these forms is designed to be used by corporate or other business entities; the second is to be used only by individuals who are to sign and perform contracts with the State in their individual capacity. One or the other of these certifications is required for all State contracts, regardless of type, term, cost, or value. The execution and submittal of this certificate is a condition precedent to the State's executing the Contract, unless the contractor is exempt from this statutory requirement, in which case the contractor must obtain a written waiver from the State's Commission on Human Rights and Opportunities.

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BIDDER'S CHECKLIST
Read, review, and check-off each action as it is completed.

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

❑ SP-26 Bid Proposal – This form **must have an original signature** of a duly authorized representative of the company. ***Unsigned bids are automatically rejected.***

❑ SP-16 Bid Schedule:
  ‣ Bidder's name must be in the upper right corner of ALL Bid Schedule Pages (typed or printed).
  ‣ Complete the delivery section – A.R.O. (be specific). Do NOT use: *"as ordered"* or *"as required."*
  ‣ The payment terms are Net 45 Days *(Bidder may offer cash discounts for prompt payment).* Net Terms for periods less than 45 days (i.e. Net 30) are subject to rejection. *Exception:* State of CT Small Business Set-Aside bid payment terms shall be in accordance with CGS 32-9h.
  ‣ The price extensions and totals have been reviewed and verified. In case of discrepancy between unit prices and total prices, the unit price will govern the bid evaluation.
  ‣ Any errors, alterations, corrections, whiteouts, or erasures must be initialed. Changes not initialed result in automatic bid rejection.

❑ Bidder Specifications – All technical or descriptive material, drawing, sample, format, or disc that are required with the bid.

❑ SP-14 Bidder Qualifications – Each section must be completed (if not applicable, note "N/A") and ***must be signed*** by an authorized representative of the company.

❑ SP-34 Contract Compliance Regulations (CHRO) – The last 2 pages must be completed, signed, and submitted with each bid regardless of the number of employees *(even if the company is family owned and/or operated)* or the bid may be rejected.

❑ Appendix A (Product, Implementation, & Maintenance) - All items within each section of the PIM document must be addressed. **Failure to complete and submit this document will result in disqualification of the Bid response.**

❑ Appendix B (Requirements spreadsheet) - Each item on the spreadsheet must have a response. See Bidder Instructions section of Agency Specifications document for information on how to correctly complete Appendix B. **Failure to complete and submit this document completely and correctly will result in disqualification of the Bid response.**

❑ Appendix C – Review Architecture document

IF REQUESTED INCLUDE:

  ❑ SP-18 Addendum – any addendum to the bid must be signed (insert before SP-26).

  ❑ ANY additional items that are listed in the bid schedule.

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

  ❑ **Return** the **ORIGINAL** forms listed above with **ten copies.**

  ❑ Bidder's return mailing address **must be** in the upper left corner of the sealed bid envelope.

  ❑ Use the pre-addressed mailing label (found on SP-11, ITB) *or*

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Purchasing Contact:
Jacqueline Shirley
E-mail Address:
Jacqueline.Shirley@ct.gov

▸ **Mark** your sealed bid envelope with the **Bid Number** and the **Bid Opening Date** and
▸ Address it to: State of Connecticut - Department of Information Technology
          Contracts & Purchasing Division, 4th Floor
          101 East River Drive, East Hartford, CT 06108-3274

❑ Mail or hand-deliver your bid in time to be received <u>no later than</u> the designated opening date and time. <u>Late bids</u> are *not accepted* under any circumstances.

❑ **Do NOT return** unnecessary forms (i.e. terms & conditions, bidder's checklist) with your bid. It only complicates the evaluation of your bid if returned unnecessarily.

VENDOR CERTIFICATIONS

1)   OPM Ethics Form 1 – Gift and Campaign Contribution Certification.

2)   OPM Ethics Form 5 – Consulting Agreement Affidavit.

3)   OPM Ethics Form 6 – Affirmation of Receipt of State Ethics Laws Summary

4)   Plain Language Summary of State Ethics Laws for Current and Potential State Contractors.

5)   SEEC FORM 11 - Notice To Executive Branch State Contractors And Prospective State Contractors Of Campaign Contribution And Solicitation Ban.

6)   Nondiscrimination Certification Requirement

7)   Nondiscrimination Certification Form (to be used by Corporations)

8)   Nondiscrimination Certification Form (to be used by individuals)

STATE OF CONNECTICUT
GIFT AND CAMPAIGN CONTRIBUTION CERTIFICATION

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

INSTRUCTIONS:

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

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

GIFT CERTIFICATION:

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

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

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

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

CAMPAIGN CONTRIBUTION CERTIFICATION:

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

STATE OF CONNECTICUT
GIFT AND CAMPAIGN CONTRIBUTION CERTIFICATION

Lawful Campaign Contributions to Candidates for Statewide Public Office:

Contribution Date Description	Name of Contributor	Recipient	Value

_____
_____
_____
_____
_____
_____
_____
_____
_____

Lawful Campaign Contributions to Candidates for the General Assembly:

Contribution Date Description	Name of Contributor	Recipient	Value

_____
_____
_____
_____
_____
_____
_____
_____
_____

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

_____   _____
Printed Contractor Name   **Signature of Authorized Official**

Subscribed and acknowledged before me this _____ day of _____, 200__.

                         _____
                         Commissioner of the Superior Court (or Notary Public)

For State Agency Use Only

_____   _____
Awarding State Agency   Planning Start Date

_____
Contract Number or Description

STATE OF CONNECTICUT
CONSULTING AGREEMENT AFFIDAVIT

Affidavit to accompany a State contract for the purchase of goods and services with a value of $50,000 or more in a calendar or fiscal year, pursuant to Connecticut General Statutes §§ 4a-81(a) and 4a-81(b)

INSTRUCTIONS:

If the bidder or vendor has entered into a consulting agreement, as defined by Connecticut General Statutes § 4a-81(b)(1): Complete all sections of the form. If the bidder or vendor has entered into more than one such consulting agreement, use a separate form for each agreement. Sign and date the form in the presence of a Commissioner of the Superior Court or Notary Public. **If the bidder or vendor has not entered into a consulting agreement, as defined by Connecticut General Statutes § 4a-81(b)(1):** Complete only the shaded section of the form. Sign and date the form in the presence of a Commissioner of the Superior Court or Notary Public.

Submit completed form to the awarding State agency with bid or proposal. For a sole source award, submit completed form to the awarding State agency at the time of contract execution.

This affidavit must be amended if the contractor enters into any new consulting agreement(s) during the term of the State contract.

AFFIDAVIT: [Number of Affidavits Sworn and Subscribed On This Day: _____]

I, the undersigned, hereby swear that I am the chief official of the bidder or vendor awarded a contract, as described in Connecticut General Statutes § 4a-81(a), or that I am the individual awarded such a contract who is authorized to execute such contract. I further swear that I have not entered into any consulting agreement in connection with such contract, **except for the agreement listed below**:

_____   _____
Consultant's Name and Title   Name of Firm (if applicable)

_____   _____   _____
Start Date   End Date   Cost

Description of Services Provided: _____

_____

_____

Is the consultant a former State employee or former public official?   ☐ YES   ☐ NO

If YES: _____   _____
                     Name of Former State Agency   Termination Date of Employment

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

_____   _____   _____
Printed Name of Bidder or Vendor   **Signature of Chief Official or Individual**   **Date**

                                                             _____   _____
                                                             Printed Name (of above)   Awarding State
Agency

Sworn and subscribed before me on this _____ day of _____, 200___.

                                   _____
                                   **Commissioner of the Superior Court
                                   or Notary Public**

STATE OF CONNECTICUT

AFFIRMATION OF RECEIPT OF STATE ETHICS LAWS SUMMARY

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

INSTRUCTIONS:

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

CHECK ONE:

☐ I am a person seeking a large State construction or procurement contract. I am submitting this affirmation to the awarding State agency with my bid or proposal. [Check this box if the contract will be awarded through a competitive process.]

☐ I am a contractor who has been awarded a large State construction or procurement contract. I am submitting this affirmation to the awarding State agency at the time of contract execution. [Check this box if the contract was a sole source award.]

☐ I am a subcontractor or consultant of a contractor who has been awarded a large State construction or procurement contract. I am submitting this affirmation to the contractor.

IMPORTANT NOTE:

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

AFFIRMATION:

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

* The summary of State ethics laws is available on the State of Connecticut's Office of State Ethics website at
    http://www.ct.gov/ethics/lib/ethics/contractors_guide_final2.pdf

_____   _____
Signature   Date

_____   _____
Printed Name   Title

_____
Firm or Corporation (if applicable)

_____   _____   _____ _____
Street Address   City   State   Zip

                                                    _____
                                                    Awarding State Agency

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

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

RESTRICTIONS ON THE BENEFITS YOU MAY GIVE TO STATE PERSONNEL

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

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

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

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

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

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

RULES ON HIRING STATE PERSONNEL

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

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

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

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

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

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

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

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

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

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

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

OTHER ETHICS PROVISIONS THAT MAY APPLY TO YOU

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

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

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

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

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

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

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

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

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

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

Campaign Contribution and Solicitation Ban

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

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

Duty to Inform

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

Penalties for Violations

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

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

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

Contract Consequences

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

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

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

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

Definitions:

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

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

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

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

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

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

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

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

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

NONDISCRIMINATION CERTIFICATION REQUIREMENT

Public Act 07-142 and Public Act 07-245 have amended the nondiscrimination provisions of the Connecticut General Statutes to add civil unions to the existing protected classes and to require State contractors to adopt policies in support of the new statutes by means of a resolution. By law, a contractor must provide the State with documentation in the form of a company or corporate policy adopted by resolution of the board of directors, shareholders, managers, members or other governing body of such contractor to support the nondiscrimination agreement and warranty under C.G.S. §§ 4a-60a and 46a-68h.

Accordingly, attached as Exhibits 1 & 2 are form certifications that the successful contractor must deliver executed at the time that it executes the Contract. The first of these forms is designed to be used by corporate or other business entities; the **second is to be used only by individuals** who are to sign and perform contracts with the State in their individual capacity. One or the other of these certifications is required for all State contracts, regardless of type, term, cost, or value. The execution and submittal of this certificate is a condition precedent to the State's executing the Contract, unless the contractor is exempt from this statutory requirement, in which case the contractor must obtain a written waiver from the State's Commission on Human Rights and Opportunities.

Exhibit 1

NONDISCRIMINATION CERTIFICATION

(By <u>corporate or other business entity</u> regarding support of nondiscrimination against persons on account of their race, color, religious creed, age, marital or civil union status, national origin, ancestry, sex, mental retardation, physical disability or sexual orientation.)

I, <u>signer's name</u>, <u>signer's title</u>, of <u>name of entity</u>, an entity lawfully organized and existing under the laws of

<u>name of state or commonwealth</u>, do hereby certify that the following is a true and correct copy of a resolution

adopted on the _____ day of _____, 20_____ by the governing body of <u>name of entity</u>, in accordance with all of

its documents of governance and management and the laws of <u>name of state or commonwealth</u>, and further

certify that such resolution has not been modified, rescinded or revoked, and is, at present, in full force and

effect.

      RESOLVED: That <u>name of entity</u> hereby adopts as its policy to support the nondiscrimination

      agreements and warranties required under Connecticut General Statutes § 4a-60(a)(1) and § 4a-

      60a(a)(1), as amended in State of Connecticut Public Act 07-245 and sections 9(a)(1) and 10(a)(1) of

      Public Act 07-142.

WHEREFORE, the undersigned has executed this certificate this _____ day of _____, 20_____.

_____
Signature

Effective June 25, 2007

Exhibit 2

NONDISCRIMINATION CERTIFICATION

(By <u>individual contractor</u> regarding support of nondiscrimination against persons on account of their race, color, religious creed, age, marital or civil union status, national origin, ancestry, sex, mental retardation, physical disability or sexual orientation.)

I, <u>signer's name</u>, of <u>business address</u>, am entering into a contract (or an extension or other modification of an

existing contract) with the State of Connecticut (the "State") in my individual capacity for <u>if available, insert</u>

<u>"Contract No. ____"; otherwise generally describe goods or services to be provided</u>. I hereby certify that I

support the nondiscrimination agreements and warranties required under Connecticut General Statutes Sections

4a-60(a)(1) and 4a-60a(a)(1), as amended in State of Connecticut Public Act 07-245 and sections 9(a)(1) and

10(a)(1) of Public Act 07-142.

WHEREFORE, I, the undersigned, have executed this certificate this _____ day of _____, 20_____.

_____
Signature

Effective June 25, 2007