
**REQUEST FOR PROPOSAL (RFP)
CORE-CT PEOPLESOFT
UPGRADE AND ENHANCEMENT
CONSULTING SERVICES**



**STATE OF CONNECTICUT
OFFICE OF THE STATE COMPTROLLER
55 ELM STREET
HARTFORD, CT 06106-1775**

1.	INTRODUCTION	1
1.1.	OBJECTIVE	1
1.2.	BACKGROUND	1
1.3.	CURRENT SYSTEMS AND TECHNICAL ARCHITECTURES	1
1.3.1.	System Inventory and Customizations	3
1.4.	PROJECT SCOPE	7
1.4.1.	Coordinated Project Management with the Core-CT Project Management Team	8
1.4.2.	Upgrade of Core-CT's PeopleSoft Modules	9
1.4.3.	Implement Oracle Business Intelligence Enterprise Edition (OBIEE)	9
1.4.4.	Implement the Retirement Payroll into Core-CT	10
1.4.5.	Additional Requirements	10
2.	ADMINISTRATIVE REQUIREMENTS	10
2.1.	PROPOSAL RESPONSES TO THIS RFP	10
2.2.	SCHEDULE	11
2.3.	VENDOR QUESTIONS	11
2.4.	PROPOSAL SUBMISSION	11
2.5.	RFP RESPONSE COORDINATION AND REVIEW	12
2.6.	EVALUATION PROCESS	12
2.7.	ACCEPTANCE OF ADMINISTRATIVE REQUIREMENTS	12
2.8.	DEVIATING FROM RFP SPECIFICATIONS	12
2.9.	EXCLUSION OF TAXES FROM PRICES	12
2.10.	VENDOR CONTACTS	13
2.11.	VALIDATION OF PROPOSAL OFFERINGS	13
2.12.	PROPOSAL COMPLETENESS	13
2.13.	RESTRICTION ON CONTACTS WITH STATE PERSONNEL	13
2.14.	OTHER CONDITIONS	13
2.14.1.	Other Rights Reserved	13
2.14.2.	Remedies and Liquidated Damages	14
2.14.3.	System Non-Acceptance	15
2.14.4.	Control of RFP and Timing	15
2.14.5.	Proposal Expenses	15
2.14.6.	Ownership of Proposals	15
2.14.7.	Oral Agreement and Arrangements	15
2.14.8.	Holdback Requirements	15
2.14.9.	Vendor Presentation of Supporting Evidence/Surety	16
2.14.10.	Vendor Demonstration of Proposed Products	16
2.14.11.	Vendor Misrepresentation or Default	16
2.14.12.	Fiscal and Product Performance Requirements	16
2.14.13.	Conformance of Award with State Statute	16
2.14.14.	Erroneous Award	16
2.14.15.	Corporate Reporting	16
2.14.16.	Joint Ventures	17
2.14.17.	Freedom of Information Act	17
2.14.18.	Security Clearance	18
2.14.19.	Ownership of System	18
2.14.20.	Rights to Audit	18
2.14.21.	Warranty	18
2.14.22.	Independent Price Determination	18
2.14.23.	Offer of Gratuities	19

2.14.24.	Readiness of Offered Product	19
2.14.25.	Inspection of Work Performed.....	19
3.	VENDOR PROPOSAL AND CONTENT REQUIREMENTS	20
3.1.	Overview.....	20
3.2.	General Format Requirements	20
3.2.1.	Formatting the Proposal's Content	21
3.2.2.	Electronic Versions (CD-ROM)	21
3.3.	CONTENT REQUIREMENTS	22
3.3.1.	Transmittal Letter.....	22
3.3.2.	Table of Contents	22
3.3.3.	Executive Summary	22
3.3.4.	Company Overview	23
3.3.5.	Summary Qualifications	24
3.3.6	Experience.....	25
3.3.7	References.....	25
3.3.8	Vendor Certifications and Affidavits	25
3.4	BIDDER CONTRACT COMPLIANCE MONITORING REPORT	26
3.5	COST INFORMATION.....	26
3.6	COST TABLE.....	27
4.	EVALUATION AND SELECTION CRITERIA.....	27
4.1.	GENERAL CONSIDERATIONS	27
4.1.1.	Project Approach and Implementation (30%).....	27
4.1.2.	Vendor's Strength and Experience (15%).....	28
4.1.3.	Strength and Expertise of Project Team (25%).....	28
4.1.4.	Cost Proposal (30%)	28

APPENDIX A: VENDOR CERTIFICATIONS/AFFIDAVITS

ATTACHMENT 1 – GIFT AND CAMPAIGN CONTRIBUTION CERTIFICATION
ATTACHMENT 2 – CONSULTING AGREEMENT AFFIDAVIT
ATTACHMENT 3 – SUMMARY OF STATE ETHICS LAWS AND AFFIRMATION OF
RECEIPT OF STATE ETHICS LAWS
ATTACHMENT 4 –NONDISCRIMINATION CERTIFICATION
ATTACHMENT 5 –CAMPAIGN CONTRIBUTION AND SOLICITATION BAN

APPENDIX B: INFORMATION PROCESSING SYSTEMS AGREEMENT

APPENDIX C: CONTRACT COMPLIANCE AND NOTIFICATION TO BIDDERS

APPENDIX D: COST TABLE

1. INTRODUCTION

1.1. OBJECTIVE

The State of Connecticut (“State”), Office of the State Comptroller (“OSC”) is seeking proposals from qualified vendors to provide services for the upgrade and enhancement of the Core-CT PeopleSoft ERP system. This includes, but is not limited to: upgrading the Core-CT PeopleSoft ERP system to the latest version; upgrading various PeopleSoft modules; implementation of the Oracle Business Intelligence Enterprise Edition; and the conversion of the OSC Retirement Payroll system into Core-CT. In addition the successful vendor will be responsible for developing a management and reporting structure for the upgrade and enhancement project and for implementing those practices necessary for the efficient and effective upgrade and implementation of the system (collectively, the “Project”).

This Request for Proposal (“RFP”) will define the scope of the work to be performed, the requirements the vendor (“Vendor”) must address, the method for response and the administrative requirements that must be followed.

1.2. BACKGROUND

Core-CT is Connecticut state government’s central administrative computer system. Using Oracle/PeopleSoft’s ERP suite, the system encompasses central and agency financial functions as well as PeopleSoft’s Human Resource Management System (“HRMS”), with modules for payroll, time and labor, human resources, and benefits. Core-CT covers all these functions for executive branch agencies, and most of its functions are also used by the Judicial Branch, the General Assembly, and state institutions of higher education. In addition, Core-CT uses PeopleSoft’s Enterprise Performance Management (“EPM”) ad-hoc reporting functions to allow queries on its vast database. The HRMS system’s approximately 2,500 users create bi-weekly paychecks for an average of 55,638 State of Connecticut employees.

Launched in 2003, Core-CT is based at the Department of Information Technology’s East Hartford, CT headquarters. It is managed jointly by the Office of the State Comptroller and the Department of Administrative Services. These agencies hold the statutory authority for the system’s functions. Approximately 100 people work in the development and maintenance of Core-CT. Currently, Core-CT HRMS and Finance use Oracle/PeopleSoft version 8.9 and EPM and Portal use Oracle/PeopleSoft version 9.0.

1.3. CURRENT SYSTEMS AND TECHNICAL ARCHITECTURES

The Core-CT PeopleSoft configuration is comprised of an n-Tier implementation that includes web servers, application servers, database servers, a storage area network, and other Windows 2003 servers supporting operational components (e.g. scheduling, monitoring, FTP daemons, file servers, etc.), load balancers, and switches. The network components of the environment control the overall communications that take place among the hardware components. All servers and network components in the environment are architected to be redundant for scalability and availability purposes.

The application, web and NT process scheduler servers run on Windows Enterprise Server 2003 hosted by a 4 node VMware virtual infrastructure cluster. The UNIX process scheduler servers run on RedHat 4 32 bit servers. The database tier includes multiple RedHat 5 64 bit LINUX clusters running Oracle 11g Real Application Clusters. The primary datacenter is located in East Hartford, CT and the mirrored alternate datacenter is located in Storrs, CT.

The architecture allows multiple PeopleSoft applications within multiple environments to run in the most efficient manner. Core-CT consists of four applications running on Windows 2003 and RedHat Linux servers.

The architecture includes multiple environments and configurations in order to support Core-CT activities as the project moves through the development lifecycle. This provides for developing, testing, and migration of each Core-CT application. These environments co-exist on Core-CT's hardware infrastructure.

The Financial System modules are used to perform the following functions in all the State executive branch agencies:

- General Ledger
- Accounts Receivable
- Commitment Control
- Payables
- Vendor File
- Asset Management
- Project Costing
- Customer Contracts
- Billing
- Purchasing
- Inventory
- eProcurement
- Supplier Portal
- Vendor Self Service

In addition these modules are used to manage capital projects and bill for appropriate reimbursements. There are approximately 6,000 State employees engaged in performing these functions using Core-CT.

The Human Resource Management System ("HRMS") modules are used to conduct the following functions in all State executive branch agencies:

- Human Resources
- Payroll for North America
- Benefits Administration
- Time and Labor
- ePay
- Enterprise Learning

The HRMS modules are used for payroll for all State employees in all three branches of government and in the State's institution of higher education. There are approximately 3,000 State employees engaged in performing these functions along with another 7,100 employees who directly enter their time and attendance date into Core-CT each pay period. There are approximately 55,638 employees spread across 88 State agencies, paid over 4 frequencies. Core-CT implements contract language for 70 bargaining units, resulting in over 200 time and labor rules.

The Enterprise Performance Management ("EPM") application provides approximately 150 financial and human resource reporting tables from which end users can query using the EPM PS Query tool. The reporting tables are de-normalized and based on information from over 350 other financial and human resource staging tables. Data is extracted, transformed and loaded on a nightly basis via a combination of materialized views and table views using custom Ascential Data Stage ETL maps. There are approximately 3,800 statewide users with access to EPM with over 10,000 private and public queries run at various intervals over the last fiscal year.

1.3.1. System Inventory and Customizations

To further assist vendors in sizing the scope of the project the following list of system inventory, customizations by object type and custom developed infrastructure functionality are presented below. These customizations were implemented to meet the State of Connecticut's unique business requirements. It is the States' desire to remove any customizations when delivered functionality can meet its business objective.

1.3.1.1. System Inventory

Product	Module
Catalog Management Version 8.9 PeopleTools 8.49	Cohera Catalog Management System
Financials Version 8.9 PeopleTools 8.49	General Ledger
	Accounts Receivable
	Commitment Control
	Payables
	Vendor File
	Asset Management

Product	Module
	Project Costing
	Customer Contracts
	Billing
	Purchasing
	Inventory
	eProcurement
	Supplier Portal
	Vendor Self Service
HRMS Version 8.9 PeopleTools 8.49	Human Resources
	Payroll for North America
	Benefits Administration
	Time and Labor
	ePay
	Enterprise Learning
Portal Version 9.0 PeopleTools 8.49	Enterprise Portal
EPM Version 9.0 PeopleTools 8.49	Enterprise Warehouse
	OWS
	Ascential DataStage 7.52.
UPK Version 3.6.1	All Modules

1.3.1.2. Customizations by Object Type

HRMS	
Object Type	# of Customizations
Page	300
PeopleCode	312
Workflow	2
Component Interfaces	2
Application Messages	40
Application Engine Process	64
Batch SQR Process	45
SQR Reports	135
Batch COBOL Process	30
PS/Query	174
Crystal Report	9
Time and Labor Rules	127

FINANCE	
Object Type	# of Customizations
Page	275
PeopleCode	600
Workflow	15
Component Interfaces	10
Application Messages	37
Application Engine Process	44
Batch SQR Process	11
SQR Reports	155
Batch COBOL Process	2
PS/Query	1085
Crystal Report	59

EPM	
Object Type	# of Customizations
Oracle Delete Script	13
Oracle Materialized Views	39
Reporting Tables	82
Staging Tables	440
Ascential Maps	458
Tree Imports	22
Public PS Queries	225
Private PS Queries	10,000 +
Pages	7
Components	7
App Engines	4
Peoplecode	190
Query Tree	1
Query Access Groups	65
Crystal Reports	29
Export Views	10

SECURITY	
Object Type	# of Customizations
Finance roles	170
HRMS roles	100
Finance data permission lists	430
HRMS data permission lists	4390
Page permission lists	585

UPK	
Object Type	# of Customizations
Financial	249
HR	25
EPM	22
Vendor Self Serve	15

1.3.1.3. Custom Developed Infrastructure Functionality

1.3.1.3.1. Interface Architecture – File Mover

File Mover is a Core-CT customized component (partially written in JAVA) that exchanges information by moving data files securely between internal PeopleSoft applications (Financials and HRMS) and external organizations. It resides on a file server, runs via DOS batch scripts and is controlled by the Cybermation scheduler running on the IBM Mainframe. The component takes command line parameters (name of interface, database, and action), looks up configuration information in database tables and moves the files accordingly.

1.3.1.3.2. Reporting Architecture – Report Burster

Report Burster is a Core-CT customized process (written with Shell, Perl and Windows scripting) that is used in conjunction with PeopleSoft Report Manager. The process takes large SQR reports and breaks them up into many individual report files based on some criteria (Department, Business Unit and Agency). These reports are then distributed to each end user based on security rules.

1.3.1.3.3. Reporting Architecture – Purge Reports Process

Purge Reports Process is a Core-CT customized process (scripts contained in the application engine program CT_PURGERPT located in HRPRD, FNPRD and EPPRD) that is used in conjunction with the PeopleSoft daily purge process. The scripts are tailored to each environment's specific retention requirements. This allows for the user-requested reports to be updated in the system such that the daily purge process deletes them automatically.

1.4. PROJECT SCOPE

The ultimate goal of the upgrade and enhancement of the Core-CT PeopleSoft ERP system is to enhance the productivity of the State and provide enhanced customer service options. The OSC seeks to establish a working relationship with a qualified professional services Vendor that has been the prime Vendor for other state entities in the successful upgrade, configuration and implementation of an Oracle/PeopleSoft ERP system. The successful Vendor shall be responsible for the thorough understanding of the project requirements including the applicable codes and regulations. The Vendor shall become familiar with the necessary procedures, presentation and coordinating requirements necessary for the effective performance of the project.

For each of the major scope items listed below, the Vendor is expected to perform at a minimum the following activities:

- Project Management
- Project communication
- Upgrade of PeopleSoft modules
 - Fit Gap Analysis
 - Design, Build and Configuration
 - System Integration and User Testing
 - Conversion
- Deployment Strategy and Approach
- Regression Testing Strategy, Approach and Execution
- Performance Testing and Tuning Strategy, Approach and Execution
- Technical support
- Extract Transform Load Performance tuning
- End User Training - including all suggested methodologies for development and delivery
- Training Materials - updating of UPKs
- Knowledge Transfer
- Post implementation support (8 weeks)

The State will allocate the following resources to the project.

Description	FTE's
Database Administrator	1.0
PeopleSoft Administrator	2.0
PeopleSoft HRMS Developer	6.0
PeopleSoft FIN Developer	5.5
PeopleSoft Security Administrator	2.0
Financial Subject Matter Expert	4.0
HRMS Subject Matter Expert	5.0
Project Management	3.0
ETL Developer	2.5
EPM Functional Support	1.5
PS Security	1.0

The following is a summary of the services that the OSC requires the successful Vendor to provide as part of the PeopleSoft Upgrade Project.

1.4.1. Coordinated Project Management with the Core-CT Project Management Team

Working in collaboration with the Core-CT project management team, the Vendor will be responsible for developing a management and reporting structure for the project and for implementing those practices necessary for the efficient and effective upgrade and implementation of the system. The project will be governed by a work plan and schedule proposed by the Vendor that is based on a proven methodology used successfully by the Vendor in previous engagements.

The Vendor shall take prime responsibility for providing the following deliverables and performing the following tasks while working with the Core-CT project management team to, at a minimum:

- Create and maintain the Project Plan;
- Plan and execute project inter-team coordination activities;
- Create, track, and manage Task Orders, issues and change requests;
- Coordinate activities across the various business areas and Task Orders;
- Provide regular status reports and status briefings;
- Prepare and deliver the materials to support governance and executive meetings.

1.4.2. Upgrade of Core-CT's PeopleSoft Modules

- Core-CT PeopleSoft upgrade of all existing modules to PeopleSoft Release 9.1 or higher, PeopleTools Release 8.51, and Oracle Database version 11.2 or higher.
- Activation of the eBenefits, eProfile, and eRecruit modules in HRMS.
- Continuation of roll-out of ePay and Self Service Time & Labor.
- Design and implementation of “punch out” functionality for a minimum of one (1) to a maximum of three (3) vendors that have and are successfully doing ‘punchout’ with Oracle PeopleSoft XML.
- Design and implementation of P-Card functionality, which includes encumbering of monies and reconciliation of payments.
- Design and implementation of automated upload of requisition and purchase orders into Core-CT.
- Implement an automated security solution for the provisioning and de-provisioning of User Access in all Core-CT applications.
- Build out an automated solution that integrates with job data and row security to set up User ID's and User Profiles in HRMS, Financials and EPM applications, using PeopleSoft workflow and/or other existing functionality.
- Review of new functionality in PeopleSoft Release 9.1 or higher, with recommendations and implementation strategy for new functionality compatible to streamline and create efficient processes.

1.4.3. Implement Oracle Business Intelligence Enterprise Edition (OBIEE)

The Vendor will analyze and recommend an approach as well as build out the Core-CT Financial, Supply Chain and HCM data marts and integrate with OBIEE. The Multi-dimensional Warehouse (MDW) will either utilize PeopleSoft EPM or Oracle EPM /BI technologies. Identified data sources to-date will be HRMS PS 9.1x and FIN PS 9.1x. Information from disparate sources is to be determined. OBIEE Analytical Reports and Dashboards to be delivered with this implementation should:

- Optimize flexible analysis of major subject specific business functions.
- Provide historical trend analysis, graphical analysis and multi-dimensional analysis capabilities.
- Allow for federated view of data across organization from disparate systems.
- Provide multi-calendar reporting capability.
- Improve procurement spend analysis: reduce procurement spend, p-card visibility, vendor analysis.
- Improve HR analysis: effective collective bargaining, workers comp, separation, retirements, and overtime.

1.4.4. Implement the Retirement Payroll into Core-CT

The Vendor will be responsible for converting the OSC custom written COBOL Retirement Payroll System into Core-CT.

The Retirement Payroll System (RPS) process pays monthly benefits to retired members, and their annuitants, for the State Employees Retirement System (SERS), the Probate Judges and Employees Retirement System, the States Attorney's Retirement System, the Public Defenders Retirement System, retired Family Support Magistrates and Compensation Commissioners and the spouses of deceased State Judges as well as State Police Supplemental Disability and Survivors benefits. Retired State Judges are currently paid on a semi-monthly basis from a separate Judges Retirement Payroll System also maintained in the Retirement Services Division; retired Municipal Employees Retirement System members are paid on a monthly basis from another separate Municipal Retirement Payroll System also maintained in the Retirement Services Division.

The RPS currently issues benefits to over 44,600 payees, over 9,800 by check and over 34,800 by direct deposit. The RPS also processes the reimbursement of Medicare Part B premiums to retired employees and their eligible spouses. Deductions are taken for federal and state withholding taxes, withholding orders for child support, IRS levies, medical and dental premiums, state credit unions, union dues, State Employee Campaign contributions and long term care insurance premiums. Benefits are also paid to alternate payees under plan approved domestic relations orders. The RPS maintains records of retirees' equity, both post-tax and pre-tax contributions, University of Connecticut 1% contributions as well as the interest earned on those contributions for tax purposes and for the calculation of any lump sum refund due a retiree's beneficiary at the time of the retiree's death pursuant to retirement plan provisions. Refund checks issued to beneficiaries and estate payments are made through the RPS in connection with deceased retirees.

It is important to note that a single individual can and on occasion does receive more than one benefit check. For example, a retired SERS member may also receive a benefit as the spouse of a deceased SERS member. A SERS member can accrue a SERS benefit, and then leave state service to work for a Probate Court and accrue a separate benefit under the Probate Judges & Employees Retirement System. Both benefits are payable through the current RPS.

1.4.5. Additional Requirements

The OSC reserves the right to negotiate with a successful Vendor, additional services to be provided as apart of the PeopleSoft Upgrade Project.

2. ADMINISTRATIVE REQUIREMENTS

2.1. Proposal Responses to this RFP

Vendors must conform with all RFP instructions and conditions when responding to this RFP. The State, at its discretion, may reject any nonconforming proposal. Vendors desiring to

participate in this RFP process must submit proposals with the format and content as detailed in *Section 3, “Vendor Proposal Format and Content Requirement.”* Vendors must respond to all requirements set forth in this RFP.

2.2. Schedule

The following schedule has been established for this procurement; however, the ultimate timing and sequence of procurement events resulting from this RFP will be determined by the OSC.

Date	Event
June 15, 2011	RFP Released
June 24, 2011	Vendor Questions Due to State – 3:00 PM (ET)
July 15, 2011	Answers to Vendor Questions Released
July 29, 2011	Proposal Submissions Due – 5:00 PM (ET)
August 8-12, 2011	Vendor Presentations
August 19, 2011	Vendor Selection
August 22, 2011	Start of Contract Negotiations
September 19, 2011	Start of Contract

2.3. Vendor Questions

The OSC intends to answer questions from any Vendor that is considering a response to this RFP. Questions received by the deadline of **3:00 P.M. (ET) on June 24, 2011**, will be answered. Questions must be in writing and submitted by email to osc.rfp@po.state.ct.us. Questions will not be accepted over the telephone. The OSC reserves the right to provide a combined answer to similar questions. Any and all questions and answers to this RFP will be posted by **July 15, 2011** on the OSC website at <http://www.osc.ct.gov/vendor/index.html>.

2.4. Proposal Submission

Vendor proposals in response to this submission must be received at:

**Office of the State Comptroller
Business Services Office
State of Connecticut
55 Elm Street, Room 301
Hartford, CT 06106
ATTN: RFP – CORE**

Proposals must be received no later than **Friday, July 29, 2011 @ 5:00 p.m. (ET)** in order to be considered. Postmark dates will not be considered as the basis for meeting any submission deadline. Therefore, any vendor proposal received after the deadline will not be accepted. Receipt of a proposal after the closing date and/or time as stated herein shall not be construed as acceptance of the proposal, as the actual receipt of the document is a clerical

function. If delivery of the proposals is not made by courier or in person, the use of certified or registered mail is suggested.

The submission of a proposal shall constitute, without any further act required by the vendor or the OSC, acceptance of the requirements, administrative stipulations and all of the terms and conditions of the RFP and all its attachments.

2.5. RFP Response Coordination and Review

The OSC will open only those proposals received by **Friday, July 29, 2011 @ 5:00 p.m. (ET)**. Proposals received after the due date will be returned unopened. Immediately upon opening, the State will review each proposal for vendor compliance with the instructions and conditions set forth in this RFP and attachments hereto. OSC, at its option, may seek vendor retraction and clarification of any discrepancy/contradiction found during its review of proposals. The evaluation team will evaluate only proposals complying with the submission and formatting requirements of this RFP.

2.6. Evaluation Process

The State will conduct a comprehensive, fair and impartial evaluation of proposals received in response to this procurement. The evaluation process will include not only evaluations of the entire vendor RFP response, but may include evaluations of vendor references, on-site demonstrations and other relevant sources of information regarding a vendor, its products and services. The State will evaluate requested proposal information against all RFP requirements, using criteria and methodology pre-established in coordination with the planned users of a given service. Proposals will be evaluated in accordance with *Section 4, "Evaluation and Selection Criteria."*

2.7. Acceptance of Administrative Requirements

Vendor proposals must include unequivocal statements accepting the administrative requirements of this RFP, and must reflect compliance with such requirements. Any failure to do so may result in the OSC's rejection of the proposal. These statements must be included in the transmittal letter.

2.8. Deviating from RFP Specifications

The OSC will reject any proposal that deviates significantly from the specifications of this RFP. Vendors submitting proposals with any minor deviations must identify and fully justify such deviation for OSC consideration.

2.9. Exclusion of Taxes from Prices

The State of Connecticut is fully exempt from the payment of excise and sales taxes imposed by the Federal Government and/or the State. Vendors remain liable, however, for any other applicable taxes.

2.10. Vendor Contacts

The proposal must provide the name, title, address, telephone number and e-mail address of the contact person(s) responsible for clarifying proposal content and for approving any agreement with the OSC. This information must be included in the transmittal letter.

2.11. Validation of Proposal Offerings

The proposal shall be a binding commitment which the OSC may include, at its sole discretion, by reference or otherwise, into any agreement with the vendor. Therefore, each proposal copy must be validated by the signature of a person having the authority to commit the vendor. The signer's authority in this regard must be authenticated by a signed statement to that effect by an appropriate higher-level company official. This statement must be included in the transmittal letter.

2.12. Proposal Completeness

To be acceptable, proposals must contain all required information and statements in the form requested by this RFP. Vendor proposals must submit "none" or "not applicable" responses to any RFP question and information request, when such a response is the only appropriate response.

2.13. Restriction on Contacts with State Personnel

From the date of release of this RFP until the right to negotiate a contract is awarded as a result of this RFP, all contacts with personnel employed by or under contract to the OSC are restricted. During the same period, no prospective vendor shall approach personnel employed by or under contract to the OSC, any other OSC agency participating in the evaluation of proposals, or any other related matters. One exception to this restriction will be made for vendors who, in the normal course of work under a current and valid contract with other OSC agencies, may need to discuss legitimate business matters concerning their work with the contracting agency. A second exception allows prospective vendors to submit questions relative to this RFP to the contact email address noted in *Section 2.3, "Vendors' Questions,"* of this RFP. Violation of these conditions may be considered sufficient cause by the State to reject a vendor's proposal, irrespective of any other consideration.

2.14. Other Conditions

2.14.1. Other Rights Reserved

The OSC, at its sole discretion in determining that its best interests would be served, reserves the right to:

1. Amend or cancel this RFP at any time prior to contract award;
2. Modify deadlines through amendments to this RFP;

3. Refuse to accept, or return accepted proposals that do not comply with procurement requirements;
4. Reject the proposal of any vendor in default of any prior contract or for misrepresentation of material presented;
5. Reject any vendor's response that is received after the deadline;
6. Reject any proposal which is incomplete or in which there are significant inconsistencies or inaccuracies;
7. Accept or reject any or all proposals submitted for consideration *in whole or in part*; and to waive technical defects, irregularities, or omissions;
8. Allow no additions or changes to the original proposal after the due date specified herein, except as specifically requested and authorized by the OSC;
9. Require organizations, at their own expense, to submit written clarification of proposals in a manner or format that the OSC may require;
10. Require organizations, at their own expense, to make oral presentations at a time selected and in a place provided by the OSC. Invite vendors, but not necessarily all, to make an oral presentation to assist the OSC in their determination of award. The OSC further reserves the right to limit the number of vendors invited to make such a presentation. The oral presentation shall only be permitted for purpose of proposal clarification and not to allow changes to be made to the proposal;
11. Negotiate separately any service in any manner necessary;
12. Contract with one or more vendors who submit proposals;
13. Consider cost and all factors in determining the most advantageous proposal for the OSC; and,
14. Contract for any or all any portion(s) of the scope of work or tasks within this RFP.

2.14.2. Remedies and Liquidated Damages

Remedies associated with nonperformance, substandard performance, or unacceptable performance will include liquidated damages and non-financial remedies. Examples of remedies include, but are not limited to:

1. Corrective action plans to be developed and implemented by the vendor, subject to OSC approval;
2. Accelerated monitoring of vendor performance by the OSC or its designee, including access to vendor facilities, records, and personnel;
3. Additional or ad hoc reporting by the vendor, at no cost to the OSC, to address performance issues;

4. Pass-through of a proportional share of federal disallowances and sanctions/penalties imposed on the State/OSC and resulting from the vendor's performance or non-performance under the system services agreement; and,
5. Liquidated damages.

2.14.3. System Non-Acceptance

Failure of the system to be accepted by the OSC as proposed by the vendor may result in the forfeiture of the holdback by the vendor to the OSC, as specified below, or other remedies or measures permitted by contract or by law.

2.14.4. Control of RFP and Timing

The timing and sequence of procurement events associated with from this RFP will be determined solely by the OSC.

2.14.5. Proposal Expenses

The State of Connecticut and the OSC assumes no liability for payment of any costs or expenses incurred by any vendor in responding to this RFP.

2.14.6. Ownership of Proposals

All proposals submitted in response to this RFP and upon receipt by the OSC shall become the sole property of the OSC.

2.14.7. Oral Agreement and Arrangements

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

2.14.8. Holdback Requirements

Payments for deliverables accepted by the OSC shall be subject to a ten-percent (10%) holdback. The OSC shall hold the ten-percent until the OSC has accepted the deliverable and thereafter, releasing one-half the holdback. Once the warranty period has expired, in accordance with the provisions of *Appendix B, "Information Processing Systems Agreement,"* the OSC will release the remaining holdback.

The successful Vendor will be required to complete milestones by due dates presented in the Vendor's response to the RFP requirements. If the Vendor fails to complete a milestone by the agreed upon due date, the OSC shall have the discretion to withhold any payment due until the Vendor has completed a subsequent milestone in accordance with its proposed due dates or the OSC has accepted the deliverable whichever occurs first.

2.14.9. Vendor Presentation of Supporting Evidence/Surety

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

2.14.10. Vendor Demonstration of Proposed Products

Vendors must be able to confirm their ability to provide all proposed services. Any required confirmation must be provided at a site approved by the OSC and without cost to the OSC.

2.14.11. Vendor Misrepresentation or Default

The OSC will reject the proposal of any Vendor and void any award resulting from this RFP to a Vendor who materially misrepresents any product and/or service or defaults on any State contract.

2.14.12. Fiscal and Product Performance Requirements

Any product acquisition resulting from this RFP must be contingent upon contractual provisions for cancellation of such acquisition, without penalty, if the applicable funds are not available for required payment of product and/or service costs or if the product and/or service fails to meet minimum OSC criteria for acceptance.

2.14.13. Conformance of Award with State Statute

Any award resulting from this RFP must be in full conformance with State of Connecticut statutory, regulatory and procedural requirements.

2.14.14. Erroneous Award

The State reserves the right to correct inaccurate awards, including canceling an award and contract, resulting from its clerical errors.

2.14.15. Corporate Reporting

Upon request by the OSC, the vendor must provide:

1. A Certificate of Authority, Certificate of Legal Existence or Certificate of Good Standing, as applicable, from the Connecticut Secretary of the State's Office, prior to the execution of the contract;
2. A tax clearance statement from the Department of Revenue Services within sixty (60) days of the execution of the contract; and,

3. A statement from the Department of Labor regarding employee contributions within sixty (60) days of the execution of the contract.

2.14.16. Joint Ventures

Proposals requesting joint ventures between vendors will not be accepted. The OSC will only enter into a contract with a prime vendor who will be required to assume full responsibility for the delivery/installation of equipment, wiring, software and related services identified in this RFP whether or not the equipment, products and/or services are manufactured, produced or provided by the prime vendor. The prime vendor may enter into written subcontract(s) for performance of certain of its functions under the contract only with written approval from the OSC prior to the effective date of any subcontract.

The prime vendor shall be wholly responsible for the entire performance of the contract whether or not subcontractors are used.

2.14.17. Freedom of Information Act

Due regard will be given for the protection of proprietary information contained in all proposals received; however, vendors should be aware that all materials associated with the procurement are subject to the terms of the Freedom of Information Act (FOIA) and all rules, regulations and interpretations resulting there from. **It will not be sufficient for vendors to merely state in general terms that the proposal is proprietary in nature and therefore, not subject to release to third parties. Any proposal that makes such a general or overarching claim may be subject to disqualification. Those particular sentences, paragraphs, pages or sections which a vendor believes to be exempt from disclosure under the Act must be specifically identified as such.**

Convincing explanation and rationale sufficient to justify each exemption consistent with the §1-210 of the Connecticut General Statutes, must accompany the proposal. The rationale and explanation must be stated in terms of the prospective harm to the competitive position of the vendor 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 above-cited statute. Please refer also to *Section 2.13.6, "Ownership of Proposals*

Between the vendor and the OSC, the final administrative authority to release or exempt any or all material so identified rests with the OSC.

ALL SUCH MATERIAL MUST BE SUBMITTED IN A SEPARATE SEALED ENVELOPE AND MARKED "CONFIDENTIAL". THIS INCLUDES ANY INFORMATION REQUESTED IN AN ELECTRONIC FORMAT.

2.14.18. Security Clearance

A Vendor receiving an award from this RFP must understand that all employees, including subcontracted personnel, shall be subject to all applicable Federal, State and Core-CT security procedures.

2.14.19. Ownership of System

All data, technical information, materials gathered, originated, developed, prepared, used or obtained in the performance of any resultant agreement, regardless of the state of completion, which are prepared for or are the result of the services required under any resultant agreement shall be and remain the property of the OSC. With respect to software computer programs and/or source codes developed for the OSC, the work shall be considered “work for hire,” i.e., the OSC, not the contractor, shall have full and complete ownership of all software computer programs and/or source codes developed. To the extent that any such materials may not be an operation of law, be a work made for hire in accordance with the terms of the agreement, the contractor will assign the OSC all right, title and interest in and to any such material, and the OSC shall have the right to obtain and hold in its own name copyrights, registrations and any other proprietary rights that may be available. The contractor’s pre-existing intellectual property, programs, systems and software (collectively, “IP”) proposed for the project, owned by a proposing vendor on the date of the contract execution, as well as any modifications, upgrades or adaptations thereto, shall remain the property of the Vendor. Upon contract award, the Vendor or contractor shall grant the OSC a non-exclusive, royalty-free license to use any of the Vendor’s/contractor’s IP delivered to the OSC for the purposes contemplated by the agreement during the term of the agreement and any extensions thereof.

2.14.20. Rights to Audit

The Vendor agrees to provide the Auditors of Public Accounts and responsible federal agencies and/or their representative’s access to State agency documents, papers or other records pertinent to the project and/or the any agreement executed in connection with the Project in order to conduct audits or examinations or to make excerpts or transcripts.

2.14.21. Warranty

The Vendor shall represent and warrant in the proposal that the system shall function according to the RFP requirements and Vendor's written specifications and that it shall be free from defects in materials and workmanship for a minimum period of one year after the OSC’s acceptance of the system. The Vendor shall represent and warrant that the vendor shall modify, adjust, repair and/or replace said system as the OSC deems it to be necessary or appropriate to have it perform in full accordance with the terms and conditions of the RFP.

2.14.22. Independent Price Determination

The Vendor must warrant, represent, and certify in the transmittal letter that the following requirements have been met in connection with this RFP:

1. The costs proposed herein have been arrived at independently, without consultation, communication, or agreement with any organization or competitor for the purpose of restricting competition as to any matter relating to such process;
2. Unless otherwise required by law, the costs quoted have not been knowingly disclosed by the Vendor on a prior basis directly or indirectly to any other organization or to any competitor for the purpose of restricting competition;
3. No attempt has been made or will be made by the Vendor to induce any other person or firm to submit or not to submit a proposal for the purpose of restricting competition; and,
4. The Vendor did not participate in the RFP development process, had no knowledge of the specific contents of the RFP prior to its issuance, and that no employee of the OSC participated directly or indirectly in the vendor's proposal preparation.

2.14.23. Offer of Gratuities

The Vendor must warrant, represent, and certify in the transmittal letter that no elected or appointed official or employee of the State of Connecticut has or will benefit financially or materially from this procurement. Any contract and/or award arising from this RFP may be terminated by the State if it is determined that gratuities of any kind were either offered to or received by any of the aforementioned officials or employees from the vendor, the vendors agent(s), representative(s) or employee(s).

2.14.24. Readiness of Offered Product

The Vendor must warrant, represent and certify in the Transmittal Letter that all System products (software, hardware, operating system, etc.) offered to the OSC in the proposal must be currently manufactured and available for general sales, lease, or licenses on the date the proposal is submitted. Any proprietary products must be identified as such.

2.14.25. Inspection of Work Performed

The Vendor will prepare and maintain all financial records and records of services performed as are necessary to substantiate claims for payment under this award/contract. The State of Connecticut, the OSC, the Auditors of Public Accounts, federal EPA auditors or their duly authorized representatives, shall have the right at reasonable times, upon reasonable notice to the Vendor, to examine all books, records, and other compilations of data which pertain to the performance and/or charges applicable to the provisions and requirements of this award/contract.

The Vendor will preserve and make available such books, records and data for a period of three years from the date of final payment under the resultant award/contract.

The Vendor will further retain such documents which are pertinent to any actions, suits, proceedings or appeals commenced during the three year period or until they have reached final disposition. The Vendor shall also make this a requirement of any subcontractors whom the vendor engages and, accordingly, this requirement shall be included in the contract and shall

survive the termination or expiration of the contract. During and after the installation of the products and System, the OSC, and its authorized representatives, shall be allowed access to inspect all Vendor materials, documents, work papers, equipment or products, deliverables, or any such other items which pertain to the scope of work for this RFP and contract. This requirement also applies to any subcontractors who may be engaged by the Vendor.

3. VENDOR PROPOSAL AND CONTENT REQUIREMENTS

3.1. Overview

This RFP will result in a single award for a vendor to provide services for the upgrade and enhancement of the Core-CT PeopleSoft ERP system. This includes, but is not limited to: upgrading the Core-CT PeopleSoft ERP system to the latest version; upgrading various PeopleSoft modules; implementation of the Oracle Business Intelligence Enterprise Edition; and the conversion of the OSC Retirement Payroll system into Core-CT. In addition the successful vendor will be responsible for developing a management and reporting structure for the upgrade and enhancement project and for implementing those practices necessary for the efficient and effective upgrade and implementation of the system.

3.2. General Format Requirements

The content of the Vendor's response must be exactly the same, between hardcopy and electronic submissions.

A vendor's proposal ("Proposal") must be submitted in two (2) separate sections under separate, bound covers:

- **Section I - Business and Technical Proposal**
- **Section II - Cost Proposal**

Vendors shall submit proposals according to the specifications supplied in herein. A valid proposal shall constitute the collection of:

- **One (1) signed, printed and bound original Business and Technical Proposal**
- **Eight (8) additional printed and bound copies of the original Business and Technical Proposal**
- **One (1) signed, printed and bound original Cost Proposal**
- **Eight (8) additional printed and bound copies of the original Cost Proposal**
- **Two (2) CD-ROM-based electronic copies of the entire proposal**

The entire Proposal must contain, at a minimum, the two sections and must be organized in the sequence indicated below. Vendors are requested to identify each section and subsections with clearly distinguished and labeled "tabs" so that specific sections can be easily referenced.

3.2.1. Formatting the Proposal's Content

The OSC is providing the following formatting expectations to ensure a uniformity of presentation. The body of the narrative material shall be presented using the following formatting guidelines:

- Text shall be on 8 ½" x 11" paper in the "portrait" orientation;
- Text shall be single spaced;
- The OSC prefers a Times New Roman baseline font for the body of the document with a font pitch no smaller than 11 points;
- The margin at the binding edge of any document shall be a minimum of one and one half inches (1½"), all other margins shall be one inch (1");
- Inline graphics or illustrations shall be clean and crisp in appearance and must be captioned appropriately;
- Any graphics or illustration may have a smaller text spacing, pitch and font size but must be legible;
- Oversize attachments or appendices should not exceed more than one fold to conform to 8 ½" x 11".

3.2.2. Electronic Versions (CD-ROM)

The Vendor is expected to provide the State with two (2) electronic versions of the proposal. These electronic versions are to be submitted using CD-ROM media, formatted for use with computers using the Microsoft Windows operating system. The two sets are to be submitted in the following manner:

Each CD must be submitted in a protective case and must be clearly labeled on the cover and spine in a manner consistent with the hardcopy submission. In addition, the CD itself must be labeled with the RFP reference and the caption.

Electronic versions of the proposal are to be rendered in the Word and Excel file formats. And the electronic version must contain a master table of contents supporting hyperlinks to each entry in the table of contents and a link to the master table of contents on each page.

Vendor marketing materials or other information not specifically related to the content of the RFP should not be included as part of the electronic version.

3.2.2.1 Corrupted Documents

When creating versions of the proposal for electronic submission, vendors shall ensure that all sections of the proposal are properly rendered and contain no corrupted text or illustrations and that all necessary fonts are embedded within the documents.

3.3. Content Requirements

3.3.1. Transmittal Letter

A transmittal letter must accompany all proposals. A corporate officer or person who is authorized to represent the company must sign this letter. A letter of transmittal must meet the following requirements:

1. Identify the submitting organization and the name, title, address, telephone number, and email address of the contact-person(s) responsible for clarifying proposal content and for approving any agreement with the OSC.
2. Explicitly indicate unequivocal acceptance of all the requirements of this RFP and must reflect written compliance to all its requirements.
3. Bear the signature of the person authorized to obligate the organization contractually.
4. Acknowledge receipt of any and all amendments to this RFP.

3.3.2. Table of Contents

The Table of Contents should reference all materials required by this RFP and any additional information or material the Vendor wishes to supply.

3.3.3. Executive Summary

Proposers must provide an Executive Summary. This is to permit a vendor to briefly summarize the most salient aspects of each section of the proposal in terms of satisfying the requirements presented in this RFP. The Executive Summary must provide a high-level overview of the proposer's proposed solution. The vendor must summarize its understanding of the objectives of the State in issuing this RFP, the intended results of the Project, the scope of work and any issues which need to be addressed in this Project. The executive summary should at a minimum provide the following information.

- A summary of the proposal to provide the OSC with an overview of the business and project features of the proposal.
- Description of the project team and each team member's roles and responsibilities and lines of authority and accountability. (Resumes should be included as an Attachment)
- Information on the background and qualifications of each partner.
- Discuss the risks and concerns arising from the OSC RFP.
- Explain what is needed from the OSC to begin the project.

The Executive Summary **shall not** mention the dollar amount proposed for the Project.

3.3.4. Company Overview

The OSC is seeking organization and client profile information, which may include its resellers or implementation partners.

1. Formal Company Name
2. Company Trade Name (If Different)
3. Physical Address
4. Mailing Address
5. Corporate TIN
6. Company Representative Contact Information
7. RFP Response Contact Person
8. Title
9. Daytime Telephone & Extension
10. Electronic Mail Address
11. Company Web Site
12. Publicly or Privately Held
13. Stock Symbol (Public Companies)
14. Corporate Status (C Corporation, 501(C) 3, LLC, etc.)
15. Date of Incorporation
16. State of Incorporation
17. Number of Business Locations
18. Address and Description of offsite Development Center(s)
19. Address
20. Management Structure / Organization Chart
21. Number of Employees
22. Number of Developers
23. Number of Help Desk or Support Staff
24. Number of Active Government Clients or Customers
25. Resellers or Partners & Nature of Partnership

The OSC desires that this information be provided in a tabled format, for example:

COMPANY PROFILE – SAMPLE, INC.	
Formal Company Name	Sample Company, Inc.
Company Trade Name	Sample Consulting
Physical Address	123 Anywhere Street Anytown, CT 01234
Mailing Address	P.O. Box 123 Anytown, CT 01234
Corporate Tax Identification	12-34567
<i>and so forth...</i>	

3.3.5. Summary Qualifications

Vendors are asked to briefly summarize their qualifications to provide services for the upgrade and enhancement of the Core-CT PeopleSoft ERP system. Vendors must demonstrate their ability to implement the Project and must provide a work plan, describe methodologies, list and describe deliverables and include a proposed work schedule for each of the following.

- Upgrading the Core-CT PeopleSoft ERP system to the latest version;
- Upgrading various PeopleSoft modules;
- Conversion of the OSC Retirement Payroll system into Core-CT; and
- Developing a management and reporting structure for the upgrade and enhancement project and for implementing those practices necessary for the efficient and effective upgrade and implementation of the system.

Other factors to be detailed in this section include, but are not limited to, project schedule, change control procedures, project reporting, testing techniques, quality assurance protocol and resolution methods.

3.3.5.1 Firm Description

Vendors must provide historical, financial, sales, and organizational information and, if applicable, similar information for proposed subcontractors:

3.3.5.2 Size and Organization

Vendor must provide a brief summary and organization chart of the company should be included. If the company is a subsidiary of another company, the name and address of the parent company must be provided

3.3.5.3 Financial Status

Vendor must provide copies of Audited Financial statements for the past three (3) years and a statement as to whether there is expected to be any substantial change in financial position or income in FY 2011 or FY 2012.

3.3.6 Experience

The Vendor must thoroughly describe, in the form of a narrative, its experience installing and upgrading PeopleSoft ERP systems. In addition please include information regarding the qualification and relevant experience of key personnel. In describing key personnel please include the following information:

- Names of key personnel to be assigned to the Project;
- Resumes (up to two (2) pages each);
- Position within the organization, including employment status;
- Assignment for the Project;
- Present assignment for other projects;
- Percent of time that this individual will be dedicated to the Project; and
- Project references where the individual has worked on a similar assignment.

3.3.7 References

Vendors must provide a minimum of five (5) Client References. At least one (1) of the references must be a state government implementation or similar sized public body implementation where the Vendor was the Prime Vendor for upgrading, installing and implementing PeopleSoft ERP systems. Please include the following for each reference:

- Name
- Address
- Description of client for whom services were provided
- Type of organization
- Contract information
- Description of project
- Month and year of implementation and completion of projects
- Comparable information for subsequent services rendered.

3.3.8 Vendor Certifications and Affidavits

Please include completed copies of the following Vendor Certifications and Affidavits, copies of which are provided in Appendix A of this RFP:

- Gift and Campaign Contribution Certification
- Consulting Agreement Affidavit
- Affirmation of Receipt of State Ethics Laws
- Nondiscrimination Certification

- Campaign Contribution and Solicitation Ban

3.4 Bidder Contract Compliance Monitoring Report

The BIDDER CONTRACT COMPLIANCE MONITORING REPORT, attached as Appendix C, must be completed in full, signed, and included with the Proposal submitted in response to this RFP.

The OSC and the State of Connecticut Commission on Human Rights and Opportunities will use the information contained thereon to determine the bidder's 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 bidder's "good faith efforts" to include minority business enterprises as subcontractors and suppliers for the work of the contract.

3.5 Cost Information

Any and all references and information relating to Cost must be contained in a document separate from the Executive Summary and Business and Technical responses. Inclusion of any cost information in any section other than the separate Cost Response is grounds for elimination.

Costs are to be provided in the MS Excel template posted along with this RFP. Should Bidders wish to include additional cost information they are welcome to do so in additional attachments. However, failure to provide cost information in the provided template, in part or in total, may be grounds for elimination.

All aspects of the cost response are to be firm, fixed price quotations with the exception of the hourly rates for work related to but not specified in this RFP. The specific tasks and deliverables will be further defined in the Agreement. Costs not specifically identified in a Vendor's response, and accepted by the OSC, will not be contemplated under any Agreement entered into pursuant to this RFP.

The Vendor shall provide cost, time, and staffing estimates for each of the aforementioned modules and entities for State-wide implementation and deployment. Further, these estimates are to be based upon implementing the product without modification or customization. In addition, the Vendor shall provide an additional estimate that shall be expressed as a "bank" of hours (provide number of days) that can be drawn on to create modifications or customizations to the COTS products that may be required to achieve the functionality required for the additional modules and limited scope entities

Vendors must provide the hourly rate for every individual identified in their staffing tables. This information will be used if, in addition to completing the fixed price tasks and deliverables described in this RFP including but not limited to modifications or customizations, the winning Proposer is engaged by OSC to complete tasks related to, but not specified, in this RFP.

The OSC reserves the right to review all aspects of the Cost Proposal for reasonableness and to request clarification of any proposal where cost component shows significant and unsupported deviation from industry standards or in areas where more detailed pricing is required.

3.6 Cost Table (Attached as Exhibit D)

How to fill in the template:

- In Cost Tables 1 – 4, the upper rows (e.g. Program Management Services), list all Labor Grades (e.g. Partner, Sr. Mgr. etc) in the first column. In the second column, provide the anticipated rate per hour for that labor grade. The successive columns should contain the number of labor hours for that month for that labor grade (if there are multiple people then the number hours would be 320 hours for that month). Please remember these are adding up to a total fixed price.
- In Cost Tables 1 - 4, the lower rows (e.g. Optional PM Services), list all Labor Grades (e.g. Partner, Sr. Mgr. etc) in the first column. In the second column, provide the anticipated rate per hour for that labor grade. The successive columns should contain the number of labor hours for that month for that labor grade (if there are multiple people then the number hours would be 320 hours for that month). These are T&M estimates for any services the Bidder wishes to offer that exceeds the State's requirements but the Bidder wishes to recommend for the State's consideration.
- Bidders are encouraged to insert sub-totals and total lines and can create tabs that calculate total costs based on the rates and hours but may be disqualified if the base information required by the template is not provided.

4. EVALUATION AND SELECTION CRITERIA

4.1. General Considerations

An evaluation team ("Evaluation Team") composed of representatives of the State will evaluate proposals on a variety of quantitative and qualitative criteria. Neither the lowest price nor highest scoring proposal will necessarily be selected. The State reserves full discretion to determine the competence and responsibility, professionalism and/or financial soundness, of Vendors. Vendors are to provide, in a timely manner, any and all information that the State may deem necessary to make a decision.

The Proposals will be carefully evaluated for conformance with the requirements of this RFP and demonstration of competency and responsibility as presented in the Proposal. Proposers will be awarded a maximum of 100 points based on the criteria set forth below:

4.1.1. Project Approach and Implementation (30%)

Evaluation will include the Vendor's approach and demonstrated ability to implement the PeopleSoft Upgrade and Enhancements for OSC. Vendors must address all specified requirements in the RFP with concise tangible responses explaining the methodology to be used

to comply with each requirement. Other factors include project schedule, change control procedures, project reporting, testing techniques, and quality-assurance protocol and resolution methods.

4.1.2. Vendor's Strength and Experience (15%)

Evaluation will include the Vendor's prior experience installing and upgrading PeopleSoft and/or similar integrated financial software systems. In addition, evaluation will focus on the Vendors organization and integration to deliver the services required under the RFP. Evaluation will also include the Vendor's demonstration of financial stability and industry reputation (including checked references). To assist in the evaluation of this criteria the Vendor must include:

- Copies of Audited Financial Statements for the past three (3) years; and
- Statement as to whether there is expected to be any substantial change in financial position or income in 2011 and 2012.

4.1.3. Strength and Expertise of Project Team (25%)

Evaluation will include qualification and relevant experience of key personnel. In addition to a review of key personnel experience, evaluation of each individual's employment status (full time or contract employee), whether the project team has successfully worked together on previous assignments, and a statement from the Vendor that is sufficiently committed to keeping the individual team members intact during the duration of the Project. To support this evaluation, the Vendor must include:

- The names of key personnel assigned to the Project;
- Resumes (up to 2 pages each)
- Position of the individual within the company (including employment status)
- Assignment for this Project
- Present assignment for other projects
- Percent of time that this individual will be dedicated to this Project
- Project references where the individual has worked on a similar assignment.

4.1.4. Cost Proposal (30%)

The Vendor must indicate firm fixed prices for the services require under the RFP. The Price shall include all professional fees, administrative fees, charges and all out-of-pocket expenses to be incurred in connection with the completion of the services described in the RFP. Appropriate documentation, assumptions and other relevant support materials explaining each of the cost components utilized to develop the Vendor's price shall be included so that the OSC may fully understand what each component encompassed and can accurately compare costs estimates for all proposals.

APPENDIX A

VENDOR CERTIFICATIONS/AFFIDAVITS

ATTACHMENT 1

GIFT AND CAMPAIGN CONTRIBUTION CERTIFICATION

**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 its 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 contractor 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:

<u>Contribution Date</u>	<u>Name of Contributor</u>	<u>Recipient</u>	<u>Value</u>	<u>Description</u>

Lawful Campaign Contributions to Candidates for the General Assembly:

<u>Contribution Date</u>	<u>Name of Contributor</u>	<u>Recipient</u>	<u>Value</u>	<u>Description</u>

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 _____, 20__.

Commissioner of the Superior Court (or Notary Public)

For State Agency Use Only

Awarding State Agency

Planning Start Date

Contract Number or Description

ATTACHMENT 2

CONSULTING AGREEMENT AFFIDAVIT

**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 _____, 20__.

Commissioner of the Superior Court
or Notary Public

ATTACHMENT 3

**SUMMARY OF STATE ETHICS LAWS AND AFFIRMATION OF RECEIPT OF
SUMMARY OF STATE ETHICS LAWS**

Guide for Current or Potential State Contractors

INTRODUCTION

The Connecticut Office of State Ethics (OSE) is an independent regulatory agency for the state of Connecticut, charged with administering and enforcing the Connecticut Codes of Ethics, located in the Connecticut General Statutes, Chapter 10.

The Ethics Codes under the OSE's jurisdiction are comprised of:

- The Code of Ethics for Public Officials (Part I);
- The Code of Ethics for Lobbyists (Part II); and
- Limited jurisdiction over Ethical Considerations Concerning Bidding and State Contracts (Part IV).

This guide provides general information only. The descriptions of the law and the OSE in this guide are not intended to be exhaustive. Please review the Advisory Opinions and Declaratory Rulings on our website or contact the Legal Division of the OSE with any questions regarding interpretation of the law.

For more information on the subjects discussed in this guide, call, write or visit:

Connecticut Office of State Ethics
18-20 Trinity Street
Suite 205
Hartford, CT 06106
860/263-2400
www.ct.gov/ethics

Citizen's Ethics Advisory Board:

G. Kenneth Bernhard, Chairperson (through September 2011)
Thomas H. Dooley, Vice Chairperson (through September 2012)
Ernest Abate (through September 2011)
Kathleen F. Bornhorst (through September 2012)
Rebecca M. Doty (through September 2011)
General David Gay, (ret.) (through September 2013)
Dennis Riley (through September 2013)
Winthrop Smith, Jr. (through September 2013)
Shawn T. Wooden (through September 2013)

Guide for Current or Potential State Contractors

CONTENTS

Introduction	2
Office of State Ethics	4
The Big Picture	4
Benefits to State Personnel	
Gifts	5
Necessary Expenses	7
Fees/Honorariums	7
Hiring State Personnel	
Post-state Employment	8
Outside Employment	9
Other Provisions	
Prohibited Activities	10
Affidavits	10
Investment Services	10
Registering as a Lobbyist	10
Contribution Ban for	
Communicator Lobbyists	10
Sessional Ban for Client Lobbyists	11
Public Act 05-287	11
Executive Orders	11
Additional Information	12

Guide for Current or Potential State Contractors

THE OFFICE OF STATE ETHICS (OSE)

The Connecticut Office of State Ethics (OSE) was officially created on July 1, 2005, by Public Act 05-183. The governing body of the OSE is the Citizen's Ethics Advisory Board (CEAB), nine members appointed by the Governor and legislative leadership. The CEAB holds monthly meetings that are open to the public and that are often covered by CT-N. A schedule of CEAB meeting dates, times and locations is available on the OSE's Web site, www.ct.gov/ethics.

The OSE is an independent watchdog agency for the state of Connecticut that administers Connecticut General Statutes, Chapter 10, Parts I and II, with limited jurisdiction over Part IV.

Simply put, the OSE educates all those covered by the law (the "regulated community"); provides information to the public; interprets and applies the codes of ethics; and investigates potential violations, and otherwise enforces the codes.

The OSE is made up of the following components:

- Citizen's Ethics Advisory Board
- Executive Director
- Legal Division
- Enforcement Division

THE BIG PICTURE

All state officials and employees (except judges) are covered by Part I of the Code of Ethics for Public Officials (henceforth, Part I, or the Code). It is important to remember that certain provisions of the Code also apply to public officials and state employees after they leave state service.

As you read through this guide, be aware that these laws were enacted to prevent individuals from using their public position or authority for personal, financial benefit.

Each state agency also has its own ethics policy, which in many cases may be more restrictive than what follows. Be sure to obtain a copy of the agency's policy before you attempt to provide any benefit to an agency official or employee.

Guide for Current or Potential State Contractors

GIVING BENEFITS TO STATE PERSONNEL

Gifts

As a current or potential state contractor, you are presumably doing business with or seeking to do business with a state agency, and are therefore considered to be a **restricted donor**. In general, public officials, state employees and candidates for public office may not accept gifts from restricted donors.

Restricted Donors

Restricted donors include:

- Registered lobbyists (a list is available on the OSE's Web site) or a lobbyist's representative;
- Individuals or groups doing business with a state department or agency;
- Individuals or groups seeking to do business with a state department or agency;
- Individuals or groups engaged in activities regulated by a state department or agency; or
- Contractors pre-qualified by the Connecticut Department of Administrative Services (Conn. Gen. Stat. § 4a-100).

A **gift** is defined as anything of value that is directly and personally received by a public official or state employee (or sometimes family members of those two categories) *unless* consideration of equal or greater value is provided. Conn. Gen. Stat. § 1-79 (e).

Gift Exceptions

There are, however, certain exceptions to this definition of gift. Not all exceptions are covered below; see Conn. Gen. Stat. § 1-79 (e) (1) – (17) for the complete list.

- *Token Items* – Restricted donors such as current or potential state contractors may provide any item of value that is not more than \$10 (such as a pen, mug, or inexpensive baseball cap) to a public official or state employee, provided that the annual aggregate of such items from a single source is \$50 or less. Conn. Gen. Stat. § 1-79 (e) (16).
 - *Food and Beverage* – Restricted donors may also provide less than \$50 worth of food and beverage in a calendar year to a public official or state employee, provided that the restricted donor or his/her representative is in attendance when the food and/or beverage is being consumed. Conn. Gen. Stat. § 1-79 (e) (9).
 - *Training* – Vendors may provide public officials and state employees with training for a product purchased by a state or quasi-public agency provided such training is offered to all customers of that vendor. Conn. Gen. Stat. § 1-79 (e) (17).
-

Guide for Current or Potential State Contractors

- *Gifts to the State* – Restricted donors may provide what are typically referred to as “gifts to the state.” These gifts are goods and services provided to a state agency or quasi-public agency for use on state or quasi-public agency property or that support an event, and which facilitate state or quasi-public action or functions. Conn. Gen. Stat. § 1-79 (e) (5).
- *Other Exceptions* – There are a total of 17 separate gift exceptions in the Code. Also exempt from the definition of gift are items such as informational materials germane to state action, ceremonial plaques or awards costing less than \$100, or promotional items, rebates or discounts also available to the general public. See Conn. Gen. Stat. § 1-79 (e) (1) – (17).

Note: The popularly-cited exception for major life events does not apply to those who are regulated by, doing business with or seeking to do business with a state agency. The only restricted donor that can make use of this very narrow exception is a registered lobbyist.

Gift Provisions

Example: You are in the process of submitting a contracting bid to a state agency. You provide the agency head with a gift certificate for \$45 to a popular West Hartford eatery for her to use on her own. You have not previously given anything of value to this individual. Even though you are under the permissible \$49.99 food and beverage limit, this gift is not allowed because you or your representative will not be in attendance while the food and beverage is being consumed.

Reporting Requirements

Should you or your representative give something of \$10 or more in value to a public official or state employee, you must, within **10 days**, give the gift recipient and the head of that individual’s department or agency a written report stating:

- Name of the donor;
- Description of item(s) given;
- Value of such item(s); and
- Total cumulative value of all items to date given to that recipient during the calendar year.

This helps both you and the state employee keep track of the gift exceptions noted above, so that permissible limits are not exceeded. Conn. Gen. Stat. § 1-84 (o). A courtesy form is available for this notification on the OSE’s Web site, in the “Forms” section.

Guide for Current or Potential State Contractors

Necessary Expenses

You may provide necessary expenses to a public official or state employee **only** if the official or employee, in his/her official capacity, is actively participating in an event by giving a speech or presentation, running a workshop, or having some other active involvement.

Necessary expenses are limited to:

- Travel (coach or economy class);
- Lodging (standard cost of room for the nights before, of, and immediately following the event);
- Meals; and
- Related conference expenses.

Conn. Gen. Stat. § 1-79 (9).

Entertainment costs (tickets to sporting events, golf outings, night clubs, etc.) are **not** necessary expenses. Necessary expense payments also **do not** include payment of expenses for family members or other guests.

Fees/Honorariums

Public officials and state employees may **not** accept fees or honorariums for an article, appearance, speech or participation at an event in their official capacity.

Fees or honorariums for such activities, if offered based solely on expertise and without any regard to official capacity, may be acceptable. Contact the OSE before offering such payment to an official or employee. Conn. Gen. Stat. § 1-84 (k).

Necessary Expenses, Fees and Honorariums

Example: You invite a state employee to travel to New York City to give a speech to your managers on issues surrounding contracting with a state agency. You provide Amtrak fare for the employee as well as his spouse, who will spend the day in the city. The evening of the speech, you will treat the employee and his spouse with complimentary tickets to a Broadway show in lieu of a speaking fee. You may provide coach class travel expenses only to the state employee who is actively participating in an event. In this case, you may only provide Amtrak fare for the employee giving the speech, not his spouse. Entertainment costs, such as tickets to a show, are not considered necessary expenses and may not be provided. Additionally, state employees may not accept fees or honorariums for a speech given in their official capacity.

Guide for Current or Potential State Contractors

HIRING STATE PERSONNEL

Post-state Employment (Revolving Door)

If you are considering hiring a *former* state employee, you should be aware of the Code's post-state employment, or revolving door, provisions.

Lifetime Bans

- Former state employees may **never** disclose any confidential information they learned during the course of their state service for anyone's financial gain. Conn. Gen. Stat. § 1-84a.
- A former state official or employee may **never** represent anyone other than the state regarding a particular matter in which he or she was personally or substantially involved while in state service and in which the state has a substantial interest. This prevents side switching. Conn. Gen. Stat. § 1-84b (a).

One-year Bans

- If you hire or otherwise engage the services of a former state official or employee, he or she may not represent you before his or her former agency for a period of **one year** after leaving state service. Conn. Gen. Stat. § 1-84b (b). (See Advisory Opinion 2003-3, which provides a limited exception to this provision if the employee is providing purely technical expertise to help implement a previously-awarded contract. This exception applies to extremely limited circumstances; contact the OSE for guidance.)
- You are prohibited from hiring a former state official or employee for a period of **one year** after he or she leaves state service if that individual was substantially involved in, or supervised, the negotiation or award of a contract (that you or your business was a party to) valued at \$50,000 or more, and the contract was signed within his or her last year of state service. Conn. Gen. Stat. § 1-84b (f).
- Employees who held certain specifically-designated positions (with significant decision-making or supervisory responsibility) at certain state regulatory agencies are prohibited from seeking or accepting employment with any business subject to regulation by the individual's agency within **one year** of leaving the agency. Likewise, such businesses may not hire those employees. Note that there is an exception for *ex-officio* board or commission members. Conn. Gen. Stat. § 1-84b (c).

Post-state Employment

Example: You run a hospital regulated by the Office of Health Care Access (OHCA). You would like to offer a job to the former Commissioner of OHCA, who has been out of state service for 5 months. Because the hospital is regulated by a state agency whose Commissioner is specifically designated in 1-84b (c), the former head of such agency would not be permitted to accept employment with you for one full year after leaving state service. See Advisory Opinion 2003-19.

Guide for Current or Potential State Contractors

Outside Employment for Current Public Officials and State Employees

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 be aware of the following rules regarding the employment of current state employees.

- A current state employee may not accept outside employment that impairs his or her independence of judgment regarding his or her state duties, or that encourages him or her to disclose confidential information learned in his or her state job. Conn. Gen. Stat. § 1-84 (b).
- A current state employee may not use his or her state position for his or her own financial gain or the gain of his or her family (spouse, child, child's spouse, parent, brother or sister) or an associated business, however inadvertent that use may be. Conn. Gen. Stat. § 1-84 (c).

Other Considerations

Business entities engaged in Indian gaming activities in the state should be aware of specific provisions that apply to present or former Gaming Policy Board or Division of Special Revenue public officials or employees. See Conn. Gen. Stat. §§ 1-84b (d) and (e).

Outside Employment

Example: Your small business occasionally receives grants or contracts from Agency X. You know that a particular contract manager with Agency X has the skills you need to help you grow your business. This employee has expressed interest in earning a little extra money for himself, while helping you with your business in the evenings and on weekends. It would constitute an impermissible impairment of judgment for the employee of Agency X, who has contract management responsibilities, to accept outside employment with your business – a business that receives grants or contracts from Agency X.

Guide for Current or Potential State Contractors

OTHER PROVISIONS

Prohibited Activities for Consultants or Independent Contractors

If you are hired by the state as a consultant or independent contractor, you are prohibited from the following:

- Using your authority under the contract or any confidential information acquired during the course of the contract for your financial gain or the financial gain of your immediate family;
- Accepting another state contract that would impair your independence of judgment or your performance in your existing state contract; and
- Accepting anything of value based on the understanding that your actions on behalf of the state would be influenced.

Conn. Gen. Stat. § 1-86e (1) – (3); see also Conn. Gen. Stat. § 1-101nn.

Gift and/or Campaign Contribution Certifications

Contractors seeking large state contracts must provide certifications 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. Copies of these certifications and other updated information regarding state contractors can be found on the Web sites of the Department of Administrative Services (www.das.state.ct.us) and the Office of Policy and Management (www.opm.state.ct.us).

Investment Services and the Office of the Treasurer

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

Registering as a Lobbyist

If you or your business spends or receives over \$2,000 in a calendar year for activities that constitute lobbying under Part II of the Code of Ethics (whether to affect legislation or the actions of an administrative state agency), you/your business may have to register as a lobbyist with the Office of State Ethics. Lobbyist registration information is available at www.ct.gov/ethics.

Contribution Ban for Communicator Lobbyists (Conn. Gen. Stat. § 9-610 (g) and (h).)

Registered communicator lobbyists, their affiliated political action committees (PACs), as well as members of their immediate families are banned from soliciting or donating political campaign contributions. Please contact the State Elections Enforcement Commission at 860-256-2940 for more information.

Guide for Current or Potential State Contractors

Sessional Contribution Ban for Client Lobbyists (Conn. Gen. Stat. § 9-610 (e).)

Registered lobbyists and their affiliated political action committees (PACs) are banned from soliciting or donating political campaign contributions. Specifically, there is a temporary ban while the General Assembly is in session that applies to all registered client lobbyists and their affiliated PACs. Please contact the State Elections Enforcement Commission at 860-256-2940 for more information.

Public Act 05-287

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

- 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;
- Intentionally or recklessly charging a state agency for work not performed or goods or services not provided;
- Falsifying invoices or bills; or
- Intentionally violating or circumventing state competitive bidding and ethics laws.

This Act also requires any prospective state contractor to affirm in writing that he or she has received a summary of the state's ethics laws and that his or her key employees have read and understood the summary and agree to comply with the applicable provisions. Conn. Gen. Stat. § 1-101qq.

An affirmation form is available through the Connecticut Office of Policy and Management.

Executive Orders

Executive Order 3

Under this Order, the Department of Administrative Services established and maintains on its Web site the State Contracting Portal for purposes of posting all contracting opportunities with state agencies and providing information on contracting processes and procedures.

Executive Order 7C

This Order covers the State Contracting Standards Board, established to conduct a comprehensive review of existing procurement and contracting laws and prepare a uniform code to govern all aspects of procurement and contracting.

The full text of these Executive Orders can be found on the Governor's Web site, www.ct.gov/governorrell/site/default.asp.

Guide for Current or Potential State Contractors

FOR MORE INFORMATION

This guide provides general information only. The descriptions of the law and the OSE in this guide are not intended to be exhaustive. For more information regarding the Code of Ethics as it pertains to current or potential state contractors, please contact the Legal Division of the Office of State Ethics, Monday – Friday, 8:30 a.m. to 5:00 p.m.

Office of State Ethics
18-20 Trinity Street
Hartford, CT 06106-1660
T: 860/263-2400
F: 860/263-2402
www.ct.gov/ethics

Specific Contacts:

Questions or advice regarding the Ethics Codes: Ethics.Code@ct.gov
Lobbyist filing/reporting questions: lobbyist.OSE@ct.gov
Public official filing/reporting questions: SFI.OSE@ct.gov
Enforcement questions: Ethics.Enforcement@ct.gov
All other inquiries: ose@ct.gov

January 2010

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/guides/contractors_guide_09_final.pdf

Signature

Date

Printed Name

Title

Firm or Corporation (if applicable)

Street Address

City

State

Zip

Awarding State Agency

ATTACHMENT 4

NONDISCRIMINATION CERTIFICATION



STATE OF CONNECTICUT

NONDISCRIMINATION CERTIFICATION — NEW RESOLUTION BY ENTITY

FOR CONTRACTS VALUED AT \$50,000 OR MORE

*DOCUMENTATION IN THE FORM OF A CORPORATE, COMPANY, OR PARTNERSHIP POLICY
ADOPTED BY RESOLUTION OF THE BOARD OF DIRECTORS, SHAREHOLDERS, MANAGERS,
MEMBERS OR OTHER GOVERNING BODY OF A CONTRACTOR THAT CERTIFIES THE CONTRACTOR
COMPLIES WITH THE NONDISCRIMINATION AGREEMENTS AND WARRANTIES UNDER
CONNECTICUT GENERAL STATUTES §§ 4A-60(A)(1) AND 4A-60A(A)(1), AS AMENDED*

INSTRUCTIONS:

For use by an entity (corporation, limited liability company, or partnership) when entering into any contract type with the State of Connecticut valued at \$50,000 or more for any year of the contract. Complete all sections of the form. Submit to the awarding State agency prior to contract execution.

CERTIFICATION OF RESOLUTION:

I, _____, _____, of _____,
Authorized Signatory Title Name of Entity

an entity duly formed and existing under the laws of _____,
Name of State or Commonwealth

certify that the following is a true and correct copy of a resolution adopted on the ____ day of
_____, 20____ by the governing body of _____,
Name of Entity

in accordance with all of its documents of governance and management and the laws of

_____, and further certify that such resolution has not been modified
Name of State or Commonwealth

or revoked, and is in full force and effect.

RESOLVED: That the policies of _____ comply with the
Name of Entity

nondiscrimination agreements and warranties of Connecticut General Statutes §§ 4a-60(a)(1) and
4a-60a(a)(1), as amended.

The undersigned has executed this certificate this ____ day of _____, 20____.

Authorized Signatory

Date

Printed Name

ATTACHMENT 5

CAMPAIGN CONTRIBUTION AND SOLICITATION BAN

**STATE OF CONNECTICUT
STATE ELECTIONS ENFORCEMENT COMMISSION
20 Trinity Street Hartford, Connecticut 06106—1628**

SEEC FORM 10

**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 on page 2):

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.

Receipt acknowledged: _____
(signature) (date)

Print name: _____ Title: _____

Company Name: _____

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.

APPENDIX B

INFORMATION PROCESSING SYSTEMS AGREEMENT

The OSC's preferred Information Processing Systems Agreement is included in this Attachment to this RFP. It represents a contract that the OSC believes is equitable to both the OSC and the selected contractor.

The OSC reserves the right to incorporate into this Agreement any and/or all terms and conditions that may be deemed to be fair or beneficial to the OSC. The OSC, however, will not waive, modify or entertain modifications to Sections 25-43 of this Attachment as currently written in this RFP.

If contract negotiations cannot be successfully concluded with a selected contractor, the OSC may, at its sole discretion, proceed to withdraw the offer and offer a contract to another competing firm, or follow any other course of action that it deems necessary or advisable to meet its statutory responsibilities.

INFORMATION PROCESSING SYSTEMS AGREEMENT

This Information Processing Systems Agreement hereinafter referred to as the “Agreement” or “Contract” is made by and between the **State of Connecticut, Office of the State Comptroller**, hereinafter referred to as the “OSC” located at 55 Elm Street, Hartford, CT 06106, and _____, hereinafter referred to as the “Contractor,” having its principal place of business at _____. The terms and conditions of this Agreement are contained in the following sections:

In consideration of the mutual promises and covenants contained in this Agreement, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto do hereby agree as follows:

1. TERM OF AGREEMENT

This Agreement shall become effective upon its approval as to form by the Office of the Attorney General of the State of Connecticut and shall continue until terminated in accordance with the provisions of Section 23, “**TERMINATION OF AGREEMENT**”.

2. DEFINITIONS

- (a) “Alterations” as used herein, shall mean modifications made by the OSC to any Deliverable thereby making such Deliverable non-conformant with Contractor design and/or operation specifications.
 - (b) “Business Services Office” as used herein, shall mean the division within the OSC responsible for the authorization of direct purchase of all information technology and telecommunications goods and services for the OSC.
 - (c) “Clarification Document” as used herein, which is attached to and made a part of this Agreement as Exhibit 4, shall be the document which sets forth the clarifications to the Contractor’s Proposal requested by and accepted by the OSC.
 - (d) “Contracting Agency” as used herein, shall mean the OSC.
 - (e) “Deliverable” as used herein, shall mean any product, whether hardware, software, documentation, license, information or otherwise, or any service, whether development, integration, administrative, maintenance, operations, support, or otherwise, or any warranty, that is an element of the Contractor’s overall approach and solution to the requirements of the RFP, whether produced by the Contractor or by a third party as a supplier or subcontractor to the Contractor, that is agreed to be provided to the OSC by the Contractor pursuant to this Agreement.
-

- (f) “Designated PU” as used herein, shall mean any Processor Unit (PU) or attached processor (AP) complex, including associated peripheral units, specified in the Agreement. The Agreement may designate more than one PU for either different Sites or Site(s) with multiple interconnected PU’s.
 - (g) “Improvements” as used herein, shall mean Contractor changes made to Deliverables from time to time either to provide additional functions for the OSC’s use or to correct errors and other performance deficiencies noted by the OSC and reported to Contractor.
 - (h) “Licensed Software” as used herein, shall mean computer program(s) acquired from Contractor under an agreement whereby the OSC acquires the right to use the product but does NOT acquire the licensor’s: (1) title to the product nor, (2) liability for payment of any tax levied upon the product, nor (3) liability for payment of any liability/casualty premium for the product.
 - (i) “POP” (Primary Operation Period) as used herein, shall mean the days and hours of normal system operations and availability, which is to be 18 hours per day, from 6:00 a.m. to 12:00 a.m., Local Hartford, Connecticut time, seven (7) days a week.
 - (j) “PPM” (Prime Period Maintenance) as used herein, shall mean maintenance services and/or technical support performed between 7:00 a.m. and 6:00 p.m. Monday through Friday, exclusive of published State holidays. Maintenance services and/or technical support performed during any other time is hereinafter referred to as “Non-PPM” (Non-Prime Period Maintenance).
 - (k) “Product Schedule” as used herein, which is attached to and made a part of this Agreement as Exhibit 3, shall mean that document which establishes the component or unit pricing, and price schedules and terms as applicable, for every Deliverable available pursuant to this Agreement.
 - (l) “Project Implementation Schedule” as used herein, which is attached to and made a part of this Agreement as Exhibit 2, shall mean that document which itemizes agreed invoice amounts by date, as specified in the Project Implementation Summary, Purchase Orders or Change Orders, subject to the OSC’s acceptance of associated Deliverables.
 - (m) “Project Implementation Summary” as used herein, which is attached to and made a part of this Agreement as Exhibit 1, shall mean that document which itemizes milestones, phases, stages, and Deliverables by date of completion, including where checkpoints are to be taken to assure the OSC that the provision of Deliverables are proceeding according to schedule.
 - (n) “Purchase Order” as used herein, shall mean a document issued by the OSC for one or more Products or Deliverables in accordance with the terms and conditions of this Agreement.
-

- (o) “RFP” as used herein, shall mean the Request for Proposal issued by the OSC on _____, concerning the **PeopleSoft Upgrade and Enhancement Consulting Services**.
- (p) “Site” as used herein, shall mean a location of a computer system or systems consisting of one processing unit (PU) or multiple interconnected processing units.
- (q) “Specifications” as used herein, shall mean the Contractor’s published technical and non-technical detailed descriptions of a Deliverable’s capabilities and/or intended use.
- (r) “System” as used herein, shall mean Contractor furnished or otherwise supplied hardware, software and documentation that collectively and in an integrated fashion fulfill the business and technical requirements of the RFP and, as may be further defined pursuant to this Agreement.
- (s) “Warranty Period” as used herein, shall mean the twelve (12) months following acceptance by the OSC of the System after successful completion of all Site Acceptance Tests.

3. ACQUIRING DELIVERABLES

- (a) Subject to the terms and conditions of this Agreement, Contractor shall sell, transfer, convey and/or license to the OSC any duly ordered Deliverable. Such Deliverables shall be available in the Product Schedule and listed in Purchase Orders issued by the OSC.
 - (b) Purchase Orders shall contain, as appropriate, the following related information:
 - (i) Delivery Site and OSC Contact Person
 - (ii) Identity of this Agreement by Reference Number
 - (iii) Contractor Contact Person and Contact Information
 - (iv) For hardware and software Deliverables:
 - (1) Installation PU and Operating System
 - (2) Product Number, Description and Quantity
 - (3) Applicable rate, license term, and quantity extensions
 - (4) Applicable installation and other one-time charge rate(s)
 - (5) Applicable maintenance and support provisions and rate(s)
 - (6) Applicable product maintenance and support zone & surcharge rate(s)
 - (v) For services:
 - (1) Description of service
 - (2) Quantity of hours or days to be purchased, by service level classification
 - (3) Applicable Project Implementation and Quality Assurance Plans
 - (vi) Implementation Summary, if applicable
 - (vii) Current Product Schedule, if applicable
 - (viii) Invoice Schedule, if applicable
 - (ix) Total Cost
 - (x) Valid authorization from Business Services Office
-

- (c) Any Purchase Order which has been accepted by the Contractor, shall be attached to, and subject to the terms and conditions of, this Agreement and shall remain attached until such time as the Purchase Order obligations are fulfilled or until State acceptance of full performance of all requirements contained therein, or extended or terminated sooner under the terms of this Agreement. During the period of attachment, the Purchase Order shall be known as an “Attachment” and shall hereinafter be referred to as such.
 - (d) Contractor may supplement the Product Schedule at any time to make additional products, services and related items available to the State, provided that the effective date of each supplement is stated thereon. Any supplement must be transmitted to the OSC with a cover letter documenting formal approval of the supplement by a Contractor representative then legally empowered to so act.
 - (e) Notwithstanding any other provision of this Agreement, no material change may be made to the list of Products on the Product Schedule that alters the nature or scope of the Products or their intended use. Any change in the Products listed in the Product Schedule is conditioned upon the new products being of a similar nature and having a similar use as the defined Products. An update of the Products or the addition of Products that are related to or serve similar functions as the Products is permissible only with the prior approval of the OSC. Upon OSC receipt of ninety (90) calendar days’ prior written notice, Contractor may update the Deliverable Price Schedule pricing by amending the Product Schedule effective July 1 of any State of Connecticut fiscal year, provided: (1) the Product Schedule amendment is transmitted and approved in the same manner as described for supplements in Subsection 3(d), (2) no software license, or Deliverable maintenance or service rate is increased within the first year of any Deliverable acceptance, and (3) any such price increase shall not exceed the lesser of five percent (5%) or the U.S. City Average, all items, Consumer Price Index (as displayed on the U.S. OSC of Labor’s website: (<http://www.bls.gov/cpi/>) in any State of Connecticut fiscal year. In no case shall any such increase exceed Contractor's published prices then applicable to local governments and other States. The OSC shall provide Contractor written acknowledgement, for Contractor’s records, of such received amendment.
 - (f) Deliverables ordered prior to the effective date of any Product Schedule pricing increase shall enjoy protection from rate increase during their initial terms.
 - (g) Contractor shall provide the OSC with a discount on any Product Schedule pricing according to Contractor’s discount policy in effect when a Purchase Order is placed or according to the discount shown on the Product Schedule, whichever is greater.
 - (h) The OSC is authorized to use any Licensed Software to develop and/or enhance said OSC’s systems, only in the pursuit of its own business interests, on any designated PU and for no other purpose. Any such Licensed Software shall be nonexclusive and nontransferable.
-

- (i) Notwithstanding the foregoing restrictions on use, the OSC may use the Licensed Software Deliverable on another PU or Site in the following circumstances:
 - (i) If the OSC determines that a designated PU or Site cannot be used because of equipment or software inoperability, or initiation of a disaster recovery test or a disaster recovery event.
 - (ii) If the OSC designated PU is replaced by the OSC, the OSC may designate a successor PU and use the Deliverable on that PU regardless of speed and performance. Prior to such other use, the OSC shall give Contractor written notice of such intended use and such other use shall be subject to Contractor's written consent. Such consent shall not be unreasonably withheld or delayed and shall have no cost or charge to the State associated with it.
 - (iii) If the OSC designated PU is removed to another location, the OSC may move any Licensed Software Deliverable and supporting materials to that location which physically replaces the original location. Prior to such moving of any such Deliverable and supporting materials, the OSC shall give Contractor written notice of such intended movement and such movement shall be subject to Contractor's written consent. Such consent shall not be unreasonably withheld or delayed and shall have no cost or charge to the State associated with it.
- (j) The OSC may make a maximum of five (5) copies of each Licensed Software Deliverable and a maximum of five (5) copies of the user manuals/documentation and supporting materials for each such software Deliverable and shall have no cost or charge to the OSC associated with the making of these copies. The OSC shall maintain an accurate record of the location of such copies at all times and such record shall be available to Contractor. All such copies shall be subject to the terms and conditions of this Agreement.

4. PROJECT ADMINISTRATOR

- (a) The OSC shall designate a Project Administrator, who shall be replaced at the sole discretion of the OSC. The Project Administrator shall be the sole authority to act for the OSC under this Agreement, solely for any Deliverable(s) initially acquired/installed from the Contractor and such sole authority shall continue to be in effect until successful completion of the Warranty Period. Whenever the OSC is required, by terms of this Agreement to provide written notice to the Contractor, such notice must be signed by the Project Administrator or, in that individual's absence or inability to act, such notice shall be signed by _____.
 - (b) The milestones and deliverables that are defined in the Invoice Schedule will be recognized for the purposes of payment to the Contractor. For each of these milestones and all associated deliverables, the Contractor will submit an invoice with sufficient detail to justify the charges along with a copy of the OSC's "Notice of Acceptance" letter for that milestone and all associated deliverables to the Project Administrator.
-

- (c) Any additions to or reductions in the Deliverables and prices for work completed in the performance of the Project Implementation Summary must be executed according to the provisions of Section 5, “CHANGE ORDERS”.

5. CHANGE ORDERS

- (a) The OSC may at any time, with written notice to Contractor, request changes within the general scope of the Project Implementation Schedule. Such changes shall not be unreasonably denied or delayed by Contractor. Such changes may include modification in the functional requirements and processing procedures. Other changes might involve the correction of system deficiencies after the operations phase has begun, or other changes specifically required by new or amended State laws and regulations. Prior to expiration of any Warranty Period, any changes to the Deliverables(s) that are required due to System deficiencies or if the System does not fully perform in accordance with this Agreement, shall be made by Contractor without charge to the OSC. Any investigation that is necessary to determine the source of the problem requiring the change shall be done by Contractor at its sole cost and expense.
- (b) The written change order request shall be issued by the OSC. As soon as possible after Contractor receives a written change order request, but in no event later than fifteen (15) calendar days thereafter, the Contractor shall provide the OSC with a written statement that the change has no price impact on the Contractor or that there is a price impact, in which case the statement shall include a description of the price increase or decrease involved in implementing the change. The cost or credit to the OSC resulting in a change in the work shall specify the total cost by the number of hours or days times the applicable service rate, itemized by each applicable service rate scale, as specified within the Product Schedule.
- (c) No change order shall become effective, nor shall there be any change in the Project Implementation Summary, until Contractor’s receipt of a Purchase Order or Purchase Order Change Notice. No Purchase Order or Purchase Order Change Notice shall be issued by the OSC without valid authorization from the OSC Business Services Office. No employee, officer, or representative of the OSC, including the OSC Project Administrator or the Contractor shall circumvent the intent of this section.

6. DELIVERY, INSTALLATION & DE-INSTALLATION

- (a) The OSC shall undertake at its own expense to prepare and make available to Contractor the site of installation of any hardware Deliverable in accordance with Contractor furnished Specifications. If preparation for installation has not been completed, the OSC shall so notify Contractor as soon as possible but no later than ten (10) days prior to the scheduled hardware Deliverable installation date. If the OSC installation site requirements do not meet Contractor Specifications, the OSC shall be charged, at prices in effect at the time of the OSC’s order, for any extra work and ancillary materials required to complete installation.
-

- (b) Contractor shall provide such pre-installation and post-installation hardware Deliverable compatibility system surveys, consultation, reference manuals and onsite operational training as to facilitate proper installation and operation of all Deliverables. Additional Contractor assistance, if requested by the OSC and issued in a Purchase Order, shall be furnished at the OSC expense at Contractor's published rates.
- (c) Contractor represents and warrants that it shall complete installation of the System in accordance with the Project Implementation Summary.
- (d) OSC ordered System de-installation, relocation and reinstallation of any System previously installed at a OSC site or the OSC's designated site shall be at OSC's expense according to Contractor's prices then in effect for such services

7. DELIVERABLE EVALUATION AND ACCEPTANCE

- (a) Except as may be stipulated within Section 4, "PROJECT ADMINISTRATOR", any Deliverable furnished by Contractor under the terms of this Agreement shall be subject to an evaluation and acceptance period at the OSC installation site. For a Deliverable installed by Contractor, said period shall commence on the OSC work day next following written Contractor notification to the OSC that the Deliverable is installed and ready to undergo evaluation and acceptance testing. The evaluation and acceptance testing is defined as successful execution of the final User Acceptance Testing, followed by thirty (30) contiguous days of Deliverable performance and Contractor service which satisfies State criteria specified in Section 9, "SOFTWARE MAINTENANCE & SUPPORT". For a Deliverable installed by the OSC, said period shall commence on the OSC workday next following receipt of the Deliverable by the OSC.
 - (b) Should any Deliverable fail to be satisfactory as specified in Subsection 7 (a) due to circumstances beyond Contractor's control, the evaluation and acceptance period then shall be immediately reinitiated or rescheduled at a later date upon mutual agreement between Contractor and the OSC.
 - (c) Successful completion of the Deliverable evaluation and acceptance period shall be determined by OSC and verified on State Form SDP-6 "Data Processing Installation/Removal" or a OSC-issued Acceptance Letter. The license shall be effective commencing on the OSC's Acceptance Date which shall be considered to be the first workday following the successful Deliverable evaluation and acceptance period. The OSC agrees to complete any required Contractor acceptance certificate.
 - (d) If the OSC does not accept any Deliverable within sixty (60) days of installation, due to the Deliverable being unsatisfactory as specified in Subsection 7(a), the OSC may then release the Deliverable to Contractor and be relieved of all financial obligations therefore.
-

- (e) Notwithstanding Subsection 7(c), for any Deliverable under this Agreement, the “Acceptance Date” shall mean the first workday following the successful System evaluation and acceptance period.

8. PAYMENTS & CREDITS

- (a) The OSC shall pay any charges for Deliverables shown in each Attachment promptly after receipt of the Contractor invoice applicable to the calendar month or other period during which Contractor has the obligation to provide the Deliverable to the OSC (hereinafter referred to as the “Due Date”). Any such charges for a partial month or period shall be prorated. Charges for licenses shall apply starting with the relevant Acceptance Date; charges for associated services shall apply starting with the relevant dates specified in the pertinent Attachment.
 - (b) Payment of Contractor charges for any license term or license maintenance and support term shall entitle the OSC to use the Deliverable, free of any usage charges, at the OSC's convenience at any time during the applicable term, excluding the time required for maintenance and support.
 - (c) Contractor may assign any license payments (but not any associated service payments), in whole or in part, upon prior written notice to the OSC and compliance with the requirements of the OSC concerning such assignments. Notwithstanding any such assignment, Contractor agrees that the OSC shall quietly have and enjoy use of the Deliverable, free of any repossession or any claims by Contractor or its successors and assigns, subject to the terms and conditions of this Agreement, provided the OSC is not in default hereunder. No Deliverable assignment by Contractor shall relieve Contractor of any obligations under this Agreement without prior written OSC consent in each such instance.
 - (d) The OSC shall not be liable to Contractor for a charge for an item that is not listed on the Product Schedule.
 - (e) Contractor shall furnish separate invoices for each Purchase Order and each license charge, maintenance and support charge or other charge shall be included as separate line items on such invoices.
 - (f) Contractor shall be reimbursed for travel expenses only if the OSC approves the travel in advance. Reimbursement will be handled as follows:
 - (i) In-state mileage will be reimbursed using the standard Connecticut OSC of Transportation mileage charts. Interstate mileage reimbursement will be based upon mileage calculations readily available on a common Internet site (i.e., Yahoo, Lycos, MapQuest, etc.). Mileage will be reimbursed at the rates established for State Managers. Tolls, taxi, shuttle services, parking fees and other ground transportation charges require receipts to support the charges.
-

- (ii) Travel by air or rail will be reimbursed at the most economical fare available. No first class fares will be permitted. Receipts will be required to support the charges.
 - (iii) Lodging will be reimbursed at the most economical rate available at the most reasonable and appropriate place of lodging available. Receipts will be required to support the charges.
 - (iv) Meals will be reimbursed based upon the rates established for State Managers. Applicable tax and a fifteen percent (15%) gratuity will be added to meal charges. The Connecticut Department of Administrative Services' (the "DAS") rules for time of day meal reimbursement apply. Information may be found at the DAS web site. Receipts are not required for meal reimbursement.
 - (g) When the license term specified in the Attachment is less than perpetual, all charges for maintenance and support are included in the periodic license fee.
 - (h) Where the license term specified in the Attachment is perpetual, charges for maintenance and support are as follows:
 - (i) If the license fee specified in the Attachment is payable in periodic payments, there shall be no additional charge for maintenance and support during the period for which such periodic payments are payable.
 - (ii) If the license fee specified in the Attachment is payable in one lump sum, there shall be no additional charge for maintenance and support during the twelve (12) months following the Deliverable Acceptance Date, or during the Warranty Period if applicable.
 - (iii) For the year after the period for which periodic payments are payable, or twelve (12) months after the Deliverable Acceptance Date or immediately after the Warranty Period, if applicable, as the case may be, Contractor shall continue to provide the OSC with maintenance and support services provided the OSC elects to pay Contractor the applicable maintenance and support charges then in effect.
 - (iv) For each subsequent year, Contractor's obligation to provide maintenance and support services and OSC's obligation to pay the maintenance and support charges then in effect shall be deemed to be automatically renewed unless cancelled in writing by the State at least thirty (30) days prior to such renewal date.
 - (i) It shall be the responsibility of the OSC to pay any charges due hereunder within forty-five days after the acceptance of the Deliverable or services being rendered, as applicable, after having received the Contractor invoice that contains sufficient detail to support the charges.
 - (j) Failure by the OSC to make payment within the forty-five (45) day period after which services have been rendered and an undisputed invoice provided, shall not constitute a
-

default or breach, but rather, shall entitle Contractor to receive interest on the undisputed amount outstanding after said forty-five (45) days in accordance with State of Connecticut statutes.

(k) Notwithstanding this Section 8, Invoices for Deliverables shall be paid as follows:

- (i) The OSC shall pay Contractor within forty-five (45) days after Deliverables have been accepted by the OSC and an invoice in accordance with the Project Implementation Schedule has been received. Charges for services shall be based upon actual billable time incurred for such Deliverables; however, such charges shall not exceed the associated “not-to-exceed cost” in accordance with the Invoice Schedule.
- (ii) There shall be a ten percent (10%) holdback from the monies that are due for each Deliverable accepted by the OSC.
- (iii) Upon successful completion of the System evaluation and acceptance period, determined by the OSC and verified on State Form SDP-6 or an OSC-issued Acceptance Letter, OSC shall pay Contractor one-half of the holdback monies.
- (iv) Upon successful completion of the Warranty Period the remaining one-half of the holdback monies will be paid to the Contractor.

9. SOFTWARE MAINTENANCE AND SUPPORT

- (a) After acceptance of any software Deliverable by the OSC and subject to the terms, conditions, and charges set forth in this Agreement, Contractor represents and warrants that maintenance and support services for any software Deliverable shall be provided to the OSC as follows:
 - (i) Contractor shall provide such reasonable and competent assistance as necessary to cause the Deliverable to perform in accordance with applicable portions of the Specifications;
 - (ii) Contractor shall provide Improvements which may be available to Contractor to any Deliverable; and
 - (iii) Contractor shall update any Deliverable, 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 Contractor 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 Contractor by the OSC before the end of the initial term or any renewal term of maintenance and support services.
 - (c) Contractor shall maintain sufficient and competent Deliverable support services staff to satisfy the Contractor obligations specified herein for any Deliverable.
-

- (d) Contractor shall have full and free access to any Deliverable to provide required services thereon.
- (e) If any Licensed Software Deliverable 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 Contractor is unable to provide changes to the Deliverable to cause it to operate according to Specifications within thirty (30) days of written notification by the OSC to Contractor of such failure to operate, any such Deliverable 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 Deliverable was not usable. If, after the expiration of thirty (30) days from the date of said notification, the Deliverable remains not usable, then the applicable license may be terminated at the option of said OSC without further obligation or liability.
- (f) Contractor shall respond to the OSC's telephone requests for technical support relative to any installed software Deliverable within four (4) hours of such requests. Failure to provide reasonable and competent telephone assistance, in the OSC's sole determination, within the four (4) hour period shall entitle OSC to either credit or reimbursement against current charges payable to the Contractor, for a non-perpetual license in the amount of ten percent (10%) of the Contractor's current license fee for each succeeding four (4) hour period that said reasonable and competent assistance is not provided by Contractor. For a perpetual license, the amount shall be 1/6 times the related annual maintenance and support charge, or two (2) times the related monthly maintenance and support charge, as the case may be, whether payable or not by the OSC, for each succeeding four (4) hour period that said reasonable and competent assistance is not provided by Contractor.

10. SYSTEM RELIABILITY

- (a) The reliability, at any point in time, of the System shall be determined by the System's operational capability for productive OSC use as configured and installed within the agreed operating environment. Continued acceptability of such System performance reliability shall be based on the OSC's experienced rate of recoverable and non-recoverable System operating errors or failures that preclude productive OSC use of the System according to the agreed requirements and Contractor operating specifications.
- (b) The required reliability (Computed % Reliability) for the System during any calendar month is ninety-nine point five (99.5%) uptime availability for aforesaid productive OSC use, computed as follows:

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

(Available-Time-per-Month)

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

EXAMPLE:

Given: Available-Time-per-Month was 720 hours.

Downtime-per-Month was 3.60 hours.

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

- (c) A given instance of System downtime shall start after receipt by the Contractor of a bona fide OSC service request to remedy any operational System deviation, error, or failure condition(s), and end with documented proof by Contractor to the OSC that such System status has been fully restored to the applicable agreed operational specifications and made ready for productive OSC use. However, the calculated time period of such an instance of System downtime shall exclude the following periods:
- (i) Any nonproductive System use time caused by the OSC or the OSC's authorized third party; and
 - (ii) Any time during which the OSC fails to make the System available for Contractor's remedial service.

11. SYSTEM WARRANTIES

- (a) Contractor represents and warrants that the System shall conform to the terms and conditions of this Agreement and Contractor's proposal, and be free from defects in material and workmanship upon acceptance of the System by the OSC and for a minimum period of the Warranty Period. Additionally, during the Warranty Period, Contractor shall modify, adjust, repair and/or replace such Deliverable(s), at no charge to OSC, as necessary to maintain ongoing System reliability according to Section 10, "SYSTEM RELIABILITY".
 - (b) If the ongoing performance of Contractor maintenance and support of the System or if the System does not conform to Section 10, "SYSTEM RELIABILITY", the OSC shall give Contractor written notice of performance deficiencies. Contractor shall then have not more than a thirty (30) calendar day period to correct the applicable Deliverable deficiency and restore the functioning of the Deliverable and System to a level of operation that meets or exceeds the requirements of this Agreement. If during the Warranty Period such Deliverable or System performance, or service level, continues to
-

fail to meet these specifications, then the Contractor shall be in material default of this Agreement.

- (c) In addition to as may otherwise be provided in this Agreement, any material default by the Contractor during the Warranty Period, the State may, by written notice to Contractor signed by the Project Administrator, terminate this Agreement. In event of such termination, the Contractor shall reimburse OSC of all monies paid by OSC to Contractor under this Agreement.

12. OTHER WARRANTIES

- (a) Contractor hereby warrants its ownership and/or marketing rights to the software license Deliverables. Unless stated otherwise in an Attachment, Contractor hereby warrants that a software Deliverable installed by Contractor, or installed by the OSC in accordance with Contractor's instructions, shall function according to the Specifications on the Acceptance Date for such Deliverable, and that Contractor shall modify and/or replace such Deliverable as necessary to maintain ongoing reliability according to Section 9, "SOFTWARE MAINTENANCE & SUPPORT". This latter warranty shall not apply to any software Deliverable deficiency caused by maintenance by a person other than the Contractor or its representative.
- (b) If the ongoing performance of the software Deliverable does not conform to Section 9, "SOFTWARE MAINTENANCE & SUPPORT" provisions of this Agreement, the OSC shall give Contractor written notice of performance deficiencies. Contractor 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 9, the Contractor shall be in material default of this Agreement and the State at its option may thereupon:
 - (i) In addition to the options listed below, if during the Warranty Period, terminate this Agreement in accordance with Subsection 12(c).
 - (ii) Request Contractor to replace said Deliverable at Contractor's expense with a functional Deliverable or competent service.
 - (iii) Terminate the Deliverable license or service without OSC penalty, further obligation or financial liability. In the event of such termination, the OSC shall be entitled to a refund of monies paid to the Contractor according to the following schedule:
 - (1) Termination of a lump-sum payment perpetual license:

Period that terminated Deliverable license has been in effect with Acceptance Date in:
1st - 12th month: 100% of license fee paid to be refunded
13th - 24th month: 75% of license fee paid to be refunded
25th - 36th month: 50% of license fee paid to be refunded

37th month and over: 25% of license fee paid to be refunded

(2) Termination of associated services or a periodic payment license or a lump-sum payment non-perpetual license:

(a) All fees paid by the OSC to the Contractor applicable to the period following default shall be refunded to the OSC.

(c) The Contractor neither excludes nor modifies the implied warranties of merchantability and fitness for a particular purpose concerning the Deliverables offered under the terms and conditions of this Agreement.

13. PATENT, COPYRIGHT, LICENSE & PROPRIETARY RIGHTS

(a) Contractor hereby grants the OSC, at no additional cost, rights to copy and use any patented, copyrighted, licensed or proprietary software Deliverable solely in the pursuit of its own business interests. The OSC shall promptly affix to any such copy a reproduction of the patent, copyright, license or proprietary rights information notice affixed to the original Deliverable. The OSC shall maintain the confidentiality of any such Licensed Software Deliverable consistent with its privileged nature, and shall not divulge the Deliverable or make it available to any third party, except as may be noted elsewhere in this Agreement. This obligation survives termination of this Agreement.

(b) Contractor agrees to indemnify, hold harmless and defend the State of Connecticut and the OSC from and against any patent, copyright, license or proprietary rights infringement claim or proceeding pertaining to OSC use of any software Deliverable, except where the OSC modifies or adapts said Deliverable without Contractor consent. Contractor agrees to satisfy any final award arising from any said claim or proceeding. The State or the OSC agrees to give Contractor prompt written notice of any impending said claim or proceeding, and agrees to Contractor's right to conduct any defense thereof.

(c) In the event any software Deliverable becomes the actual or prospective subject of any said claim or proceeding, Contractor may, at its discretion:

(i) Modify the Deliverable or substitute another equally suitable Deliverable (providing such alternative does not degrade the OSC's Deliverable dependent performance capability).

(ii) Obtain for the OSC the right to continued Deliverable use.

(iii) If Deliverable use is prevented by injunction, take back the Deliverable and credit the OSC for any charges unearned as a result of enjoined use as follows:

(1) Where the license specified in the applicable Attachment is less than perpetual, Contractor shall promptly refund the OSC the amount of the fees paid to the Contractor for the portion of the applicable term found to be infringing.

(2) Where the license specified in the applicable Attachment is perpetual:

- (a) Periodic Payment License: Contractor shall promptly refund the OSC the amount of the fees paid to the Contractor for the portion of the applicable term found to be infringing.
- (b) Lump-Sum Payment License: Contractor shall promptly refund the OSC any Deliverable maintenance and support charges paid by the OSC to the Contractor applicable to the infringement period plus a sum computed as follows:

Period that infringing Deliverable license has been in effect with Acceptance Date in:

1st - 12th month: 100% of license fee paid
13th - 24th month: 75% of license fee paid
25th - 36th month: 50% of license fee paid
37th month and over: 25% of license fee paid

- (d) Contractor shall have no liability for any infringement claim or proceeding based on the OSC's use of a Deliverable for which it was neither designed nor intended and Contractor has provided written notification to said OSC of such inappropriate use.

14. DELIVERABLE REPLACEMENT & UPGRADES

- (a) The OSC may order replacement of any Deliverable license with any other Deliverable license then available to the State. Contractor shall provide the State with a discount or credit according to Contractor's policy then in effect or according to the credit shown below, whichever is greater:
 - (i) Replacement Deliverable that was provided by the Contractor under a lump sum payment perpetual license

Period license of replaced Deliverable has been in effect starting with Acceptance Date:

1st - 12th month:	75% of license fee paid shall be credited toward fee for Replacement Deliverable
13th - 24th month:	50% of license fee paid shall be credited toward fee for Replacement Deliverable
25th - 36th month:	25% of license fee paid shall be credited toward fee for Replacement Deliverable
37th month and over:	No credit toward fee for Replacement Deliverable

(ii) Replaced Deliverable that was provided by the Contractor under a periodic payment license:

(1) License fee payments for a replaced Deliverable shall terminate on the Acceptance Date of the replacement Deliverable.

(iii) Replaced Deliverable that was provided by the Contractor under a lump-sum payment nonperpetual license:

(1) There shall be a prorated adjustment of the license fee payment for a replaced Deliverable as of the Acceptance Date of the replacement Deliverable.

(b) The license fee for any replacement Deliverable applies commencing on the Acceptance Date of such Deliverable.

(c) Contractor shall keep current any installed Deliverable that it has supplied throughout its license term by delivering, at no cost or expense to the OSC, the most current release of said Deliverable to the OSC, provided that the OSC has paid or will pay the most recent applicable annual maintenance charges.

15. DELIVERABLE ALTERATIONS

(a) Alterations of any hardware Deliverable may be made only with the prior written consent of Contractor and/or manufacturer. Such consent shall not be unreasonably withheld or delayed and shall be provided without cost to the OSC.

(b) All inventions or improvements to the computer programs and/or base software developed by the Contractor pursuant to this Agreement shall become the property of the OSC. The OSC shall retain all ownership rights to any such inventions or improvements. The Contractor shall receive a non-exclusive, royalty-free license for any software, software enhancement, documentation or invention developed under this Agreement. The Contractor may sublicense any software, software enhancement, invention or improvements developed by the Contractor pursuant to this Agreement to third parties on the same royalty-free basis as provided by the State to the Contractor hereunder.

(c) If any Deliverable Alteration interferes with the normal and satisfactory operation or maintenance and support of any Deliverable or increases substantially the costs of maintenance and support thereof or creates a safety hazard, the OSC shall, upon receipt of written notice from Contractor, promptly restore the Deliverable to its pre-altered condition.

(d) Any Alteration of a Licensed Software Deliverable by the OSC without prior written consent of Contractor shall void the obligations of Contractor under Section 9, “SOFTWARE MAINTENANCE & SUPPORT” for the Deliverable. Contractor shall indicate in any prior written consent, which parts of the Deliverable being altered will

continue to be subject to Section 9, “SOFTWARE MAINTENANCE & SUPPORT” and which will not. The OSC understands and agrees that Contractor may develop and market a new or substantially different product that either uses or performs all or part of the functions performed by an installed Deliverable or System. Nothing contained in this Agreement gives the OSC any rights, with respect to such new or different product, not granted to other product users.

16. CONFIDENTIAL; NONDISCLOSURE

- (a) All material and information provided to the Contractor by the OSC or acquired by the Contractor in performance of the Contract whether verbal, written, recorded magnetic media, cards or otherwise shall be regarded as confidential information and all necessary steps shall be taken by the Contractor to safeguard the confidentiality of such material or information in conformance with federal and state statutes and regulations. The Contractor agrees that it is prohibited from releasing any and all information provided by the OSC or any information generated by the Contractor without the prior express written consent of the OSC.
 - (b) The OSC shall exercise at least the same degree of care to safeguard any Licensed Software Deliverable as the OSC does its own property of a similar nature and shall take reasonable steps to assure that neither the Licensed Software Deliverable nor any part thereof received by OSC under this Agreement shall be disclosed for other than its own business interests. Such prohibition on disclosures shall not apply to disclosures by the OSC to its employees or its representatives, provided such disclosures are reasonably necessary to OSC’s use of the Deliverable, and provided further that OSC shall take all reasonable steps to insure that the Deliverable is not disclosed by such parties in contravention of this Agreement.
 - (c) The OSC shall use any Licensed Software Deliverable only in the pursuit of its own business interests. The State shall not sell, lease, license or otherwise transfer with or without consideration, any such Deliverable to any third party (other than those non-designated third parties that have a need to know and agree to abide by the terms of this Section 16) or permit any third party to reproduce or copy or otherwise use such Deliverable. The State will not create derivative works, translate, reverse engineer or decompile the Licensed Software Deliverable, 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 Deliverable software.
 - (d) Contractor hereby agrees that:
 - (i) All OSC information exposed or made available to Contractor or its representatives is to be considered confidential and handled as such.
 - (ii) Any such OSC information is not to be removed, altered, or disclosed to others in whole or in part by Contractor and its representatives.
-

(iii) All OSC security procedures shall be adhered to by Contractor and its representatives.

(iv) It is expressly understood and agreed that the obligations of this Section 16 shall survive the termination of this Agreement.

17. RISK OF LOSS AND INSURANCE

- (a) The OSC shall not be liable to Contractor for any risk of Deliverable loss or damage while Deliverable is in transit to or from the OSC installation site, or while in the OSC's possession, except when such loss or damage is due directly to OSC gross negligence.
- (b) In the event Contractor employees or agents enter premises occupied by or under control of a OSC in the performance of their responsibilities, Contractor shall indemnify and hold the OSC harmless from and defend it against any loss, cost, damage, expense or liability by reason of tangible property damage or personal injury, of any nature or any kind, caused by the performance or act of commission or omission of said employees or agents. Without limiting the foregoing, Contractor shall maintain public liability and property damage insurance within reasonable limits covering the obligations contained herein, and shall maintain proper workers' compensation insurance in accordance with Section 35, "WORKERS' COMPENSATION".

18. ENCRYPTION OF DATA; BREACH OF SECURITY OR LOSS

- (a) Contractor and Contractor Parties, at their own expense, shall encrypt any and all data which they come to possess or control, wherever and however stored or maintained, and which data OSC, at any time, classifies as confidential or restricted. The Contractor and Contractor Parties shall encrypt the data in accordance with the Connecticut Enterprise Architecture – Technology Architecture (CTEA-TA) protocols. The Contractor and Contractor Parties shall have a continuing obligation always to keep and maintain the data encryption consistent with CTEA-TA, as CTEA-TA may change from time to time.
 - (b) The Contractor and Contractor Parties shall notify the OSC and the Connecticut Office of the Attorney General as soon as practical, but no later than twenty-four (24) hours, after they become aware of or suspect that any and all data which Contractor has come to possess or control under subsection (a) above has been subject to a "data breach." For purposes of this Section, a "data breach" is an occurrence where (1) any or all of the data is misplaced, lost, stolen or in any way compromised; or (2) one or more third parties have had access to or taken control or possession of any or all of the data without prior written authorization from the OSC.
 - (c) In addition to the notification requirements of subsection (b), should a data breach occur, the Contractor shall, within three (3) business days after the notification, present to the OSC and the Connecticut Office of the Attorney General, for review and approval, a credit monitoring or protection plan that the Contractor shall make available at its own cost and expense to all individuals affected by the data breach. Unless otherwise agreed to in writing by the Connecticut Office of the Attorney General, such a plan shall be
-

offered to each such individual free of charge and shall consist of, at a minimum, the following:

- (i) Reimbursement for the cost of placing and lifting one (1) security freeze per credit file pursuant to Connecticut General Statutes § 36a-701a;
- (ii) Credit monitoring services consisting of automatic daily monitoring of at least three (3) relevant credit bureau reports;
- (iii) Fraud resolution services, including writing dispute letters, initiating fraud alerts and security freezes, to assist affected individuals to bring matters to resolution; and
- (iv) Identity theft insurance with at least \$ 25,000.00 coverage.

Such credit monitoring or protection plans shall cover a length of time commensurate with circumstances of the data breach, but under no circumstances shall the Contractor's credit monitoring and protection plan be for less than two (2) calendar years from the plan start date. The Contractors' costs and expenses for the credit monitoring and protection plan shall not be recoverable from the OSC or any State of Connecticut entity.

- (d) The Contractor represents and warrants that it shall obligate each Contractor Party in a written contract to all of the terms of this Section just as if each Contractor Party had executed this Agreement as an original signatory and each were bound by this Section to the same extent that the Contractor is bound.
 - (e) The Contractor's or Contractor Parties' failure to encrypt the data, provide notice, or to provide the credit monitoring or protection plan shall be deemed to be, without more, a material breach of this Agreement. The Contractor shall be responsible for any Contractor Parties breach as if the Contractor itself had breached the Agreement. Consequently, and without otherwise limiting the rights of the OSC at law or in equity, the Contractor shall indemnify and hold harmless the OSC and the State, as appropriate, for any and all damages, costs and expenses associated directly or indirectly with Contractor's or Contractor Parties' breach. The damages, costs and expenses shall include, but not be limited to, those resulting from any corresponding contracting for credit or identity protection services, or both, and from any subsequent non-State use of any data.
-

19. LIMITATION OF LIABILITY

- (a) In no event shall either party be liable for special, indirect or consequential damages except as may otherwise be provided for in this Agreement.
- (b) Contractor shall indemnify, defend and hold harmless the OSC and the State of Connecticut from and against all:
 - (i) Actions, suits, claims, investigations or legal or administrative or arbitration proceedings pending or threatened, whether at law or in equity in any forum (collectively, “Claims”) arising, directly or indirectly, in connection with this Agreement including, but not limited to, acts of commission or omission, (collectively, the “Acts”) by the Contractor or any of its members, directors, officers, shareholders, representatives, agents, servants, consultants, employees or any other person or entity with whom the Contractor is in privity of oral or written contract (collectively, “Contractor Parties”);
 - (ii) Liabilities arising, directly or indirectly, in connection with this Agreement, out of the Contractor’s or Contractor Parties’ Acts concerning its or their duties and obligations as set forth in this Agreement;
 - (iii) Damages, losses, costs and expenses, including but not limited to, attorneys’ and other professionals’ fees, that may arise out of such Claims and/or liabilities for bodily injury and/or property damage

20. FORCE MAJEURE

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

21. SOURCE CODE ESCROW

- (a) Contractor agrees to store their own intellectual property, at the expense of the OSC, during the term of this Agreement at a third party site, as set forth in the pricing provided by the supplier, a copy of the most current source code, and any documentation and written instructions required to interpret said source code, for all Licensed Software Deliverables. Said third party site, source code, documentation and instructions will be affirmed to the OSC in writing by Contractor within fourteen (14) days of a request of the OSC. Contractor shall immediately arrange for the surrender of such source code, documentation and instructions to OSC:
 - (i) If Contractor becomes insolvent or commits any act of bankruptcy or makes a general assignment for the benefit of creditors; or
-

- (ii) If Contractor or its successors or assignees discontinues support of the Deliverables for any reason.
- (b) Contractor shall arrange so that the OSC shall have the right at any time to contact the so identified third party and shall also arrange so the OSC's audit personnel shall have full and free access to examine any such source code, documentation and written instructions for the purposes of ascertaining the existence of the source code and related documentation and instructions and for the verification of the continued validity of the instructions from the Contractor to the third party to release the source code, documentation and instructions to the OSC under the circumstances specified in this section.
- (c) In no event shall a OSC use the source code, documentation and written instructions for purposes other than satisfying OSC needs. Title to any source code released to the OSC in compliance with this Section 21 shall remain with Contractor and the OSC shall continue to treat the released materials as valuable and proprietary trade secret information of Contractor in accordance with the terms of this Agreement, which terms shall expressly survive the termination or expiration of this Agreement. The OSC agrees that any released source code shall be used solely for the business purposes of OSC and shall not be disclosed to any third party pursuant to this Agreement.

22. REMEDIES AND LIQUIDATED DAMAGES

(a) Understanding and Expectations

- (i) The Contractor agrees and understands that the OSC or the State of Connecticut may pursue contractual remedies for both programmatic and financial noncompliance. The OSC, at its discretion, may impose or pursue one or more remedies for each item of noncompliance and will determine sanctions on a case-by-case basis. The OSC's pursuit or non-pursuit of a tailored administrative remedy shall not constitute a waiver of any other remedy that the OSC may have at law or equity. The remedies described in this Section are directed to the Contractor's timely and responsive performance of the Deliverables.

(b) Administrative Remedies

- (i) Contractor responsibility for improvement.

The OSC expects the Contractor's performance to continuously meet or exceed performance criteria over the term of this Agreement. Accordingly, Contractor shall be responsible for ensuring that performance for a particular activity or result that fails to meet the requirements of the Project Implementation Summary or this Agreement must improve within thirty (30) days of written notice from the OSC regarding the deficiency.

(ii) Notification and interim response.

If the OSC identifies areas of Contractor performance that fail to meet performance expectations, standards, or schedules, but which, in the determination of the OSC, do not result in a material delay in the implementation or operation of the System, the OSC will notify Contractor of such deficiency or exception. Contractor shall within three (3) business days of receipt of written notice of such a non-material deficiency, provide the OSC Project Manager a written response that 1) Explains the reasons for the deficiency, the Contractor's plan to address or cure the deficiency, and the date and time by which the deficiency will be cured, or 2) If Contractor disagrees with the OSC's findings, its reasons for disagreeing with the OSC's findings. Contractor's proposed cure of a non-material deficiency is subject to the approval of the OSC. Contractor's repeated commission of non-material deficiencies or repeated failure to resolve any such deficiencies may be regarded by the OSC as a material deficiency and entitle the OSC to pursue any other remedy provided in this Agreement or any other appropriate remedy the OSC may have at law or equity.

(iii) Corrective Action Plan.

The OSC may require the Contractor to submit to the OSC a detailed written plan to correct or resolve the deficiency (the "Corrective Action Plan"). The Corrective Action Plan must provide a detailed explanation of the reasons for the cited deficiency, the Contractor's assessment or diagnosis of the cause, and a specific proposal to cure or resolve the deficiency. The Corrective Action Plan must be submitted within ten (10) business days following the request for the plan by the OSC and is subject to approval by the OSC, which approval shall not unreasonably be withheld. Notwithstanding the submission and acceptance of a Corrective Action Plan, Contractor remains responsible for achieving all oral and written performance criteria. The acceptance of a Corrective Action Plan under this Section shall not excuse prior substandard performance, relieve Contractor of its duty to comply with performance standards, or prohibit the OSC from assessing additional remedies or pursuing other approaches to correct substandard performance.

(iv) Additional remedies.

The OSC at its own discretion may impose one or more of the following remedies for each item of noncompliance or sub-standard performance and will determine the scope and schedule of the remedy on a case-by-case basis. Both Parties agree that a state or federal statute, rule, regulation or guideline will prevail over the provisions of this Section unless the statute, rule, regulation, or guidelines can be read together with this Section to give effect to both.

(1) Corrective Action Plans.

(2) Additional, more detailed, financial, programmatic and/or ad hoc reporting by the Contractor, at no cost to the OSC, to address performance issues.

- (3) Pass-through of a proportional share of federal disallowances and sanctions/penalties imposed on the State and resulting from the Contractor's performance or non-performance under this Agreement.
- (4) Assess liquidated damages pursuant to Section 22(c), below, and deduct such damages against Contractor payments as set-off. The OSC will formally notify the Contractor of the imposition of an administrative remedy in accordance with Section 22(b)(ii). Contractor is required to file a written response to such notification in accordance with Section 22(b)(ii).

(v) Review of administrative remedies.

Contractor may request a review of the imposition of the foregoing remedies. Contractor must make the request for review in within ten (10) business days of receipt of written notification of the imposition of a remedy by the OSC.

(c) Liquidated Damages

- (i) The liquidated damages prescribed in this section are not intended to be in the nature of a penalty, but are intended to be reasonable estimates of the State's projected financial loss and damage resulting from the Contractor's nonperformance, including financial loss as a result of project delays. Accordingly, in the event Contractor fails to perform in accordance with this Agreement, the OSC may assess liquidated damages as provided in this Section.

(ii) Failure to Provide Deliverables.

In the event the Contractor fails to provide Deliverables in accordance with the Project Implementation Summary, the OSC may assess a liquidated damage of \$1,000 each business day of such failure. Liquidated damages assessed pursuant to this paragraph shall not exceed five percent (5%) of all amounts then currently payable to Contractor, or \$5,000, whichever is greater.

(iii) Failure to Return to Normal Operating Condition.

In the event the System is not in normal operating condition for reasons other than those constituting Force Majeure, or the introduction of a software virus by the Contractor, and Contractor fails to return the System to normal operating condition, or activate interim manual operations as per the business and technical requirements, within four (4) hours following notification, the OSC may assess a liquidated damage of \$1,000 per hour beyond the four (4) hours that the System is not in normal operating condition. If the inoperability of the System is caused by the introduction of a software virus, the damages specified in paragraph (c) of this section shall apply. Liquidated damages assessed pursuant to this paragraph shall not, for any given event where the System is not

in normal operating condition, exceed 100% of all amounts then currently payable to Contractor, or \$60,000, whichever is greater

(iv) Introduction of Software Virus.

In the event Contractor introduces any software virus into the System or any other OSC or state or federal agency system, the OSC may assess a liquidated damage of \$5,000 per incident. Should the software virus cause system downtime, failure to return the system to normal operating condition within four (4) hours will result in liquidated damages of \$5,000 per hour beyond the initial four hours. Should a software virus introduced by the Contractor cause any other State of Connecticut system downtime, this shall be considered a separate incident and liquidated damages will be assessed at a rate of \$5,000 per hour of downtime for each State of Connecticut system. Contractor shall additionally bear the cost of all claims, judgments, legal fees, and associated costs due to Contractor negligence, misconduct, security breach or any other cause hereunder that is directly attributable to the Contractor. Liquidated damages assessed pursuant to this paragraph shall not, for each event or incident, exceed 100% of all amounts then currently payable to Contractor, or \$300,000, whichever is greater.

(v) Contractor's Responsibility for Substandard Performance.

The Contractor shall be responsible for ensuring that performance for a particular activity or result that falls below the Project Implementation Summary, or this Agreement, must improve within thirty (30) days of the first assessment of liquidated damages for that activity or result. In the event the Contractor's performance continues to be unacceptable following the assessment of a liquidated damage and implementation of a Corrective Action Plan, the OSC may in its discretion impose a lump sum liquidated damage of \$10,000 for each month that the Contractor's performance fails to improve. This remedy shall be a separate remedy above and beyond any other remedies the OSC may have at law or equity, including Termination.

(vi) Right to Terminate on Failure to Cure.

If the Contractor fails to cure any noncompliance or nonperformance related to an assessment of liquidated damages, within five (5) POP days, the State may terminate this Agreement pursuant to the Termination sections, herein.

(vii) Contractor responsibility for associated costs.

- (1) If the State terminates this Agreement pursuant to this Section, Contractor shall be responsible to the State for all costs incurred by the State that are reasonably attributable to the Contractor's non-compliance or substandard performance, including costs to replace the Contractor and procure substitute products and services.
-

- (2) Contractor shall bear the cost of all claims, judgments, legal fees, and associated costs due to negligence, misconduct, security breach or any other cause that is directly attributable to the Contractor's performance under this Agreement.

(viii) Cap on damages.

Damages imposed pursuant to this Agreement shall not in the aggregate exceed 100% of the Total Project Cost of this Agreement.

i) Method of Payment.

The State may elect to assess a liquidated damage directly to the Contractor, or it may deduct amounts assessed as liquidated damages as set-off against payments then due to the Contractor or which become due at any time thereafter.

23. TERMINATION OF AGREEMENT

This Section 23, TERMINATION OF AGREEMENT shall become effective upon During the time this Section 23 remains in force, this Agreement shall be subject to termination according to the following and as otherwise provided in this Agreement.

(a) **Mutual Agreement**

This Agreement may be terminated by mutual agreement, in writing, of the parties. The effective date of such termination and the responsibilities of the parties shall be set forth as a part of that Agreement.

(b) **Default by the Contractor**

The OSC may, by written notice to Contractor, signed by the Project Administrator, terminate the Contractor's right to proceed under this Agreement if the Contractor:

- 1) Materially fails to perform the services within the time specified or any extension thereof; or
 - 2) So fails to make progress as to materially endanger performance specified in this Agreement in accordance with its terms; or
 - 3) Otherwise fails to perform any other material provisions of this Agreement; provided, however, that in such event the State, through the Project Administrator, shall give the Contractor at least thirty (30) days' prior written notice Termination for default at the option of the State shall be effective thirty (30) days after receipt of such notice, unless the Contractor corrects said failure(s) within thirty (30) days after receipt by the Contractor of such written notice. In the event of such Agreement termination, the Contractor shall reimburse OSC of all monies paid by OSC to Contractor under this Agreement and Contractor shall be liable to compensate the OSC for any additional
-

costs reasonably incurred by the OSC in obtaining such services; provided that the failure to perform under this Agreement which results in termination pursuant to this Subsection 23(b) arises out of cause or causes other than those described in Section 20, “FORCE MAJEURE”.

(c) Termination by the Project Administrator

The Project Administrator, by sixty (60) days’ prior written notice to the Contractor, may terminate performance of work under this Agreement, in whole or in part, when it is in the best interest of the OSC to do so. In the event of such termination, the Contractor will be compensated by OSC for work performed prior to such termination date and for all reasonable costs to which the Contractor has, out of necessity, obligated itself as a result of this Agreement.

24. TERMINATION OF PURCHASE ORDERS

In addition to as otherwise may be provided in this Agreement, the OSC may terminate early and without penalty, and without default on the part of the Contractor, any license or associated service on any Attachment by releasing Contractor from further responsibility to provide the Deliverable, under the following conditions:

(a) Termination in the Interest of OSC

Upon thirty (30) days’ prior written notice to Contractor, the OSC may terminate any service and/or applicable Purchase Order(s), in whole or in part, when it is in the best interest of the OSC to do so. In the event such termination pertains to associated service, the Contractor will be compensated for all work performed prior to and including such termination date.

(b) Lack of Continued Funding

Upon ninety (90) days' written notice to Contractor, the OSC may terminate any Deliverable license or associated service as of the first day of the period for which sufficient funds to meet its obligations under this Agreement are not appropriated or allocated. The OSC shall pay any Deliverable charges due prior to the non-funded period. If the necessary funding becomes available within ninety (90) days of such termination, OSC and Contractor agree to resume said license or associated service, upon such funding becoming available, under the terms applicable to such license or associated service just prior to termination, unless such resumption is mutually declined. Upon the termination of any such Deliverable license, the license and all other rights granted hereunder to the OSC shall immediately cease, and said OSC shall immediately upon receipt of written request from Contractor (1) Return the Deliverable to Contractor; and (2) Purge all copies of the Deliverable or any portion thereof from all PUs and from any computer storage medium or device on which the OSC has placed Deliverable.

25. CONTINUITY OF SYSTEMS

Contractor agrees to ensure continuity of the System and related services, in the event that work under this contract is transferred back to the State or transferred to a different contractor, upon the expiration or termination of the contract, subcontract or amendment or upon the default of the Contractor or subcontractor. Contractor provisions shall include, but not be limited to, (1) procedures for the orderly transfer to the State of (A) such facilities and equipment, (B) all software created or modified pursuant to the contract, subcontract or amendment, and (C) all public records, as defined in Connecticut General Statutes Section 4d-33, which Contractor or subcontractor possesses or creates pursuant to such contract, subcontract or amendment, and (2) procedures for granting former State employees who were hired by Contractor or subcontractor the opportunity for reemployment with the State. The parties agree to enter into an amendment to this contract as soon as practicable to set out the express terms to comply with the provisions of Connecticut General Statutes Section §4d-44.

26. NON DISCRIMINATION AND AFFIRMATIVE ACTION PROVISIONS

- (a) For purposes of this Section, the following terms are defined as follows:
- i. "Commission" means the Commission on Human Rights and Opportunities;
 - ii. "Contract" and "contract" include any extension or modification of the Contract or contract;
 - iii. "Contractor" and "contractor" include any successors or assigns of the Contractor or contractor;
 - iv. "good faith" means that degree of diligence which a reasonable person would exercise in the performance of legal duties and obligations;
 - v. "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;
 - vi. "marital status" means being single, married as recognized by the state of Connecticut, widowed, separated or divorced;
 - vii. "mental disability" means one or more mental disorders, as defined in the most recent edition of the American Psychiatric Association's "Diagnostic and Statistical Manual of Mental Disorders", or a record of or regarding a person as having one or more such disorders;
 - viii. "minority business enterprise" means any small contractor or supplier of materials fifty-one percent or more of the capital stock, if any, or assets of which is owned by a person or persons: (1) who are active in the daily affairs of the enterprise, (2) who have the power to direct the management and policies of the enterprise, and (3) who are members of a minority, as such term is defined in subsection (a) of Connecticut General Statutes § 32-9n; and
 - ix. "public works contract" means any agreement between any individual, firm or corporation and the State or any political subdivision of the State
-

other than a municipality for construction, rehabilitation, conversion, extension, demolition or repair of a public building, highway or other changes or improvements in real property, or which is financed in whole or in part by the State, including, but not limited to, matching expenditures, grants, loans, insurance or guarantees.

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

(b) (1) The Contractor agrees and warrants that in the performance of the Contract such Contractor will not discriminate or permit discrimination against any person or group of persons on the grounds of race, color, religious creed, age, marital status, national origin, ancestry, sex, mental retardation, mental disability or physical disability, including, but not limited to, blindness, unless it is shown by such Contractor that such disability prevents performance of the work involved, in any manner prohibited by the laws of the United States or of the State of Connecticut; and the Contractor further agrees to take affirmative action to insure that applicants with job-related qualifications are employed and that employees are treated when employed without regard to their race, color, religious creed, age, marital status, national origin, ancestry, sex, mental retardation, mental disability or physical disability, including, but not limited to, blindness, unless it is shown by the Contractor that such disability prevents performance of the work involved; (2) the Contractor agrees, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, to state that it is an "affirmative action-equal opportunity employer" in accordance with regulations adopted by the Commission; (3) the Contractor agrees to provide each labor union or representative of workers with which the Contractor has a collective bargaining Agreement or other contract or understanding and each vendor with which the Contractor has a contract or understanding, a notice to be provided by the Commission, advising the labor union or workers' representative of the Contractor's commitments under this section and to post copies of the notice in conspicuous places available to employees and applicants for employment; (4) the Contractor agrees to comply with each provision of this Section and Connecticut General Statutes §§ 46a-68e and 46a-68f and with each regulation or relevant order issued by said Commission pursuant to Connecticut General Statutes §§ 46a-56, 46a-68e and 46a-68f; and (5) the Contractor agrees to provide the Commission on Human Rights and Opportunities with such information requested by the Commission, and permit access to pertinent books, records and accounts, concerning the employment practices and procedures of the Contractor as relate to the provisions of this Section and Connecticut General Statutes § 46a-56. If the contract is a public works contract, the Contractor agrees and warrants that he will make good faith efforts to

employ minority business enterprises as subcontractors and suppliers of materials on such public works projects.

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

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

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

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

(g) (1) The Contractor agrees and warrants that in the performance of the Contract such Contractor will not discriminate or permit discrimination against any person or group of persons on the grounds of sexual orientation, in any manner prohibited by the laws of the United States or the State of Connecticut, and that employees are treated when employed without regard to their sexual orientation; (2) the Contractor agrees to provide each labor union or representative of workers with which such Contractor has a collective bargaining Agreement or other contract or understanding and each vendor with which such Contractor has a contract or understanding, a notice to be provided by the Commission on Human Rights and Opportunities advising the labor union or workers' representative of the Contractor's commitments under this section, and to post copies of the notice in conspicuous places available to employees and applicants for employment; (3) the Contractor agrees to comply with each provision of this section and with each regulation or relevant order issued by said Commission pursuant to Connecticut General Statutes § 46a-56; and (4) the Contractor agrees to provide the Commission on Human Rights and Opportunities with such information requested by the Commission, and permit access to pertinent books, records and accounts, concerning the

employment practices and procedures of the Contractor which relate to the provisions of this Section and Connecticut General Statutes § 46a-56.

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

27. EXECUTIVE ORDERS

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

28. WHISTLE BLOWING

This Agreement may be subject to the provisions of Section 4-61dd of the Connecticut General Statutes. In accordance with this statute, if an officer, employee or appointing authority of the Contractor takes or threatens to take any personnel action against any employee of the Contractor in retaliation for such employee's disclosure of information to any employee of the contracting state or quasi-public agency or the Auditors of Public Accounts or the Attorney General under the provisions of subsection (a) of such statute, the Contractor shall be liable for a civil penalty of not more than five thousand dollars for each offense, up to a maximum of twenty per cent of the value of this Agreement. Each violation shall be a separate and distinct offense and in the case of a continuing violation, each calendar day's continuance of the violation shall be deemed to be a separate and distinct offense. The State of Connecticut may request that the Attorney General bring a civil action in the Superior Court for the Judicial District of Hartford to seek imposition and recovery of such civil penalty. In accordance with subsection (f) of such statute, each large state contractor, as defined in the statute, shall post a notice of the provisions

of the statute relating to large state contractors in a conspicuous place which is readily available for viewing by the employees of the Contractor.

29. AUDIT CLAUSE

The State of Connecticut Auditors of Public Accounts shall have access to all records and accounts for the fiscal year(s) in which the award was made. The Contractor will comply with federal and State single audit standards as applicable.

30. DISCLOSURE OF RECORDS

This Agreement is subject to the provisions of the Connecticut general statutes § 1-218. Each contract in excess of two million five hundred thousand dollars between a public agency and a person for the performance of a governmental function shall (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 general statutes.

31. STATE COMPTROLLER SPECIFICATIONS

Each contract, subcontract or amendment to a contract or subcontract shall include any specifications established by the State Comptroller to ensure that all policies, procedures, processes and control systems, including hardware, software and protocols, which are established or provided by the contractor or subcontractor, shall be compatible with and support the state's core financial systems, including but not limited to, accounting, payroll, time and attendance, and retirement systems.

32. TANGIBLE PERSONAL PROPERTY

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

- (ii) A customer's payment of a use tax to the Contractor or its Affiliates relieves the customer of liability for the use tax;
- (iii) 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;
- (iv) The Contractor and its Affiliates are not liable for use tax billed by them but not paid to them by a customer; and
- (v) 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.

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.

The Contractor represents and warrants that each of its Affiliates has vested in the Contractor plenary authority to so bind the Affiliates in any agreement with the State of Connecticut. The Contractor on its own behalf and on behalf of its Affiliates shall also provide, no later than 30 days after receiving a request by the State's contracting authority, such information as the State may require to ensure, in the State's sole determination, compliance with the provisions of Chapter 219 of the Connecticut General Statutes, including, but not limited to, §12-411b.

33. ETHICS LAW SUMMARY

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

34. CAMPAIGN CONTRIBUTION RESTRICTIONS

This section (the "CCR Section") is included here pursuant to Conn. Gen. Stat. § 9-333n and, without limiting its applicability, is made applicable to State Contracts, bid solicitations, request for proposals and prequalification certificates, as the context requires. This CCR Section, without limiting its applicability, is also made applicable to State Agencies, Quasi-public

Agencies, the General Assembly, State Contractors, Prospective State Contractors and the holders of valid prequalification certificates, as the context requires.

(a) For purposes of this CCR Section only:

- (i) “Quasi-public Agency” means the Connecticut Development Authority, Connecticut Innovations, Incorporated, Connecticut Health and Educational Facilities Authority, Connecticut Higher Education Supplemental Loan Authority, Connecticut Housing Finance Authority, Connecticut Housing Authority, Connecticut Resources Recovery Authority, Connecticut Hazardous Waste Management Service, Capital City Economic Development Authority, Connecticut Lottery Corporation, or as this definition may otherwise be modified by Title 1, Chapter 12 of the Connecticut General Statutes concerning quasi-public agencies.
 - (ii) “State Agency” means any office, department, board, council, commission, institution or other agency in the executive, legislative or judicial branch of State government, or as this definition may otherwise be modified by Title 9, Chapter 150 of the Connecticut General Statutes concerning campaign financing.
 - (iii) “State Contract” means an agreement or contract with the State or any State Agency or any Quasi-public Agency, 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 fiscal year, for (A) the rendition of personal services, (B) the furnishing of any material, supplies or equipment, (C) the construction, alteration or repair of any public building or public work, (D) the acquisition, sale or lease of any land or building, (E) a licensing arrangement, or (F) a grant, loan or loan guarantee, or as this definition may otherwise be modified by Title 9, Chapter 150 of the Connecticut General Statutes concerning campaign financing.
 - (iv) “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 the termination of said contract. “State Contractor” does not include a municipality or any other political subdivision of the State or an employee in the executive, legislative or judicial 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, or as this definition may otherwise be modified by Title 9, Chapter 150 of the Connecticut General Statutes concerning campaign financing.
 - (v) “Prospective State Contractor” means a person, business entity or nonprofit organization that (A) submits a bid in response to a bid 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 State Contract has been entered into, or (B) holds a valid prequalification certificate issued by the Commissioner of Administrative Services under Section 4a-100 of the Connecticut General Statutes. “Prospective State Contractor” does not include a
-

municipality or any other political subdivision of the State or an employee in the executive, legislative or judicial branch of State government or a Quasipublic 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. Title 9, Chapter 150 of the Connecticut General Statutes concerning campaign financing may modify this definition, which modification shall control.

(vi) “Principal of a State Contractor or Prospective State Contractor” (collectively referred to in this CCR Section as “Principal”) means (A) an individual who is a member of the board of directors of, or has an ownership interest in, a State Contractor or Prospective State Contractor, which is a business entity, except for an individual who (i) owns less than five per cent of the shares of any such State Contractor or Prospective State Contractor that is a publicly traded corporation, or (ii) is a member of the board of directors of a nonprofit organization qualified under Section 501(c)(3) of the Internal Revenue Code of 1986, or any subsequent corresponding internal revenue code of the United States, as from time to time amended, (B) an individual who is employed by a State Contractor or Prospective State Contractor, which is a business entity, as president, treasurer or executive or senior vice president, (C) an individual who is the chief executive officer of a State Contractor or Prospective State Contractor, which is not a business entity, (D) an employee of any State Contractor or Prospective State Contractor who has managerial or discretionary responsibilities with respect to a State Contract, (E) the spouse or a dependent child of an individual described in this subparagraph, or (F) a political committee established by or on behalf of an individual described in this subparagraph, or as this definition may otherwise be modified by Title 9, Chapter 150 of the Connecticut General Statutes concerning campaign financing.

- (b) No State Contractor, Prospective State Contractor or Principal, with regard to a State Contract, bid solicitation or request for proposals with or from a State Agency in the executive branch or a Quasi-public Agency, and no Principal of a holder of a valid prequalification certificate, shall make a contribution to, or solicit contributions on behalf of (1) 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, (2) a political committee authorized to make contributions or expenditures to or for the benefit of such candidates, or (3) a party committee.
- (c) No State Contractor, Prospective State Contractor or Principal, with regard to a State Contract, bid solicitation or request for proposals with or from the General Assembly, and no Principal of a holder of a valid prequalification certificate, shall make a contribution to, or solicit contributions on behalf of (1) an exploratory committee or candidate committee established by a candidate for nomination or election to the office of State senator or State representative, (2) a political committee authorized to make contributions or expenditures to or for the benefit of such candidates, or (3) a party committee.
-

- (d) If a State Contractor or a Principal of a State Contractor makes or solicits a contribution prohibited under this CCR Section, the contracting State Agency or Quasi-public Agency may void the existing contract with said contractor, and no State Agency or Quasi-public Agency shall award the State Contractor a State Contract or an extension or an amendment to a State Contract for one year after the election for which such contribution is made or solicited.
 - (e) If a Prospective State Contractor or a Principal of a Prospective State Contractor makes or solicits a contribution prohibited under this CCR Section, no State Agency or Quasi-public Agency shall award the Prospective State Contractor the contract described in the bid solicitation or request for proposals, or any other State Contract for one year after the election for which such contribution is made or solicited.
 - (f) The chief executive officer of each State Contractor and Prospective State Contractor, or if a State Contractor or Prospective State Contractor has no such officer then the officer who duly possesses and exercises comparable powers and duties, shall certify, in the form of an affidavit executed subject to the penalties of false statement, that: (1) such officer has informed each individual described in subsection (a)(6) of this CCR Section with regard to said State Contractor or Prospective State Contractor concerning the provisions of subsection (b) or (c) of this CCR Section, whichever is applicable, and this subsection (f), (2) no such individual will make or solicit a contribution in violation of the provisions of subsection (b) or (c) of this CCR Section, whichever is applicable, and this subsection (f), and (3) if any such contribution is made or solicited, the State Contractor or Prospective State Contractor, as the context requires, shall not be awarded the contract described in the bid solicitation or request for proposals and shall not be awarded any other State Contract for one year after the election for which such contribution is made or solicited. Such officer shall submit the affidavit to the contracting State Agency or Quasi-public Agency prior to, in the case of an RFP, executing a negotiated contract or prior to, in the case of an ITB, the award and acceptance of a contract. In the case of an application for prequalification to the Connecticut Department of Administrative Services (“DAS”), the application shall not be deemed to be complete until DAS receives the affidavit. The State Contractor or Prospective Contractor shall submit the affidavit on a form which the State Elections Enforcement Commission (“SEEC”) prescribes.
 - (g) The person executing the affidavit referenced in subsection (f) shall submit to the SEEC a list of Principals in accordance with the requirements set forth on a form that the SEEC shall have prescribed for this purpose. The complete list of Principals shall be submitted to the SEEC at the same time that the affidavit is submitted to the State Agency, Quasi-public Agency or, in the case of a prequalification application, DAS. Notwithstanding any other provision in any applicable document or instrument, no party to the Contract, or a contract awarded pursuant to a non-competitive procurement, may begin performing in any way until the contracting State Agency or Quasi-public Agency has received the affidavit referenced in subsection (f) and the SEEC has received the Principals list.
 - (h) Notwithstanding any other provision in the Contract, invitation to bid, request for proposals and prequalification application:
-

- (i) The State Contractor and Prospective State Contractor shall report to the SEEC, on a form which the SEEC prescribes, any changes in Principals occurring from and after the date of the previous Principals list by submitting and delivering such form to the SEEC no later than the fifteenth day of each month following the month when a change in Principals occurs, or the next succeeding business day, whichever is later. If the Contractor or Prospective State Contractor fails to submit and deliver the appropriately completed form by its due date, then the SEEC shall notify the State Agency or Quasipublic Agency and the Contractor of the failure in writing. The State Agency or Quasi-public Agency shall then review all relevant information and determine whether such failure constitutes a breach of this Contract. If the State Agency or Quasi-public Agency determines that a breach of this Contract has occurred, then the State Agency or Quasi-public Agency shall deliver a notice of breach to the Contractor, affording the Contractor an opportunity to cure the breach within ten (10) days from the date that the Contractor receives the notice. The State Agency or Quasi-public Agency may extend the right to cure period if, and continuing so long as, the State Agency or Quasi-public Agency is satisfied that the Contractor is making a good faith effort to cure the breach but the nature of the breach is such that it cannot be cured within the right to cure period. The SEEC may, if it deems it to be appropriate, send to the Contractor electronic reminders of the Contractor's obligation to report changes in Principals. The undertaking of this reminder is permissive and shall not be construed to be a condition precedent to the Contractor's obligation to submit and deliver the form timely.
 - (ii) If the State Agency or Quasi-public Agency determines that the Contractor has breached the Contract by failing to comply with the requirements of this CCR provision, then the State Agency or Quasi-public Agency may, after expiration of the right to cure period, direct all appropriate State entities using the Contract to withhold any payment, in whole or in part, that may be due and owing to the Contractor under this Contract until such time as the Contractor submits and delivers an appropriately completed form to the SEEC.
 - (iii) If the Contractor fails to submit and deliver the Principals list form timely three times in any 12-month period, then the SEEC may recommend to the State Agency or Quasi-public Agency that it take these failures into account for purposes of evaluating the Contractor's responsibility in future procurements. The SEEC may recommend that the State Agency or Quasi-public Agency make a determination that the Contractor is not responsible.
 - (iv) The Contractor's failure to submit and deliver the Principals list form timely for the third time in any 12-month period shall, upon the SEEC's recommendation, entitle the State Agency or Quasi-public Agency to Cancel the Contract. Accordingly, the third notice of breach to the Contractor from the State Agency or Quasi-public Agency in any 12-month period may include an effective Contract Cancellation date, in which case no further action shall be required of any party to effect the Cancellation of the Contract as of the stated date. If the notice does not set forth an effective Contract Cancellation date, then the State Agency or Quasi-public Agency
-

may Cancel the Contract by giving the Contractor no less than twenty four (24) hours' prior written notice.

- (v) Noting the absence of the SEEC's signature on the Contract, the State Agency or Quasi-public Agency represents that the SEEC has previously agreed in writing to assume the rights and responsibilities attaching to the SEEC and set forth in this CCR section. The State Agency

35. WORKERS' COMPENSATION

Contractor agrees to carry sufficient workers' compensation and liability insurance in a company, or companies, licensed to do business in Connecticut, and furnish certificates if required.

36. COMMUNICATIONS

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

OSC: State of Connecticut
 Office of the State Comptroller
 Business Services Office
 55 Elm Street
 Hartford, CT 06106-1775

Contractor: As stated in page one of this Agreement.

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

OSC: The individual specified in the applicable Purchase Order in accordance with Section 4, "PROJECT ADMINISTRATOR."

Contractor: The individual designated by Contractor in the Proposal or other response to the RFP issued by the State.

Notices sent by United States mail with postage prepaid shall become effective when mailed.

37. GENERAL PROVISIONS

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

- (b) If any term or condition of this Agreement is decided by a proper authority to be invalid, the remaining provisions of the Agreement shall be unimpaired and the invalid provision shall be replaced by a provision which, being valid, comes closest to the intention underlying the invalid provision.
 - (c) The terms of all Deliverable(s), maintenance service rates/pricing, and associated offerings in this Agreement are equivalent to or better than those for comparable Contractor offerings to any other state or local government customer under like terms and conditions. If during the life of this Agreement Contractor provides more favorable terms for said offerings to another such customer, this Agreement shall thereupon be deemed amended to provide same to the OSC.
 - (d) The failure at any time by either party to this Agreement to require performance by the other party of any provision hereof shall not affect in any way the full right to require such performance at any time thereafter. The waiver by either party of a breach of any such provision shall not constitute a waiver of the provision itself, unless such a waiver is expressed in writing and signed by a duly authorized representative of the waiving party.
 - (e) In any case where the consent or approval of either party is required to be obtained under this Agreement, such consent or approval shall not be unreasonably withheld or delayed. No such consent or approval shall be valid unless in writing and signed by a duly authorized representative of that party. Such consent or approval shall apply only to the given instance, and shall not be deemed to be a consent to, or approval of, any subsequent like act or inaction by either party.
 - (f) This Agreement shall be deemed to have been made in the State of Connecticut and shall be governed in all respects by the laws of said State without giving effects to its conflicts of laws provisions.
 - (g) The OSC agrees not to remove or destroy any proprietary markings or proprietary legends placed upon or contained within any Deliverable.
 - (h) Except as may be otherwise provided for in this Agreement, the OSC shall not assign, mortgage, alter, relocate or give up possession of any lease Deliverable or Licensed Software Deliverable without the prior written consent of Contractor.
 - (i) If the OSC desires to obtain a version of the Licensed Software Deliverable that operates under an operating system not specified in the Attachment, Contractor shall provide the OSC with the appropriate version of the Deliverable, if available, on a 60-day trial basis without additional charge, provided the OSC has paid all applicable maintenance and support charges then due. At the end of the 60-day trial period, a OSC must elect one of the following three options:
 - (i) OSC may retain and continue to use the old version of the Deliverable and return the new version to Contractor and continue to pay the applicable license fee and maintenance and support charge for the old version; or
-

- (ii) OSC may retain and use the new version of the Deliverable and return the old version to Contractor, provided that any difference in the applicable license fee and maintenance and support charge for the new version and such fee and charge for the old version is paid or refunded to the appropriate party; or
 - (iii) OSC may retain and use both versions of the Deliverable, provided OSC pays Contractor the applicable license fees and maintenance and support charges for both versions of the Deliverable.
 - (j) Contractor covenants and agrees that it will not, without prior written consent from the State, make any reference to the OSC or the State of Connecticut in any of Contractor's advertising or news releases.
 - (k) Any Deliverable developed under this Agreement shall be the sole property of the OSC and the OSC shall have sole proprietary rights thereto. Contractor acknowledges and agrees that any program, process, equipment, proprietary know-how or other proprietary information or technology (and all associated documentation) that is produced or is the result of Contractor's performance of any work under this Agreement shall be owned solely by the OSC upon creation and Contractor shall have no rights in such property and Contractor agrees to execute any and all documents or to take any actions which may be necessary to fully effectuate the terms and conditions of this Section.
 - (l) Notwithstanding the foregoing, the OSC grants Contractor rights to use, sell, distribute and incorporate within Contractor's Deliverable base any and all programs, processes, proprietary know-how and other proprietary information or technology (and all associated documentation) that Contractor produces or that is the direct result of Contractor's performance of any work under this Agreement. Such rights will result in a royalty payment to the State in the amount of 40% of charges attributable to the sale of such portion of programs, processes, proprietary knowhow and other proprietary information or technology (and all associated documentation) excepting there from any sale between Contractor and any Local, State, Federal Government, including agency or political subdivision thereof to which no charge will apply. This royalty payment will cease on the five-year anniversary date of this Agreement. Contractor will submit to the State an annual report itemizing such charges, if any, and accompanying the report with a check made payable to "Treasurer State of Connecticut" in the amount of the royalty fees due the State. Such report will be sent to the notice address in Section 27, "COMMUNICATIONS" of this Agreement.
 - (m) Any forthcoming transactions against this Agreement shall be in accordance with applicable Connecticut statutes, if any, pertaining to the OSC.
 - (n) The following items are hereby incorporated into this Agreement by reference:
 - (i) The RFP for Core-CT PeopleSoft Upgrade and Enhancement Services issued on June ____, 2011.
-

- (ii) Vendor Conference Questions and Answers, dated [insert date], 2011
- (iii) All Questions and Answers, dated [insert date], 2011
- (iv) Contractor's Proposal in response to the State's RFP, dated [insert date], 2011
- (o) Contractor will not hire or offer employment to any current or former State official or employee contrary to or in violation of §1-84b of the Connecticut General Statutes or the Code of Ethics for Public Officials.
- (p) The OSC, the Connecticut Auditors of Public Accounts, the Joint Committee on Legislative Management, each nonpartisan office of the General Assembly, the U.S. Department of Environmental Protection, the U.S. Attorney General, or any of their duly authorized representatives, shall have access to any books, documents, papers and records of the Contractor, which are directly pertinent to the work to be performed under this contract, for the purpose of making audits, examinations, excerpts and transcriptions.
- (q) **Time is of the essence**: In consideration of the time limits for compliance with Connecticut State law and OSC procedures, time is of the essence on the performance of the Services under this Agreement

38. ORDER OF PRECEDENCE

In the event of conflict of terms and conditions between or among the RFP, the Contractor proposal and this Agreement, the order of precedence is:

- 1) This Agreement
- 2) Any Clarification to the Proposal
- 3) The RFP, and any amendments thereto.
- 4) The Contractor's Proposal in response to the State's RFP

39. TERMS AND CONDITIONS

Any terms, conditions or provisions contained in a Purchase Order, Product Schedule Update, Statement of Work or any other similar document shall be of no force and effect and shall in no way affect, change or modify any of the terms and conditions of this Agreement.

40. ENTIRETY OF AGREEMENT

This Agreement includes the SIGNATURE PAGE OF AGREEMENT. To the extent the provisions of the previously mentioned Deliverable Pricing Schedule, the Project Implementation Summary, the Project Implementation Schedule and any aforementioned

Attachment do not contradict the provisions of Sections 1 through 40 of this Agreement, said documents are incorporated herein by reference and made a part hereof as though fully set forth herein. This Agreement, as thus constituted, contains the complete and exclusive statement of the terms and conditions agreed to by the parties hereto and shall not be altered, amended, or modified except in writing executed by an authorized representative of each party.

THE REMAINDER OF THIS PAGE IS LEFT BLANK INTENTIONALLY

SIGNATURE PAGE OF AGREEMENT

FOR:

FOR: STATE OF CONNECTICUT

BY: _____

BY: _____

NAME: _____

Kevin Lembo

TITLE: _____

Comptroller

State of Connecticut

duly authorized

DATE: _____

DATE: _____

APPROVED AS TO FORM:

Attorney General of the State of Connecticut

DATE: _____

EXHIBIT 1
PROJECT IMPLEMENTATION SUMMARY

EXHIBIT 2
PROJECT IMPLEMENTATION SCHEDULE

EXHIBIT 3
PROJECT SCHEDULE

EXHIBIT 4
CLARIFICATION DOCUMENT

EXHIBIT 5
RFP FOR PEOPLE SOFT UPGRADE AND CONSULTING SERVICES

EXHIBIT 6
CONTRACTORS PROPOSAL

APPENDIX C

CONTRACT COMPLIANCE REGULATIONS AND NOTIFICATION TO BIDDERS

This form is **MANDATORY** and must be completed, signed, and returned with the vendor's bid.

**ACKNOWLEDGMENT OF CONTRACT COMPLIANCE
NOTIFICATION TO BIDDERS**

INSTRUCTION: Bidder must sign acknowledgment below, and return this form to the awarding agency with the bid proposal.

The undersigned duly authorized representative of the bidding vendor acknowledges receiving and reading a copy of the **NOTIFICATION TO BIDDERS**. *(Please print name under signature line.)*

Signature

Title

Date

On behalf of:

Vendor Name

Street Address

City State Zip

Federal Employee Identification Number
(FEIN/SSN)

This form is **MANDATORY** and must be completed, signed, and returned with the vendor's bid.

**COMMISSION ON HUMAN RIGHTS AND OPPORTUNITIES
CONTRACT COMPLIANCE REGULATIONS
NOTIFICATION TO BIDDERS**

(Revised 09/17/07)

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 bidder’s 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.

2) Description of Job Categories (as used in Part IV Bidder Employment Information)

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.

MARKETING AND SALES: Occupations related to the act or process of buying and selling products and/or services such as sales engineer, retail sales workers and sales representatives including wholesale.

LEGAL OCCUPATIONS: In-House Counsel who is charged with providing legal advice and services in regards to legal issues that may arise during the course of standard business practices. This category also includes assistive legal occupations such as paralegals, legal assistants.

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 in this category include telephone operators, bill and account collectors, customer service representatives, dispatchers, secretaries and

administrative assistants, computer operators and clerks (such as payroll, shipping, stock, mail and file).

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.

PRODUCTION WORKERS: The job titles included in this category are chemical production machine setters, operators and tenders; crushing/grinding workers; cutting workers; inspectors, testers sorters, samplers, weighers; precious stone/metal workers; painting workers; cementing/gluing machine operators and tenders;

etchers/engravers; molders, shapers and casters except for metal and plastic; and production workers.

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

White (not of Hispanic Origin)- All persons having origins in any of the original peoples of Europe, North Africa, or the Middle East.

Black (not of Hispanic Origin) - All persons having origins in any of the Black racial groups of Africa.

Hispanic- All persons of Mexican, Puerto Rican, Cuban, Central or South American, or other Spanish culture or origin, regardless of race.

Asian or Pacific Islander- 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.

American Indian or Alaskan Native- 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 & Zip 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 enterprise. Yes____ No____ (If yes, check ownership category) Black____ Hispanic____ Asian American____ American Indian/Alaska Native____ Iberian Peninsula____ Individual(s) with a Physical Disability____ Female____
Bidder Parent Company (If any)	-Bidder is certified as above by the State of CT? Yes____ No____ DAS Certification Number _____
Other Locations in CT (If any)	

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-discrimination 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 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_____
6. Does your company have a collective bargaining agreement with workers? Yes_____ No_____	12. Does your company have a written affirmative action plan? Yes_____ No_____
6a. If yes, do the collective bargaining agreements contain nondiscrimination clauses covering all workers? Yes_____ No_____	If no, please explain.
6b. Have you notified each union in writing of your commitments under the nondiscrimination requirements of contracts with the State of CT? Yes_____ No_____	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 sheets if necessary.)

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

Yes_____ No_____

Date:

**State of Connecticut, Office of the State Comptroller
RFP – Core-CT PeopleSoft Upgrade**

FORMAL ON THE JOB TRAINEES (ENTRE FIGURES FOR THE SAME CATEGORIES AS ARE SHOWN ABOVE)

Apprentices											
Trainees											

***NOTE:** Job Categories can be changed or added to (EX. Sales can be added or replace a category not used in your company).

PART V – Bidder Hiring and Recruitment Practices

1. Which of the following recruitment sources are used by you? (Check yes or no and report percentage used.)				2. Check (X) any of the below listed requirements that you use as a hiring qualification.		3. Describe below any other practices or actions that you take which show that you hire, train and promote employees without discrimination.
SOURCE	YES	NO	% of applicants provided by source			
State Employment Service					Work Experience	
Private Employment Agencies					Ability to Speak or Write English	
Schools and Colleges					Written Tests	
Newspaper Advertisements					High School Diploma	
Walk Ins					College Degree	
Present Employees					Union Membership	
Labor Organizations					Personal recommendation	
Minority/Community Organizations					Height or weight	
Other (please identify)					Car Ownership	
					Arrest Record	
					Wage Garnishments	

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 Connecticut General Statutes.

Signature	Title	Date Signed	Telephone
-----------	-------	-------------	-----------

APPENDIX D

COST TABLE

Cost Table 1: Coordinated Project Management with the CORE-CT Project Management Team

[illegible][illegible]

Cost Table 2: Upgrade Core-CT PeopleSoft Modules

[illegible][illegible]

Cost Table 3: OBIEE

[illegible][illegible]

Cost Table 4: Implement Retirement Payroll into Core-CT

[illegible][illegible]