

CONTRACT SUPPLEMENT  
SP-37 Rev. 11/08

**STATE OF CONNECTICUT**  
**DEPARTMENT OF ADMINISTRATIVE SERVICES**  
**IT PROCUREMENT**  
165 CAPITOL AVENUE, 5<sup>TH</sup> FLOOR SOUTH  
HARTFORD, CT 06106

Purchasing Contact:  
Elizabeth Basso, AFAO

Telephone Number:  
(860) 713.5611

Contract Award Number <b>11PSX0212</b>
Contract Award Date <b>November 15, 2011</b>
SUPPLEMENT DATE <b>November 16, 2011</b>

**CONTRACT AWARD SUPPLEMENT # 1**

**IMPORTANT:** This is NOT a Purchase Order. Do NOT Produce or Ship without an Agency Purchase Order.

**COMMODITY CLASS/SUBCLASS & DESCRIPTION:**

WEBSITE DEVELOPMENT, DESIGN & HOSTING

FOR: STATE OF CONNECTICUT  
DEPT. OF ADMINISTRATIVE SERVICES  
ALL USING STATE AGENCIES, POLITICAL  
SUBDIVISIONS, MUNICIPALITIES, NON  
PROFITS, EDUCATION  
165 CAPITOL AVENUE  
HARTFORD, CT 06106

TERM OF CONTRACT:

November 15, 2011 through April 30, 2013

AGENCY REQUISITION NUMBER: **DASM1-445**

**NOTICE TO CONTRACTORS:** This Contract Award Supplement is not an order to ship. The using agency or agencies on whose behalf the contract is made will furnish purchase orders against contracts. Send invoices directly to the using/ordering agency per instructions on the purchase order.

**Supplement #1 Changes / Updates the following:**

- **UPDATED BID SCHEDULE TO INCLUDE ADDITIONAL SERVICES OFFERED PCC TECHNOLOGY GROUP, LLC.**  
This information was submitted with the bid and inadvertently left off the award document.

All other terms, conditions and pricing remain the same.

Date Issued: November 16, 2011

APPROVED \_\_\_\_\_ Date: \_\_/\_\_/\_\_

**Carol S. Wilson**  
**Director of Procurement**  
(Original Signature on Document in Procurement Files)

**BID SCHEDULE**  
**11PSX0212 for WEB DEVELOPMENT, DESIGN HOSTING SERVICES**  
(REV 11/15/11)

<b>22</b>	<b>GIS WEB DESIGN</b>	<b>HOURLY RATE</b>			
	PCC TECHNOLOGY GROUP LLC	\$72.00			
	BCT CONSULTING, INC.	\$90.00			
	EASTERN RESEARCH GROUP, INC. (ERG)	\$91.03			
	DEV408	\$95.00			
	CHOICE SOLUTIONS, INC.	\$115.00			
	INTRAFINITY INC.	\$115.00			
	ODONNELL COMPANY	\$115.00			
	3GS LLC	\$125.00			
	CAFFEINE, INC.	\$125.00			
	CRONIN AND COMPANY LLC	\$125.00			
	MINTZ & HOKE COMMUNICATIONS GROUP	\$130.00			
	PITA COMMUNICATIONS LLC	\$140.00			
	APPLIED GEOGRAPHICS, INC.	\$150.00			
	RHYTHM INTERACTIVE, INC.	\$150.00			
	ZAG INTERACTIVE	\$150.00			
	FOUNTAINS SPATIAL, CIN.	\$160.00			
	DIGITAL SURGEONS LLC	\$225.00			
<b>23</b>	<b>GIS WEB DEVELOPMENT</b>	<b>HOURLY RATE</b>			
	PCC TECHNOLOGY GROUP LLC	\$72.00			
	BCT CONSULTING, INC.	\$90.00			
	EASTERN RESEARCH GROUP, INC. (ERG)	\$92.11			
	DEV408	\$95.00			
	CHOICE SOLUTIONS, INC.	\$115.00			
	INTRAFINITY INC.	\$115.00			
	ODONNELL COMPANY	\$115.00			
	3GS LLC	\$125.00			
	CAFFEINE, INC.	\$125.00			
	CRONIN AND COMPANY LLC	\$125.00			
	MINTZ & HOKE COMMUNICATIONS GROUP	\$130.00			
	APPLIED GEOGRAPHICS, INC.	\$135.00			
	PITA COMMUNICATIONS LLC	\$140.00			
	FOUNTAINS SPATIAL, CIN.	\$145.00			
	RHYTHM INTERACTIVE, INC.	\$150.00			
	ZAG INTERACTIVE	\$150.00			
	DIGITAL SURGEONS LLC	\$225.00			
<b>ADDITIONAL SERVICES OFFERED BY CONTRACTOR</b>					
<b>24</b>	<b>APPLIED GEOGRAPHICS, INC.</b>	<b>HOURLY RATE</b>	<b>MONTHLY RATE</b>	<b>QUARTERLY RATE</b>	<b>YEARLY RATE</b>
	WEBSITE HOSTING & ANALYTICS, COMPLEX		\$ 1,200.00	\$ 3,000.00	\$ 10,000.00
	GIS DATA ANALYSIS	\$100.00			
	GIS DATA CREATION	\$65.00			
	GIS SYSTEM PLANNING	\$185.00			
	GIS SYSTEM ARCHITECTURE	\$185.00			
	GIS PROJECT MANAGEMENT	\$165.00			
<b>25</b>	<b>CAFFEINE, INC.</b>	<b>HOURLY RATE</b>			
	ANALYTICS INTEGRATION	\$125.00			
	SOCIAL MEDIA MONITORING & REPORTING	\$85.00			
	ANALYTICS REPORTING	\$125.00			
	MOBILE APPLICATION DEVELOPMENT	\$125.00			
	DATABASE ADMINISTRATION	\$125.00			
	ONLINE MEDIA PLANNING	\$125.00			
	ONLINE MEDIA BUYING	\$125.00			
<b>26</b>	<b>INTRAFINITY INC.</b>	<b>HOURLY RATE</b>			
	HOSTING SERVICES		\$ 500.00		
<b>27</b>	<b>PITA COMMUNICATIONS LLC</b>	<b>HOURLY RATE</b>			
	BROADCAST PRODUCTION (VIDEO & AUDIO)	\$140.00			
	ART DIRECTION	\$140.00			
	COPY WRITING	\$125.00			
	ILLUSTRATIONS	\$75.00			
	USABILITY ANALYSIS	\$125.00			
	VENDOR MANAGEMENT	\$125.00			
	PROJECT MANAGEMENT	\$125.00			
<b>28</b>	<b>PCC TECHNOLOGY GROUP LLC</b>	<b>HOURLY RATE</b>			
	WEB DESIGNER	\$72.00			
	SENIOR WEB DESIGNER	\$88.00			
	PROJECT MANAGER	\$98.00			
	WEB PROGRAMMER	\$75.00			
	SENIOR WEB PROGRAMMER	\$92.00			
	BUSINESS ANALYST	\$72.00			
	WEB PORTAL ARCHITECT	\$110.00			

NOTE: This contract covers Website Development, Design and Hosting only and does not include services covered under DAS Contract Award 08PSX0068 or any other existing contract award

CONTRACT AWARD  
SP-38 Rev. 07/11

**STATE OF CONNECTICUT**  
DEPARTMENT OF ADMINISTRATIVE SERVICES  
IT PROCUREMENT  
165 Capitol Avenue, 5<sup>th</sup> Floor South  
Hartford, CT 06106

Purchasing Contact:  
Elizabeth Basso, AFAO

Telephone Number:  
(860) 622-2037

Contract Award # 11PSX0212
Contract Award Date November 10, 2011
Expiration Date April 30, 2013

<b>CONTRACT AWARD</b>
<b>IMPORTANT: This is <u>NOT</u> A PURCHASE ORDER. Do <u>NOT</u> PRODUCE OR SHIP WITHOUT AN AGENCY PURCHASE ORDER.</b>

COMMODITY CLASS/SUBCLASS & DESCRIPTION: **Website Development, Design & Hosting**

FOR:	Department of Administrative Services All Using State Agencies, Political Subdivisions, Municipalities, Non Profits and Education	DELIVERY DATE REQ'D: <b>As Required</b>
		TERM OF CONTRACT: <b>Date of Award through April 30, 2013</b>
		AGENCY REQUISITION NUMBER: <b>DASM1-445</b>

IN STATE (NON-SB) CONTRACT VALUE	DAS CERTIFIED SMALL BUSINESS CONTRACT VALUE	OUT OF STATE CONTRACT VALUE	TOTAL CONTRACT AWARD VALUE
\$	\$	\$	<b>\$2,000,000.00</b>

**NOTICE TO CONTRACTORS:** This notice of award is not an order to ship. The using agency or agencies on whose behalf the contract is made will furnish purchase orders against contracts. Send invoices directly to the using/ordering agency per instructions on purchase order.

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

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

- ▶ **CASH DISCOUNTS:** Cash discounts, if any, shall be given SPECIAL ATTENTION, but such cash discount shall not be taken unless payment is made within the discount period.
- ▶ **PRICE BASIS:** Unless otherwise noted, prices include delivery and transportation charges fully prepaid f.o.b. agency. No extra charge is to be made for packing or packages.

**CONTRACTOR INFORMATION:**

**SEE THE FOLLOWING PAGES FOR CONTRACTOR INFORMATION**

**APPROVED** \_\_\_\_\_  
*Elizabeth Basso*  
**Assoc. Fiscal Administrative Officer**  
 (Original Signature on Document in Procurement Files)

**APPROVED** \_\_\_\_\_ Date: \_\_/\_\_/\_\_  
*Joseph Giliberto*  
**Contract Specialist Team Leader**  
 (Original Signature on Document in Procurement Files)

Date Issued: November 9, 2011

<b>SPECIAL TERMS AND CONDITIONS</b> Rev. 12/10	<b>STATE OF CONNECTICUT</b> <b>DEPARTMENT OF ADMINISTRATIVE SERVICES</b> <b>IT PROCUREMENT</b> <b>165 Capitol Avenue, 5<sup>th</sup> Floor South</b> <b>Hartford, CT 06106</b>	<b>Award Number</b> <b>11PSX0212</b>
Purchasing Contact: <b>Elizabeth Basso, AFAO</b>		
Telephone Number: <b>(860) 713.5611</b>		

Company Name: **3GS LLC**

Address: **1337 Union Street, 619, Schenectady, NY 12309**

Tel. No.: **774.696.9516**

Fax No.: **518.693.6531**

Contract Value: **Est. \$75,000.00**

Contact Person: **Aaron Jarvis**

Vendor ID #: **0000106085**

Delivery: **As Required**

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

Terms: **Net 45 Days**

Supply to Political Sub-Divisions: **YES**

Company E-mail Address: **ajarvis@3gsllc.com www.3gsllc.com**

Company Name: **Applied Geographics, Inc.**

Address: **24 School Street, Suite 500, Boston, MA 02108**

Tel. No.: **617.447.2400**

Fax No.: **617.256.1688**

Contract Value: **Est. \$75,000.00**

Contact Person: **David Weaver**

Vendor ID #: **0000032219**

Delivery: **As Required**

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

Terms: **Net 45 Days**

Supply to Political Sub-Divisions: **YES**

Company E-mail Address: **dweaver@appgeo.com www.appgeo.com**

Company Name: **BCT Consulting, Inc.**

Address: **497 N. Clovis Avenue #310, Clovis CA 93611**

Tel. No.: **559.322.1989**

Fax No.: **559.472.7300**

Contract Value: **Est. \$75,000.00**

Contact Person: **Eric G. Rawn**

Vendor ID #: **0000105998**

Delivery: **As Required**

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

Terms: **Net 45 Days,**  
**Less 2% 10 Days**

Supply to Political Sub-Divisions: **YES**

Company E-mail Address: **erawn@bctconsulting.com www.bctconsulting.com**

Company Name: **Caffeine, Inc.**

Address: **897 Boston Post Road, Madison, CT 06443**

Tel. No.: **203.404.4893**

Fax No.: **203.404.4893**

Contract Value: **Est. \$75,000.00**

Contact Person: **William Mulligan**

Vendor ID #: **0000066840**

Delivery: **As Required**

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

Terms: **Net 45 Days**

Supply to Political Sub-Divisions: **NO**

Company E-mail Address: **bill@getcaffeinated.com www.getcaffeinated.com**

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

Address: **420 Lakeside Avenue, Suite 101, Marlborough MA 01752**

Tel. No.: **508.229.0044**

Fax No.: **508.229.0033**

Contract Value: **Est. \$75,000.00**

Contact Person: **Zachary Tussing**

Vendor ID #: **0000106062**

Delivery: **As Required**

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

Terms: **Net 45 Days**

Supply to Political Sub-Divisions: **YES**

Company E-mail Address: **www.choicp20.com**

<b>SPECIAL TERMS AND CONDITIONS</b> Rev. 12/10	<b>STATE OF CONNECTICUT</b> <b>DEPARTMENT OF ADMINISTRATIVE SERVICES</b> <b>IT PROCUREMENT</b> <b>165 Capitol Avenue, 5<sup>th</sup> Floor South</b> <b>Hartford, CT 06106</b>	<b>Award Number</b> <b>11PSX0212</b>
Purchasing Contact: <b>Elizabeth Basso, AFAO</b>		
Telephone Number: <b>(860) 622-2037</b>		

Company Name: **The Computer Company**

Address: **15 Commerce Drive, Cromwell, CT 06416**

Tel. No.: **800.418.2358 OR**  
**860.635.0500**

Fax No.: **860.635.3550**

Contract Value: **Est. \$150,000.00**

Contact Person: **Eileen Hasson**

Vendor ID #: **0000044981**

Delivery: **As Required**

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

Terms: **Net 30 Days**

Supply to Political Sub-Divisions: **YES**

Company E-mail Address: **ehasson@computercompany.net www.computercompany.net**

Company Name: **The Cronin and Company, LLC**

Address: **50 Nye Road, Glastonbury, CT 06033**

Tel. No.: **860.659.0514 x273**

Fax No.: **860.659.0533**

Contract Value: **Est. \$75,000.00**

Contact Person: **Diane Woodruff**

Vendor ID #: **0000012841**

Delivery: **As Required**

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

Terms: **Net 45 Days**

Supply to Political Sub-Divisions: **YES**

Company E-mail Address: **dwoodruff@cronin-co.com www.cronin-co.com**

Company Name: **408 Group, Inc. dba DEV408**

Address: **408 Pacific Street, Brooklyn, NY 11217**

Tel. No.: **860.651.5945**

Fax No.: **860.651.5945**

Contract Value: **Est. \$75,000.00**

Contact Person: **Susan Clancy**

Vendor ID #: **0000142463**

Delivery: **As Required**

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

Terms: **Net 45 Days**

Supply to Political Sub-Divisions: **YES**

Company E-mail Address: **sueclancy@408group.com www.408group.com**

Company Name: **Digital Surgeons, LLC**

Address: **1175 State Street, Suite 219, New Haven, CT 06511**

Tel. No.: **203.672.6201**

Fax No.: **203.785.0201**

Contract Value: **Est. \$150,000.00**

Contact Person: **David Salinas**

Vendor ID #: **0000142451**

Delivery: **As Required**

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

Terms: **Net 30 Days**

Supply to Political Sub-Divisions: **YES**

Company E-mail Address: **david@digitalsurgeons.com www.digitalsurgeons.com**

Company Name: **Eastern Research Group, Inc. (ERG)**

Address: **110 Hartwell Avenue, Lexington, MA 02421**

Tel. No.: **781.674.7330**

Fax No.: **781.674.2851**

Contract Value: **Est. \$75,000.00**

Contact Person: **Linda Diamond**

Vendor ID #: **0000142450**

Delivery: **As Required**

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

Terms: **Net 45 Days**

Supply to Political Sub-Divisions: **YES**

Company E-mail Address: **linda.diamond@erg.com www.erg.com**

<b>SPECIAL TERMS AND CONDITIONS</b> Rev. 12/10	<b>STATE OF CONNECTICUT</b> DEPARTMENT OF ADMINISTRATIVE SERVICES IT PROCUREMENT <b>165 Capitol Avenue, 5<sup>th</sup> Floor South</b> <b>Hartford, CT 06106</b>	Award Number <b>11PSX0212</b>
Purchasing Contact: <b>Elizabeth Basso, AFAO</b>		
Telephone Number: <b>(860) 622-2037</b>		

Company Name: **FEC Inc. dba First Experience Communications**

Address: **701 Hebron Avenue, Glastonbury, CT 06033**

Tel. No.: **860.657.3815 x13**

Fax No.: **860.657.4379**

Contract Value: **Est. \$75,000.00**

Contact Person: **Ira Yellen**

Vendor ID #: **0000010966**

Delivery: **As Required**

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

Terms: **Net 45 Days**

Supply to Political Sub-Divisions: **YES**

**Less 5% 10 Days**

Company E-mail Address: **iwyellen@firstexperience.com** **www.firstexperience.com**

Company Name: **Fountains Spatial, Inc.**

Address: **137 Jay Street, Schenectady, NY 12305**

Tel. No.: **518.346.0942**

Fax No.: **518.346.5322**

Contract Value: **Est. \$75,000.00**

Contact Person: **Larry Spraker**

Vendor ID #: **0000142448**

Delivery: **As Required**

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

Terms: **Net 45 Days**

Supply to Political Sub-Divisions: **YES**

Company E-mail Address: **larry.spraker@fountainsamerica.com** **www.fountainsspatial.com**

Company Name: **Intrafinity Inc.**

Address: **20 Richmond Street East, Suite 212, Toronto, Ontario, Canada MSC2R9**

Tel. No.: **866.802.4447 x712**

Fax No.: **866.204.6147**

Contract Value: **Est. \$75,000.00**

Contact Person: **Patrizia Frattaroli**

Vendor ID #: **0000142643**

Delivery: **As Required**

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

Terms: **Net 45 Days**

Supply to Political Sub-Divisions: **YES**

**Less 10% 15 Days**

Company E-mail Address: **patrizia.frattaroli@intrafinity.com** **www.intrafinity.com**

Company Name: **Micros TIG Global**

Address: **5550 Friendship Boulevard, Suite T100, Chevy Chase, MD 20815**

Tel. No.: **301.841.4757**

Fax No.: **301.841.4750**

Contract Value: **Est. \$75,000.00**

Contact Person: **Steven Pagnanelli**

Vendor ID #: **0000103684**

Delivery: **As Required**

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

Terms: **Net 45 Days**

Supply to Political Sub-Divisions: **YES**

Company E-mail Address: **spagnanelli@tigglobal.com** **www.tigglobal.com**

<b>SPECIAL TERMS AND CONDITIONS</b> Rev. 12/10	<b>STATE OF CONNECTICUT</b> <b>DEPARTMENT OF ADMINISTRATIVE SERVICES</b> <b>IT PROCUREMENT</b> <b>165 Capitol Avenue, 5<sup>th</sup> Floor South</b> <b>Hartford, CT 06106</b>	<b>Award Number</b> <b>11PSX0212</b>
<i>Purchasing Contact:</i> <b>Elizabeth Basso, AFAO</b>		
<i>Telephone Number:</i> <b>(860) 622-2037</b>		

**Company Name: Mintz & Hoke Inc. dba Mintz & Hoke Communications Group**

**Address: 40 Tower Lane, Avon, CT 06001**

**Tel. No.: 860.679.9849**

**Fax No.: 860.679.9850**

**Contract Value: Est. \$150,000.00**

**Contact Person: Ann Marie Regish**

**Vendor ID #: 0000017905**

**Delivery: As Required**

**Certification Type: YES**

**Terms: Net 30 Days**

**Supply to Political Sub-Divisions: YES**

*(SBE, MBE, WBE or None)*

**Company E-mail Address: [ronp@mintz-hoke.com](mailto:ronp@mintz-hoke.com) [www.mintz-hoke.com](http://www.mintz-hoke.com)**

**Company Name: Odonnell Company**

**Address: 760 Chapel Street, New Haven, CT 06612**

**Tel. No.: 203.764.1000**

**Fax No.: 203.764.1001**

**Contract Value: Est. \$75,000.00**

**Contact Person: Daniel O'Donnell**

**Vendor ID #: 0000103523**

**Delivery: As Required**

**Certification Type: none**

**Terms: Net 45 Days**

**Supply to Political Sub-Divisions: YES**

*(SBE, MBE, WBE or None)*

**Company E-mail Address: [dan@odonnellco.com](mailto:dan@odonnellco.com) [www.odonnellco.com](http://www.odonnellco.com)**

**Company Name: PCC Technology Group, LLC**

**Address: 2 Barnard Lane, Bloomfield, CT 06002**

**Tel. No.: 860.466.7223**

**Fax No.: 860.286.0459**

**Contract Value: Est. \$150,000.00**

**Contact Person: Joe Singh**

**Vendor ID #: 0000011013**

**Delivery: As Required**

**Certification Type: YES**

**Terms: Net 30 Days**

**Supply to Political Sub-Divisions: YES**

*(SBE, MBE, WBE or None)*

**Company E-mail Address: [jsingh@pcctg.com](mailto:jsingh@pcctg.com) [www.pcctg.com](http://www.pcctg.com)**

**Company Name: Pita Communications LLC (The Pita Group)**

**Address: 40 Cold Spring Road, Rocky Hill, CT 06067**

**Tel. No.: 860.293.0157 x11**

**Fax No.: 860.241.1066**

**Contract Value: Est. \$150,000.00**

**Contact Person: Kimberlee S. Pita**

**Vendor ID #: 0000019690**

**Delivery: As Required**

**Certification Type: YES**

**Terms: Net 45 Days**

**Supply to Political Sub-Divisions: YES**

*(SBE, MBE, WBE or None)*

**Company E-mail Address: [kim@thepitagroup.com](mailto:kim@thepitagroup.com) [www.thepitagroup.com](http://www.thepitagroup.com)**

**Company Name: Quintet Systems Inc.**

**Address: 1200 High Ridge Road, Stamford, CT 06905**

**Tel. No.: 203.322.8993**

**Fax No.: 203.322.9574**

**Contract Value: Est. \$75,000.00**

**Contact Person: Steven Sanford**

**Vendor ID #: 0000142449**

**Delivery: As Required**

**Certification Type: none**

**Terms: Net 45 Days**

**Supply to Political Sub-Divisions: NO**

*(SBE, MBE, WBE or None)*

**Company E-mail Address: [ssanford@thinkquintet.com](mailto:ssanford@thinkquintet.com) [www.thinkquintet.com](http://www.thinkquintet.com)**

<b>SPECIAL TERMS AND CONDITIONS</b> Rev. 12/10	<p align="center"> <b>STATE OF CONNECTICUT</b>  DEPARTMENT OF ADMINISTRATIVE SERVICES  IT PROCUREMENT  165 Capitol Avenue, 5<sup>th</sup> Floor South  Hartford, CT 06106 </p>	Award Number <b>11PSX0212</b>
Purchasing Contact: <b>Elizabeth Basso, AFAO</b>		
Telephone Number: <b>(860) 622-2037</b>		

Company Name: **Rhythm Interactive, Inc.**

Address: **9860 Irvine Center Drive, Irvine, CA 92618**

Tel. No.: **949.783.5003**

Fax No.: **949.783.5041**

Contract Value: **Est. \$75,000.00**

Contact Person: **Peter Bohenek**

Vendor ID #: **0000105999**

Delivery: **As Required**

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

Terms: **Net 45 Days**

Supply to Political Sub-Divisions: **YES**

Company E-mail Address: **pete@rinteractive.net** **www.rinteractive.net**

Company Name: **ZAG Interactive**

Address: **148 Eastern Boulevard Suite 110, Glastonbury, CT 06033**

Tel. No.: **860.633.4818**

Fax No.: **860.633.2312**

Contract Value: **Est. \$75,000.00**

Contact Person: **Larry Miclette**

Vendor ID #: **0000142501**

Delivery: **As Required**

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

Terms: **Net 45 Days**

Supply to Political Sub-Divisions: **YES**

Company E-mail Address: **lmiclette@zaginteractive.com** **www.zaginteractive.com**

**Contract Award 11PSX0212**  
**Agency Specifications**  
**Website Development, Design, and Hosting**

**Overview**

The State of Connecticut is issuing this contract award for agencies that need marketing campaigns or specialized sites outside the State's enterprise Web Content Management System (WCMS). This contract award also provides ongoing maintenance services for agencies using the WCMS that do not have enough resources to update the system. The WCMS has a simple html editor and training can be provided to learn the system when a vendor is selected for this work. It should not take a resource with html experience more than six hours to complete the training.

**Scope**

Services required will include, but not be limited to, providing development, design and/or hosting for various State agencies websites' following the States CTEA Standards and Best Practices. These standards are available on our website at: <http://www.ct.gov/doit/enterprise-architecture>

**Description of Services**

- Web design
- Web development
- Site architecture
- Web administration
- JavaScript and AJAX programming
- HTML and XML coding
- Website hosting and Analytics
- Search engine optimization
- CRM system integration and management
- Dynamic coding/scripting
- Interactive Flash and animation
- Graphic concepts
- Photoshop work, production
- Style Sheet setup
- Web/multi-media animations
- Content management
- Mobile Integration
- Website Accessibility Compliance
- Social Media Integration
- GIS Data Integration
- GIS System Integration
- GIS Web Design
- GIS Web Development

**Special Terms and Conditions**

Contractors must code websites that are Section 508 compliant. Universal Website Accessibility for State Agencies may be viewed at <http://www.ct.gov/doit/cwp/view.asp?a=1306&q=255004>.

**Contract Award 11PSX0212**  
**Agency Specifications**  
**Website Development, Design, and Hosting**

Contractors must comply with all applicable IT Policies and the States' CTEA Standards and Best Practices. These standards are available on our website at: [http://www.ct.gov/doit/lib/doit/Application\\_Development\\_Best\\_Practices.pdf](http://www.ct.gov/doit/lib/doit/Application_Development_Best_Practices.pdf).

If hosting will be done at DAS Bureau of Enterprise Systems Technology (BEST) Data Center, contractors must follow Architectural Guidelines for Web-Based Applications.

Contractors must have experience with .net, SQL Server, Java scripting, HTML, XML, Flash, Photoshop, Illustrator, and Cascading Style Sheets.

All outside production costs, subcontractor's costs, or out-of-pocket expenses incurred will be invoiced at net, with no markup or commission. Written estimates will be furnished and advance written approval obtained for all jobs.

The State reserves the right to determine whether the contractor or any subcontractor, in the State's sole discretion, possesses the ability to complete a specific project. The State may reject contractors' or subcontractors' services on any specific project at any time during the term of the purchase order. Contractor shall notify the State of any subcontractors for any project as the State's prior written approval shall be required for work to be performed by a subcontractor. In no case shall the contractor or its subcontractor(s) be considered to be the agents, employees or contractors of the State of Connecticut.

Website Hosting to include analytics unless otherwise specified.

**Out of Scope**

This contract award covers Website Development, Design and Hosting only. No services available under any other existing contract can be purchased using this contract award.

Services related to application development and advanced programming are not covered in this bid. Those services are covered under the IT Professional Services Contract 09ITZ0047.

Media, Marketing, Advertising and Public Relations Services are available under Contract 08PSX0068.

Purchasing Contact:  
Elizabeth Basso, AFAO

Telephone Number:  
(860) 622-2037

E-Mail Address:  
[Elizabeth.basso@ct.gov](mailto:Elizabeth.basso@ct.gov)

**CONTRACT AWARD  
SCHEDULE**

11PSX0212

CONTRACT AWARD DATE  
November 9, 2011

DELIVERY

PAYMENT TERMS

CASH DISCOUNT

-- % -- Days

Pricing includes all transportation charges FOB State Agency.

Page 1 OF 1

VENDOR NAME:

VENDOR ID#:

Department of Administrative Services is issuing this contract award for  
**Website Development, Design and Hosting**  
on behalf of

All Using State Agencies, Political Subdivisions, Municipalities, Non Profits and Education

All Pricing is NET pricing and is inclusive of all related expenses (travel, meals, etc.)

This contract is for **Website** Development, Design and Hosting ONLY.  
See Dept. of Administrative Services Contract Award No. 08PSX0068 for Media, Marketing,  
Advertising and Public Relations Services related purchases.

Websites must be Section 508 compliant. See Universal Web Site Accessibility Language  
(Appendix A)

Agencies should submit a Statement of Work to a minimum of three (3) contracted vendors  
and select the lowest, qualified contractor.

**Total Estimated Award of \$2,000,000.00**

**NOTES:**

1. Vendor must comply with the Standard & Special Bid and Contract Terms and Conditions, and any Special/Agency Terms and Conditions.
2. Prices are net and include any/all related expenses.

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**All correspondence regarding this contract award must be in writing and submitted to:**

Elizabeth Basso, AFAO  
Contract Award # 11PSX0212  
DAS IT Procurement  
165 Capitol Avenue, 5<sup>th</sup> Floor South  
Hartford, CT 06106

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**BID SCHEDULE**  
**11PSX0212 for WEB DEVELOPMENT, DESIGN HOSTING SERVICES**

<b>Item 1</b>	<b>WEB DESIGN</b>	<b>HOURLY RATE</b>
	PCC TECHNOLOGY GROUP LLC	\$64.00
	DEV408	\$65.00
	THE COMPUTER COMPANY INC.	\$75.00
	EASTERN RESEARCH GROUP., INC. (ERG)	\$80.54
	CHOICE SOLUTIONS, INC.	\$85.00
	BCT CONSULTING, INC.	\$90.00
	3GS LLC	\$100.00
	QUINTET SYSTEMS INC.	\$100.00
	INTRAFINITY INC.	\$115.00
	ODONNELL COMPANY	\$115.00
	APPLIED GEOGRAPHICS, INC.	\$125.00
	CAFFEINE, INC.	\$125.00
	CRONIN AND COMPANY LLC	\$125.00
	FIRST EXPERIENCE COMMUNICATIONS	\$125.00
	MICROS TIG GLOBAL	\$125.00
	PITA COMMUNICATIONS LLC	\$125.00
	MINTZ & HOKE COMMUNICATIONS GROUP	\$130.00
	FOUNTAINS SPATIAL, INC.	\$140.00
	RHYTHM INTERACTIVE, INC.	\$150.00
	ZAG INTERACTIVE	\$150.00
	DIGITAL SURGEONS LLC	\$175.00
<b>2</b>	<b>WEB DEVELOPMENT</b>	<b>HOURLY RATE</b>
	PCC TECHNOLOGY GROUP LLC	\$64.00
	DEV408	\$65.00
	THE COMPUTER COMPANY INC.	\$75.00
	EASTERN RESEARCH GROUP., INC. (ERG)	\$85.32
	BCT CONSULTING, INC.	\$90.00
	CHOICE SOLUTIONS, INC.	\$93.00
	3GS LLC	\$100.00
	FIRST EXPERIENCE COMMUNICATIONS	\$100.00
	QUINTET SYSTEMS INC.	\$100.00
	ODONNELL COMPANY	\$115.00
	CAFFEINE, INC.	\$125.00
	CRONIN AND COMPANY LLC	\$125.00
	FOUNTAINS SPATIAL, INC.	\$125.00
	INTRAFINITY INC.	\$125.00
	MICROS TIG GLOBAL	\$125.00
	PITA COMMUNICATIONS LLC	\$125.00
	MINTZ & HOKE COMMUNICATIONS GROUP	\$130.00
	APPLIED GEOGRAPHICS, INC.	\$135.00
	RHYTHM INTERACTIVE, INC.	\$150.00
	ZAG INTERACTIVE	\$150.00
	DIGITAL SURGEONS LLC	\$175.00
<b>3</b>	<b>SITE ARCHITECTURE</b>	<b>HOURLY RATE</b>
	PCC TECHNOLOGY GROUP LLC	\$64.00
	DEV408	\$65.00
	THE COMPUTER COMPANY INC.	\$75.00
	BCT CONSULTING, INC.	\$90.00
	CHOICE SOLUTIONS, INC.	\$100.00
	FIRST EXPERIENCE COMMUNICATIONS	\$100.00
	3GS LLC	\$110.00
	QUINTET SYSTEMS INC.	\$110.00
	EASTERN RESEARCH GROUP., INC. (ERG)	\$112.97
	ODONNELL COMPANY	\$115.00
	CAFFEINE, INC.	\$125.00
	CRONIN AND COMPANY LLC	\$125.00
	INTRAFINITY INC.	\$125.00
	MICROS TIG GLOBAL	\$125.00
	PITA COMMUNICATIONS LLC	\$125.00
	FOUNTAINS SPATIAL, INC.	\$140.00
	MINTZ & HOKE COMMUNICATIONS GROUP	\$150.00
	RHYTHM INTERACTIVE, INC.	\$150.00
	APPLIED GEOGRAPHICS, INC.	\$170.00
	ZAG INTERACTIVE	\$175.00
	DIGITAL SURGEONS LLC	\$200.00

NOTE: This contract covers Website Development, Design and Hosting only and does not include services covered under DAS Contract Award 08PSX0068 or any other existing contract award

**BID SCHEDULE**  
**11PSX0212 for WEB DEVELOPMENT, DESIGN HOSTING SERVICES**

<b>4</b>	<b>WEB ADMINISTRATION</b>	<b>HOURLY RATE</b>
	PCC TECHNOLOGY GROUP LLC	\$64.00
	DEV408	\$65.00
	MINTZ & HOKE COMMUNICATIONS GROUP	\$70.00
	THE COMPUTER COMPANY INC.	\$75.00
	BCT CONSULTING, INC.	\$90.00
	CHOICE SOLUTIONS, INC.	\$100.00
	FIRST EXPERIENCE COMMUNICATIONS	\$100.00
	PITA COMMUNICATIONS LLC	\$110.00
	QUINTET SYSTEMS INC.	\$110.00
	3GS LLC	\$115.00
	INTRAFINITY INC.	\$115.00
	ODONNELL COMPANY	\$115.00
	EASTERN RESEARCH GROUP., INC. (ERG)	\$121.40
	CAFFEINE, INC.	\$125.00
	CRONIN AND COMPANY LLC	\$125.00
	MICROS TIG GLOBAL	\$125.00
	FOUNTAINS SPATIAL, INC.	\$130.00
	RHYTHM INTERACTIVE, INC.	\$150.00
	ZAG INTERACTIVE	\$150.00
	DIGITAL SURGEONS LLC	\$175.00
<b>5</b>	<b>JAVASCRIPT AND AJAX PROGRAMMING</b>	<b>HOURLY RATE</b>
	PCC TECHNOLOGY GROUP LLC	\$64.00
	THE COMPUTER COMPANY INC.	\$75.00
	FIRST EXPERIENCE COMMUNICATIONS	\$80.00
	DEV408	\$85.00
	BCT CONSULTING, INC.	\$90.00
	EASTERN RESEARCH GROUP., INC. (ERG)	\$99.06
	3GS LLC	\$100.00
	CHOICE SOLUTIONS, INC.	\$100.00
	ODONNELL COMPANY	\$115.00
	MINTZ & HOKE COMMUNICATIONS GROUP	\$120.00
	APPLIED GEOGRAPHICS, INC.	\$125.00
	CAFFEINE, INC.	\$125.00
	CRONIN AND COMPANY LLC	\$125.00
	INTRAFINITY INC.	\$125.00
	MICROS TIG GLOBAL	\$125.00
	PITA COMMUNICATIONS LLC	\$125.00
	FOUNTAINS SPATIAL, INC.	\$130.00
	QUINTET SYSTEMS INC.	\$150.00
	RHYTHM INTERACTIVE, INC.	\$150.00
	ZAG INTERACTIVE	\$150.00
	DIGITAL SURGEONS LLC	\$200.00
<b>6</b>	<b>HTML and XML CODING</b>	<b>HOURLY RATE</b>
	PCC TECHNOLOGY GROUP LLC	\$64.00
	DEV408	\$65.00
	THE COMPUTER COMPANY INC.	\$75.00
	FIRST EXPERIENCE COMMUNICATIONS	\$80.00
	EASTERN RESEARCH GROUP., INC. (ERG)	\$80.51
	BCT CONSULTING, INC.	\$90.00
	CHOICE SOLUTIONS, INC.	\$90.00
	3GS LLC	\$100.00
	MINTZ & HOKE COMMUNICATIONS GROUP	\$100.00
	QUINTET SYSTEMS INC.	\$110.00
	ODONNELL COMPANY	\$115.00
	APPLIED GEOGRAPHICS, INC.	\$125.00
	CAFFEINE, INC.	\$125.00
	CRONIN AND COMPANY LLC	\$125.00
	INTRAFINITY INC.	\$125.00
	MICROS TIG GLOBAL	\$125.00
	PITA COMMUNICATIONS LLC	\$125.00
	FOUNTAINS SPATIAL, INC.	\$130.00
	RHYTHM INTERACTIVE, INC.	\$150.00
	ZAG INTERACTIVE	\$150.00
	DIGITAL SURGEONS LLC	\$175.00

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**BID SCHEDULE**  
**11PSX0212 for WEB DEVELOPMENT, DESIGN HOSTING SERVICES**

7	WEBSITE HOSTING AND ANALYTICS	HOURLY RATE	MONTHLY RATE	QUARTERLY RATE	YEARLY RATE
	PCC TECHNOLOGY GROUP LLC		\$100.00 - \$1,000.00	\$300.00 - \$3,000.00	\$1,200.00 - \$12,000.00
	THE COMPUTER COMPANY INC.		\$29.00 - \$149.00		
	DIGITAL SURGEONS LLC		STARTING @ \$25.00 MONTHLY DEPENDING UPON SITE FUNCTIONALITY		
	DEV408				\$500.00
		TBD			
		As appropriate to the particular website project, ERG will recommend and facilitate hosting at a qualified and reasonably priced 24/7 hosting services provider that includes a web analytics dashboard			
	EASTERN RESEARCH GROUP., INC. (ERG)				
		\$125.00/HOUR			
	CRONIN AND COMPANY LLC	OUT OF POCKET COST FOR WEBSITE HOSTING WILL BE ESTIMATED BASED UPON PROJECT REQUIREMENTS			
	APPLIED GEOGRAPHICS, INC.		\$500.00	\$1,200.00	\$4,000.00
	ZAG INTERACTIVE		RANGE: \$150.00 - \$2,000.00		
8	SEARCH ENGINE OPTIMIZATION	HOURLY RATE			
	PCC TECHNOLOGY GROUP LLC	\$72.00			
	DEV408	\$75.00			
	THE COMPUTER COMPANY INC.	\$75.00			
	EASTERN RESEARCH GROUP., INC. (ERG)	\$86.68			
	BCT CONSULTING, INC.	\$90.00			
	CHOICE SOLUTIONS, INC.	\$90.00			
	3GS LLC	\$95.00			
	FIRST EXPERIENCE COMMUNICATIONS	\$100.00			
	MINTZ & HOKE COMMUNICATIONS GROUP	\$100.00			
	CAFFEINE, INC.	\$110.00			
	INTRAFINITY INC.	\$115.00			
	ODONNELL COMPANY	\$115.00			
	QUINTET SYSTEMS INC.	\$120.00			
	CRONIN AND COMPANY LLC	\$125.00			
	MICROS TIG GLOBAL	\$125.00			
	PITA COMMUNICATIONS LLC	\$125.00			
	RHYTHM INTERACTIVE, INC.	\$150.00			
	ZAG INTERACTIVE	\$150.00			
	DIGITAL SURGEONS LLC	\$1,500.00 PER SITE PER MONTH. FLEXIBLE DEPENDING ON WORK LOAD ASSOCIATED WITH CAMPAIGN			
9	CRM SYSTEM INTEGRATION AND MANAGEMENT	HOURLY RATE			
	DEV408	\$75.00			
	THE COMPUTER COMPANY INC.	\$75.00			
	PCC TECHNOLOGY GROUP LLC	\$78.00			
	BCT CONSULTING, INC.	\$90.00			
	3GS LLC	\$95.00			
	EASTERN RESEARCH GROUP., INC. (ERG)	\$99.59			
	FIRST EXPERIENCE COMMUNICATIONS	\$100.00			
	CHOICE SOLUTIONS, INC.	\$110.00			
	ODONNELL COMPANY	\$115.00			
	APPLIED GEOGRAPHICS, INC.	\$125.00			
	CAFFEINE, INC.	\$125.00			
	CRONIN AND COMPANY LLC	\$125.00			
	INTRAFINITY INC.	\$125.00			
	MICROS TIG GLOBAL	\$125.00			
	PITA COMMUNICATIONS LLC	\$125.00			
	MINTZ & HOKE COMMUNICATIONS GROUP	\$150.00			
	QUINTET SYSTEMS INC.	\$150.00			
	RHYTHM INTERACTIVE, INC.	\$150.00			
	DIGITAL SURGEONS LLC	\$200.00			
	ZAG INTERACTIVE	\$150.00 (PLUS \$1900 LICENSE)			

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**BID SCHEDULE**  
**11PSX0212 for WEB DEVELOPMENT, DESIGN HOSTING SERVICES**

<b>10</b>	<b>DYNAMIC CODING/SCRIPTING</b>	<b>HOURLY RATE</b>
	PCC TECHNOLOGY GROUP LLC	\$64.00
	THE COMPUTER COMPANY INC.	\$75.00
	EASTERN RESEARCH GROUP., INC. (ERG)	\$75.56
	DEV408	\$85.00
	BCT CONSULTING, INC.	\$90.00
	3GS LLC	\$100.00
	CHOICE SOLUTIONS, INC.	\$100.00
	FIRST EXPERIENCE COMMUNICATIONS	\$100.00
	ODONNELL COMPANY	\$115.00
	CAFFEINE, INC.	\$125.00
	CRONIN AND COMPANY LLC	\$125.00
	INTRAFINITY INC.	\$125.00
	MICROS TIG GLOBAL	\$125.00
	PITA COMMUNICATIONS LLC	\$125.00
	MINTZ & HOKE COMMUNICATIONS GROUP	\$130.00
	QUINTET SYSTEMS INC.	\$150.00
	RHYTHM INTERACTIVE, INC.	\$150.00
	ZAG INTERACTIVE	\$150.00
	DIGITAL SURGEONS LLC	\$200.00
<b>11</b>	<b>INTERACTIVE FLASH &amp; ANIMATION</b>	<b>HOURLY RATE</b>
	PCC TECHNOLOGY GROUP LLC	\$64.00
	THE COMPUTER COMPANY INC.	\$75.00
	FIRST EXPERIENCE COMMUNICATIONS	\$80.00
	DEV408	\$85.00
	3GS LLC	\$90.00
	BCT CONSULTING, INC.	\$90.00
	CHOICE SOLUTIONS, INC.	\$100.00
	EASTERN RESEARCH GROUP., INC. (ERG)	\$102.61
	ODONNELL COMPANY	\$115.00
	QUINTET SYSTEMS INC.	\$120.00
	CAFFEINE, INC.	\$125.00
	CRONIN AND COMPANY LLC	\$125.00
	MICROS TIG GLOBAL	\$125.00
	MINTZ & HOKE COMMUNICATIONS GROUP	\$130.00
	PITA COMMUNICATIONS LLC	\$140.00
	RHYTHM INTERACTIVE, INC.	\$150.00
	ZAG INTERACTIVE	\$150.00
	DIGITAL SURGEONS LLC	\$200.00
<b>12</b>	<b>GRAPHIC CONCEPTS</b>	<b>HOURLY RATE</b>
	PCC TECHNOLOGY GROUP LLC	\$64.00
	DEV408	\$65.00
	THE COMPUTER COMPANY INC.	\$75.00
	FIRST EXPERIENCE COMMUNICATIONS	\$80.00
	3GS LLC	\$90.00
	BCT CONSULTING, INC.	\$90.00
	CHOICE SOLUTIONS, INC.	\$100.00
	INTRAFINITY INC.	\$115.00
	ODONNELL COMPANY	\$115.00
	EASTERN RESEARCH GROUP., INC. (ERG)	\$120.22
	CAFFEINE, INC.	\$125.00
	CRONIN AND COMPANY LLC	\$125.00
	MICROS TIG GLOBAL	\$125.00
	PITA COMMUNICATIONS LLC	\$125.00
	MINTZ & HOKE COMMUNICATIONS GROUP	\$130.00
	QUINTET SYSTEMS INC.	\$150.00
	RHYTHM INTERACTIVE, INC.	\$150.00
	ZAG INTERACTIVE	\$150.00
	DIGITAL SURGEONS LLC	\$200.00

**BID SCHEDULE**  
**11PSX0212 for WEB DEVELOPMENT, DESIGN HOSTING SERVICES**

<b>13</b>	<b>PHOTOSHOP WORK, PRODUCTION</b>	<b>HOURLY RATE</b>
	PCC TECHNOLOGY GROUP LLC	\$64.00
	DEV408	\$65.00
	FIRST EXPERIENCE COMMUNICATIONS	\$75.00
	THE COMPUTER COMPANY INC.	\$75.00
	CHOICE SOLUTIONS, INC.	\$85.00
	3GS LLC	\$90.00
	BCT CONSULTING, INC.	\$90.00
	EASTERN RESEARCH GROUP., INC. (ERG)	\$96.64
	CAFFEINE, INC.	\$100.00
	QUINTET SYSTEMS INC.	\$110.00
	INTRAFINITY INC.	\$115.00
	ODONNELL COMPANY	\$115.00
	MINTZ & HOKE COMMUNICATIONS GROUP	\$120.00
	CRONIN AND COMPANY LLC	\$125.00
	MICROS TIG GLOBAL	\$125.00
	PITA COMMUNICATIONS LLC	\$125.00
	RHYTHM INTERACTIVE, INC.	\$150.00
	ZAG INTERACTIVE	\$150.00
	DIGITAL SURGEONS LLC	\$175.00
<b>14</b>	<b>STYLE SHEET SETUP</b>	<b>HOURLY RATE</b>
	PCC TECHNOLOGY GROUP LLC	\$64.00
	DEV408	\$65.00
	THE COMPUTER COMPANY INC.	\$75.00
	EASTERN RESEARCH GROUP., INC. (ERG)	\$81.83
	CHOICE SOLUTIONS, INC.	\$85.00
	BCT CONSULTING, INC.	\$90.00
	FIRST EXPERIENCE COMMUNICATIONS	\$90.00
	3GS LLC	\$100.00
	PITA COMMUNICATIONS LLC	\$110.00
	QUINTET SYSTEMS INC.	\$110.00
	INTRAFINITY INC.	\$115.00
	ODONNELL COMPANY	\$115.00
	MINTZ & HOKE COMMUNICATIONS GROUP	\$120.00
	CAFFEINE, INC.	\$125.00
	CRONIN AND COMPANY LLC	\$125.00
	MICROS TIG GLOBAL	\$125.00
	RHYTHM INTERACTIVE, INC.	\$150.00
	ZAG INTERACTIVE	\$150.00
	DIGITAL SURGEONS LLC	\$175.00
<b>15</b>	<b>WEB/MULTI-MEDIA ANIMATIONS</b>	<b>HOURLY RATE</b>
	PCC TECHNOLOGY GROUP LLC	\$64.00
	DEV408	\$65.00
	THE COMPUTER COMPANY INC.	\$75.00
	FIRST EXPERIENCE COMMUNICATIONS	\$80.00
	3GS LLC	\$90.00
	BCT CONSULTING, INC.	\$90.00
	EASTERN RESEARCH GROUP., INC. (ERG)	\$97.52
	CHOICE SOLUTIONS, INC.	\$105.00
	ODONNELL COMPANY	\$115.00
	MINTZ & HOKE COMMUNICATIONS GROUP	\$120.00
	QUINTET SYSTEMS INC.	\$120.00
	CAFFEINE, INC.	\$125.00
	CRONIN AND COMPANY LLC	\$125.00
	MICROS TIG GLOBAL	\$125.00
	PITA COMMUNICATIONS LLC	\$140.00
	RHYTHM INTERACTIVE, INC.	\$150.00
	ZAG INTERACTIVE	\$150.00
	DIGITAL SURGEONS LLC	\$200.00

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**BID SCHEDULE**  
**11PSX0212 for WEB DEVELOPMENT, DESIGN HOSTING SERVICES**

16	<b>CONTENT MANAGEMENT</b>	<b>HOURLY RATE</b>
	FIRST EXPERIENCE COMMUNICATIONS	\$50.00
	PCC TECHNOLOGY GROUP LLC	\$64.00
	DEV408	\$65.00
	MINTZ & HOKE COMMUNICATIONS GROUP	\$70.00
	THE COMPUTER COMPANY INC.	\$75.00
	EASTERN RESEARCH GROUP., INC. (ERG)	\$85.66
	BCT CONSULTING, INC.	\$90.00
	3GS LLC	\$100.00
	CAFFEINE, INC.	\$100.00
	CHOICE SOLUTIONS, INC.	\$100.00
	QUINTET SYSTEMS INC.	\$110.00
	INTRAFINITY INC.	\$115.00
	ODONNELL COMPANY	\$115.00
	CRONIN AND COMPANY LLC	\$125.00
	MICROS TIG GLOBAL	\$125.00
	PITA COMMUNICATIONS LLC	\$125.00
	RHYTHM INTERACTIVE, INC.	\$150.00
	ZAG INTERACTIVE	\$150.00
	DIGITAL SURGEONS LLC	\$175.00
17	<b>MOBILE INTEGRATION</b>	<b>HOURLY RATE</b>
	PCC TECHNOLOGY GROUP LLC	\$75.00
	THE COMPUTER COMPANY INC.	\$75.00
	DEV408	\$85.00
	BCT CONSULTING, INC.	\$90.00
	3GS LLC	\$100.00
	FIRST EXPERIENCE COMMUNICATIONS	\$100.00
	CHOICE SOLUTIONS, INC.	\$105.00
	ODONNELL COMPANY	\$115.00
	QUINTET SYSTEMS INC.	\$120.00
	CAFFEINE, INC.	\$125.00
	CRONIN AND COMPANY LLC	\$125.00
	INTRAFINITY INC.	\$125.00
	MICROS TIG GLOBAL	\$125.00
	PITA COMMUNICATIONS LLC	\$125.00
	MINTZ & HOKE COMMUNICATIONS GROUP	\$130.00
	APPLIED GEOGRAPHICS, INC.	\$150.00
	RHYTHM INTERACTIVE, INC.	\$150.00
	ZAG INTERACTIVE	\$150.00
	EASTERN RESEARCH GROUP., INC. (ERG)	\$158.84
	DIGITAL SURGEONS LLC	\$200.00
18	<b>WEBSITE ACCESSIBILITY COMPLIANCE</b>	<b>HOURLY RATE</b>
	PCC TECHNOLOGY GROUP LLC	\$64.00
	DEV408	\$65.00
	EASTERN RESEARCH GROUP., INC. (ERG)	\$72.45
	THE COMPUTER COMPANY INC.	\$75.00
	BCT CONSULTING, INC.	\$90.00
	CHOICE SOLUTIONS, INC.	\$100.00
	FIRST EXPERIENCE COMMUNICATIONS	\$100.00
	3GS LLC	\$110.00
	QUINTET SYSTEMS INC.	\$110.00
	INTRAFINITY INC.	\$115.00
	ODONNELL COMPANY	\$115.00
	CAFFEINE, INC.	\$125.00
	CRONIN AND COMPANY LLC	\$125.00
	MICROS TIG GLOBAL	\$125.00
	PITA COMMUNICATIONS LLC	\$125.00
	MINTZ & HOKE COMMUNICATIONS GROUP	\$130.00
	RHYTHM INTERACTIVE, INC.	\$150.00
	ZAG INTERACTIVE	\$150.00
	DIGITAL SURGEONS LLC	\$175.00

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**BID SCHEDULE**  
**11PSX0212 for WEB DEVELOPMENT, DESIGN HOSTING SERVICES**

<b>19</b>	<b>SOCIAL MEDIA INTEGRATION</b>	<b>HOURLY RATE</b>
	EASTERN RESEARCH GROUP., INC. (ERG)	\$55.96
	DEV408	\$65.00
	PCC TECHNOLOGY GROUP LLC	\$70.00
	THE COMPUTER COMPANY INC.	\$75.00
	BCT CONSULTING, INC.	\$90.00
	CHOICE SOLUTIONS, INC.	\$90.00
	3GS LLC	\$100.00
	FIRST EXPERIENCE COMMUNICATIONS	\$100.00
	INTRAFINITY INC.	\$115.00
	ODONNELL COMPANY	\$115.00
	QUINTET SYSTEMS INC.	\$120.00
	CAFFEINE, INC.	\$125.00
	CRONIN AND COMPANY LLC	\$125.00
	MICROS TIG GLOBALJ	\$125.00
	PITA COMMUNICATIONS LLC	\$125.00
	MINTZ & HOKE COMMUNICATIONS GROUP	\$130.00
	RHYTHM INTERACTIVE, INC.	\$150.00
	ZAG INTERACTIVE	\$150.00
	DIGITAL SURGEONS LLC	\$200.00
<b>20</b>	<b>GIS DATA INTEGRATION</b>	<b>HOURLY RATE</b>
	APPLIED GEOGRAPHICS, INC.	\$75.00
	PCC TECHNOLOGY GROUP LLC	\$80.00
	EASTERN RESEARCH GROUP., INC. (ERG)	\$84.12
	BCT CONSULTING, INC.	\$90.00
	DEV408	\$95.00
	CHOICE SOLUTIONS, INC.	\$115.00
	INTRAFINITY INC.	\$115.00
	ODONNELL COMPANY	\$115.00
	FOUNTAINS SPATIAL, INC.	\$120.00
	3GS LLC	\$125.00
	CAFFEINE, INC.	\$125.00
	CRONIN AND COMPANY LLC	\$125.00
	MICROS TIG GLOBAL	\$125.00
	MINTZ & HOKE COMMUNICATIONS GROUP	\$130.00
	PITA COMMUNICATIONS LLC	\$140.00
	RHYTHM INTERACTIVE, INC.	\$150.00
	ZAG INTERACTIVE	\$150.00
	DIGITAL SURGEONS LLC	\$225.00
<b>21</b>	<b>GIS SYSTEM INTEGRATION</b>	<b>HOURLY RATE</b>
	PCC TECHNOLOGY GROUP LLC	\$80.00
	BCT CONSULTING, INC.	\$90.00
	DEV408	\$95.00
	CHOICE SOLUTIONS, INC.	\$115.00
	INTRAFINITY INC.	\$115.00
	ODONNELL COMPANY	\$115.00
	3GS LLC	\$125.00
	CAFFEINE, INC.	\$125.00
	CRONIN AND COMPANY LLC	\$125.00
	MINTZ & HOKE COMMUNICATIONS GROUP	\$130.00
	EASTERN RESEARCH GROUP., INC. (ERG)	\$131.71
	PITA COMMUNICATIONS LLC	\$140.00
	APPLIED GEOGRAPHICS, INC.	\$150.00
	RHYTHM INTERACTIVE, INC.	\$150.00
	ZAG INTERACTIVE	\$150.00
	FOUNTAINS SPATIAL, INC.	\$160.00
	DIGITAL SURGEONS LLC	\$225.00

NOTE: This contract covers Website Development, Design and Hosting only and does not include services covered under DAS Contract Award 08PSX0068 or any other existing contract award

**BID SCHEDULE**  
**11PSX0212 for WEB DEVELOPMENT, DESIGN HOSTING SERVICES**

<b>22</b>	<b>GIS WEB DESIGN</b>	<b>HOURLY RATE</b>			
	PCC TECHNOLOGY GROUP LLC	\$72.00			
	BCT CONSULTING, INC.	\$90.00			
	EASTERN RESEARCH GROUP., INC. (ERG)	\$91.03			
	DEV408	\$95.00			
	CHOICE SOLUTIONS, INC.	\$115.00			
	INTRAFINITY INC.	\$115.00			
	ODONNELL COMPANY	\$115.00			
	3GS LLC	\$125.00			
	CAFFEINE, INC.	\$125.00			
	CRONIN AND COMPANY LLC	\$125.00			
	MINTZ & HOKE COMMUNICATIONS GROUP	\$130.00			
	PITA COMMUNICATIONS LLC	\$140.00			
	APPLIED GEOGRAPHICS, INC.	\$150.00			
	RHYTHM INTERACTIVE, INC.	\$150.00			
	ZAG INTERACTIVE	\$150.00			
	FOUNTAINS SPATIAL, CIN.	\$160.00			
	DIGITAL SURGEONS LLC	\$225.00			
<b>23</b>	<b>GIS WEB DEVELOPMENT</b>	<b>HOURLY RATE</b>			
	PCC TECHNOLOGY GROUP LLC	\$72.00			
	BCT CONSULTING, INC.	\$90.00			
	EASTERN RESEARCH GROUP., INC. (ERG)	\$92.11			
	DEV408	\$95.00			
	CHOICE SOLUTIONS, INC.	\$115.00			
	INTRAFINITY INC.	\$115.00			
	ODONNELL COMPANY	\$115.00			
	3GS LLC	\$125.00			
	CAFFEINE, INC.	\$125.00			
	CRONIN AND COMPANY LLC	\$125.00			
	MINTZ & HOKE COMMUNICATIONS GROUP	\$130.00			
	APPLIED GEOGRAPHICS, INC.	\$135.00			
	PITA COMMUNICATIONS LLC	\$140.00			
	FOUNTAINS SPATIAL, CIN.	\$145.00			
	RHYTHM INTERACTIVE, INC.	\$150.00			
	ZAG INTERACTIVE	\$150.00			
	DIGITAL SURGEONS LLC	\$225.00			
<b>ADDITIONAL SERVICES OFFERED BY CONTRACTOR</b>					
<b>24</b>	<b>APPLIED GEOGRAPHICS, INC.</b>	<b>HOURLY RATE</b>	<b>MONTHLY RATE</b>	<b>QUARTERLY RATE</b>	<b>YEARLY RATE</b>
	WEBSITE HOSTING & ANALYTICS, COMPLEX		\$ 1,200.00	\$ 3,000.00	\$ 10,000.00
	GIS DATA ANALYSIS	\$100.00			
	GIS DATA CREATION	\$65.00			
	GIS SYSTEM PLANNING	\$185.00			
	GIS SYSTEM ARCHITECTURE	\$185.00			
	GIS PROJECT MANAGEMENT	\$165.00			
<b>25</b>	<b>CAFFEINE, INC.</b>	<b>HOURLY RATE</b>			
	ANALYTICS INTEGRATION	\$125.00			
	SOCIAL MEDIA MONITORING & REPORTING	\$85.00			
	ANALYTICS REPORTING	\$125.00			
	MOBILE APPLICATION DEVELOPMENT	\$125.00			
	DATABASE ADMINISTRATION	\$125.00			
	ONLINE MEDIA PLANNING	\$125.00			
	ONLINE MEDIA BUYING	\$125.00			
<b>26</b>	<b>INTRAFINITY INC.</b>	<b>HOURLY RATE</b>			
	HOSTING SERVICES		\$ 500.00		
<b>27</b>	<b>PITA COMMUNICATIONS LLC</b>	<b>HOURLY RATE</b>			
	BROADCAST PRODUCTION (VIDEO & AUDIO)	\$140.00			
	ART DIRECTION	\$140.00			
	COPY WRITING	\$125.00			
	ILLUSTRATIONS	\$75.00			
	USABILITY ANALYSIS	\$125.00			
	VENDOR MANAGEMENT	\$125.00			
	PROJECT MANAGEMENT	\$125.00			

NOTE: This contract covers Website Development, Design and Hosting only and does not include services covered under DAS Contract Award 08PSX0068 or any other existing contract award

<b>SPECIAL TERMS AND CONDITIONS</b> Rev. 12/10	<p style="text-align: center;"><b>STATE OF CONNECTICUT</b>  <b>DEPARTMENT OF ADMINISTRATIVE SERVICES</b>  <b>IT PROCUREMENT</b></p> <p style="text-align: center;"><b>165 Capitol Avenue, 5<sup>th</sup> Floor South</b></p> <p style="text-align: center;"><b>Hartford, CT 06106-1659</b></p>	<b>Award Number</b> <b>11PSX0212</b>
<i>Purchasing Contact:</i> <b>Elizabeth Basso, AFAO</b>		
<i>Telephone Number:</i> <b>(860) 622-2037</b>		

SPECIAL TERMS AND CONDITIONS  
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**SPECIAL TERMS AND CONDITIONS**

**1. SCOPE**

The State is seeking vendors to provide Services required will include, but not be limited to, providing Web Development, Design and/or Hosting Services. This will be a term contract from Date of Award through April 30, 2013 for All Using State Agencies, Municipalities, Political Subdivisions, Non-Profits and Education.

**2. INSURANCE REQUIREMENTS**

The contractor will carry sufficient insurance to cover the nature of work to be performed to indemnify and hold the State of Connecticut harmless from any insurable cause whatsoever. Upon Request, the contractor will furnish a current Certificate of Insurance evidencing General Liability, including products and completed operations coverage, Workers' Compensation and Automobile Liability coverage, naming the State of Connecticut as additional insured.

**3. PRICING RATES & PAYMENT TERMS**

Bidders will quote hourly rates for any/all specified categories and any additional Web Development, Design and Hosting Services. Payment terms are Net 45 days. The State will make payment within 45 days after acceptance and receipt of a properly submitted invoice. Contractors may offer discounts for early payments.

**4. BASIS OF AWARD**

An award will be issued to multiple qualified vendors, who are in compliance with the Bid/Contract Terms and Conditions and best meet the criteria listed in the Bid Requirements. The State reserves the right to make awards in a manner deemed in the best interest of the State.

**5. PRICE INCREASES**

Pricing Rates quoted under this contract shall remain firm for a period of one (1) year from effective date of contract award. Thereafter, the Bidders may be permitted to supply new rates not to exceed the lesser of 5% or the Current Overall CPI-U.

The Contractor must submit a formal request for any price increase to the Department of Administrative Services Procurement no later than thirty (30) days prior to the effective price increase date. The increase request shall contain the date the increase takes effect. No retroactive increase will be allowed. The State reserves the right to reject any requests deemed excessive.

**6. CANCELLATION**

The State reserves the right to cancel this invitation to bid, contract award, or specific line item without penalty for any reason it deems appropriate. The state reserves the right to cancel any unfulfilled portion of the contract if the Department of Administrative Services or the Agency deems the service and/or replacement parts provided by the contractor are unsatisfactory or inconsistent with the bid/contract terms and conditions.

**7. CONTRACTOR INFORMATION**

In the event that the awarded contractor's information changes (i.e. name, address, telephone), it is the contractor's responsibility to notify the DAS Procurement of such changes in writing. The State will not be held responsible for payments or purchase orders that are delayed due to additional routing caused by the lack of notification on the contractor's part.

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**8. PURCHASE ORDERS & INVOICES**

The ordering State Agency will issue purchase orders. Questions regarding purchase orders and invoicing should be directed in accordance with the instructions contained in the boilerplate of the purchase order. Payments may be delayed if the State invoice form is not properly completed in accordance with the instructions contained on the purchase order.

**9. TERMINATION OF CONSULTANTS AND AMENDMENTS**

- a. Upon thirty (30) days' notice to the Supplier, by the issuance of a Purchase Order Amendment, the agency may reasonably amend any Purchase Order and/or may terminate any service noted in any Purchase Order based upon approval from the office of DAS Procurement.
- b. Completion of any services provided hereunder, or the Customer's failure to issue any Purchase Order hereunder, shall not terminate these Terms and Conditions; the intent of the parties being to leave these Terms and Conditions in effect for the term specified in Section 1.

**10. PERFORMANCE CRITERIA**

- a. The Supplier when responding to a request to provide services to any agency shall be provided a Statement of Work by said agency. This Statement of Work, unless modified in writing by the agency, shall be the performance guide to be used by both the Supplier and agency.
- b. The Supplier shall concur with any agency requirement for status reporting, management methodologies, related documentation, computer operations, standards, practices, and published security procedures.
- c. The services shall not be deemed completed until all aspects of the Statement of Work have been completed to the agency's satisfaction (including implementation and post audit).

**11. DATES OF SERVICE**

No services shall be provided to any agency prior to the start date specified in the Purchase Order nor shall the services continue beyond the end date specified in the Purchase Order unless such Purchase Order has been duly amended. No employee, officer, or representative of the Customer, including the agency, or the Supplier may circumvent the intent of this section.

**12. EMPLOYEES OF SUPPLIER**

Subcontractors may be utilized by the Supplier in the performance of these Terms and Conditions. Bidders who are subcontracting specific services are required to identify the subcontractor and their scope of services. The Supplier agrees to promptly provide specific supportive documentation as requested.

**13. CONSULTANT COMMITMENT**

- a. Unless the agency terminates the services noted in an applicable Purchase Order, by issuance of an amendment or cancellation of the Purchase Order, as may be applicable, any assignment resulting from such Purchase Order shall remain in force until the Purchase Order specified assignment end date.
- b. If the Supplier terminates any services prior to the end date specified in the Purchase Order, the Customer shall be entitled to a credit based upon the following table:

Number of Work Days	Calculation of Customer Credits
Worked by the CONSULTANT	Credit for total charges plus 10% of such charges to
1 through 15 days	cover Customer's administrative overhead

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**SPECIAL TERMS AND CONDITIONS**  
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- |                        |   |
|------------------------|---|
| 16 through 30 days     | Credit for one half (50%) of total charges    |
| 31 through 60 days     | Credit for one quarter (25%) of total charges |
| 61 days and thereafter | Credit for one fifth (20%) of total charges   |

**14. PERFORMANCE FAILURE**

If a CONSULTANT fails to perform as specified in the Statement of Work or the CONSULTANT is found by the agency to lack the basic skills for which she/he was selected, the CONSULTANT shall be immediately terminated and the Customer shall be immediately entitled to a credit based upon the following table:

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

**15. CHARGES**

a. The Customer shall pay the Supplier any charges due it under these Terms and Conditions within forty-five (45) days, [thirty (30) days for Set-aside], after the period for which the applicable services have been rendered and a related invoice has been received by the applicable agency.

**16. CONFIDENTIALITY**

a. In order that the Supplier may effectively assist the agency, the agency may disclose to the Supplier confidential information relating to past, present and/or future operations relative to the Customer, including the agency.

b. All data and/or other information, in whatever form, delivered by the agency or otherwise obtained from the agency by the Supplier pursuant to these Terms and Conditions shall be deemed confidential to the Customer, including the agency.

The Supplier shall provide care and safeguards for the Customer's, including the agency's, information and instruct its personnel to keep such information confidential by using such care and discretion as may be necessary. The Supplier shall have no obligation to safeguard such material if the material is publicly available, already in public possession or publicly known, rightfully obtained by the Supplier from third parties, or disclosed by the Supplier as required of the Supplier pursuant to the laws of public disclosure.

**17. SEPARABILITY**

In the event any provision of these Terms and Conditions is decided by a proper authority to be invalid, the remaining provisions of these Terms and Conditions 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.

**18. HEADINGS**

The headings given to sections of these Terms and Conditions are intended to be used for reference only, and shall not affect the construction or interpretation of these Terms and Conditions.

<b>SPECIAL TERMS AND CONDITIONS</b> Rev. 12/10	<p align="center"> <b>STATE OF CONNECTICUT</b>  <b>DEPARTMENT OF ADMINISTRATIVE SERVICES</b>  <b>IT PROCUREMENT</b> </p> <p align="center"> <b>165 Capitol Avenue, 5<sup>th</sup> Floor South</b> </p> <p align="center"> <b>Hartford, CT 06106-1659</b> </p>	<b>Award Number</b> <b>11PSX0212</b>
<i>Purchasing Contact:</i> <b>Eltzabeth Basso, AFAO</b>		
<i>Telephone Number:</i> <b>(860) 622-2037</b>		

SPECIAL TERMS AND CONDITIONS  
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**19. GENERAL**

- a. These Terms and Conditions do not authorize either party to act as the agent or legal representative of the other for any purpose whatsoever. Neither party is granted any express or implied right, obligation or responsibility to bind the other party in any manner or thing whatsoever.
- b. The failure of either party at any time 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 provision herein shall not be taken or held by the other party to be a waiver of the provision itself unless such a waiver is expressed in writing by the affected party and signed by an authorized individual of the affected party.
- c. These Terms and Conditions 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.

**20. COMMUNICATIONS**

The address for the submission of invoices shall be provided in Purchase Orders.

Unless notified otherwise by the other party in writing:

- a) Correspondence and notices between the parties to these Terms and Conditions as to general business matters, quarterly reporting of Purchase Orders received, or the terms and conditions herein should be directed to:

Customer - PROCUREMENT DIVISION  
 DEPARTMENT OF ADMINISTRATIVE SERVICES  
 STATE OF CONNECTICUT  
 165 CAPITOL AVE 5th FLOOR SOUTH  
 HARTFORD CT 06106

Supplier - As stated in the Contract Award

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

- b) All technical, coordination, or day-to-day administrative matters pertaining to these Terms and Conditions should be directed to:

Agency - As specified in the applicable Purchase Order

Supplier - As stated in the Contract Award

**21. SURVIVAL BEYOND COMPLETION**

The provisions of Section 16 and Section 17 shall survive forever.

22. Vendors must code websites that are Section 508 compliant.

23. Vendors must comply with all applicable DAS Bureau of Enterprise Systems & Technology policies.

24. If hosting will be done at DAS Bureau of Enterprise Systems & Technology Policies Data Center, vendors must follow DAS Bureau of Enterprise Systems & Technology Architectural Guidelines for Web-Based Applications.

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SPECIAL TERMS AND CONDITIONS  
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25. All outside production costs, subcontractor's costs, or out-of-pocket expenses incurred will be invoiced at net, with no markup or commission. Written estimates will be furnished and advance written approval obtained for all jobs.

26. The State reserves the right to determine whether Vendor or any subcontractor, in State's sole discretion, possesses the ability to complete a specific project. The State may reject Vendor or any subcontractor's services on any specific project at any time during the term of the purchase order. Vendor shall notify State of any subcontractors recommended by Vendor for any project, and the State's prior written approval shall be required for work to be performed by a subcontractor. In no case shall Vendor or its subcontractors be considered to be the agents, employees or contractors of the State of Connecticut.

**STATE OF CONNECTICUT**  
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165 Capitol Avenue, 5<sup>th</sup> Floor South  
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[www.das.ct.gov](http://www.das.ct.gov)

<b>AWARD NUMBER</b> 11PSX0212
<b>Purchasing Contact:</b> Elizabeth Basso, AFAO
<b>E-mail Address:</b> <a href="mailto:elizabeth.basso@ct.gov">elizabeth.basso@ct.gov</a>

**STANDARD BID/CONTRACT TERMS AND CONDITIONS (SP-7A)**

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

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

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

- (a) **Agency:** Any office, department, board, council, commission, institution or other agency of the State.
- (b) **Alternate Bids:** Bids submitted in addition to the bidder's primary response to the invitation to bid. Such bids are intended to act as an alternative to the primary bid or be exchanged for, take the place of, replace or substitute for the primary bid should such primary bid be rejected.
- (c) **Bid:** An offer submitted in response to an Invitation to Bid.
- (d) **Bidder:** As defined in Section 4a-50, Chapter 58 of the Connecticut General Statutes, and as it may be modified, a person, firm or corporation submitting a competitive bid in response to a solicitation.
- (e) **Bidder Parties:** A Bidder's members, directors, officers, shareholders, partners, managers, principal officers, representatives, agents, servants, consultants, employees or any one of them or any other person or entity with whom the Bidder is in privity of oral or written contract and the Bidder intends for such other person or entity to perform under the Contract in any capacity.
- (f) **Cancellation:** An end to the Contract effected pursuant to a right which the Contract creates due to a breach.
- (g) **Claims:** All actions, suits, claims, demands, investigations and proceedings of any kind, open, pending or threatened, whether mature, unmatured, contingent, known or unknown, at law or in equity, in any forum.
- (h) **Conditional Bid:** Bid that substantially limits or modifies any of the terms and conditions, specifications or requirements of the invitation to bid.
- (i) **Contract:** The agreement, as of its effective date, between the Bidder and DAS for any, or all, Systems, Systems Properties or ALL IP Rights, and any associated services, at the Bid price. The Contract shall include the Invitation to Bid and the Bid.
- (j) **Contractor:** A Bidder who accepts or who is deemed to have accepted a Contract.
- (k) **Contractor Parties:** A Contractor's members, directors, officers, shareholders, partners, managers, principal officers, representatives, agents, servants, consultants, employees or any one of them or any other person or entity with whom the Contractor is in privity of oral or written contract and the Contractor intends for such other person or entity to perform under the Contract in any capacity.
- (l) **Business Day:** Unless otherwise specifically noted, all calendar days other than Saturdays, Sundays and days designated as national or State of Connecticut holidays.
- (m) **Expiration:** An end to the Contract due to the completion in full of the mutual performances of the parties or due to the Contract's term being completed.
- (n) **Information Systems:** As defined in Title 4d, Chapter 61 of the Connecticut General Statutes, and as it may be modified, the combination of data processing hardware and software in the collection, processing and distribution of data to and from interactive computer-based systems to meet informational needs.
- (o) **Invitation to Bid:** The document through which DAS solicits sealed competitive Bids for any, or all, Systems and associated services through particular Specifications. The Invitation to Bid shall include these Terms and Conditions, the Specifications and all such other documents that DAS deems it to be appropriate to include in the solicitation.
- (p) **Lowest Responsible Qualified Bidder:** As defined in Title 4a, Chapter 58 of the Connecticut General Statutes, and as it may be modified, the Bidder whose Bid is the lowest of those Bidders possessing the skill, ability and integrity necessary to faithful performance of the work based on objective criteria set forth in the Invitation to Bid and considering past performance and financial responsibility.
- (q) **Multiple Bids:** More than one Bid submitted in response to the same invitation to bid by the same bidder, whether on a separate bid form or attached to the initial bid form. Such bids are intended to be separate and distinct from each other and are meant to be evaluated as individual bids without reference to any other bid.
- (r) **Records:** All working papers and such other information and materials as may have been accumulated by the Contractor in performing the Contract, including but not limited to, documents, data, plans, books, computations, drawings, specifications, notes, reports, records, estimates, summaries and correspondence, kept or stored in any form.
- (s) **State:** The State of Connecticut.
- (t) **Systems:** Information Systems and Telecommunication Systems, or separately as the context may require.
- (u) **Systems Properties:** Records, source and object programs, documentation, specifications, modifications, designs, models, intellectual property rights, all ideas, concepts, know-how, expressions, and methodologies developed or initially conceived jointly or individually by the parties and the right to obtain and hold patents, copyrights, registrations and other similar protections.
- (v) **Telecommunication Systems:** As defined in Title 4d, Chapter 61 of the Connecticut General Statutes, and as it may be modified, the telephone equipment and transmission facilities, either alone or in combination with Information Systems, for the electronic distribution of all forms of information, including voice, data and images.
- (w) **Termination:** An end to the Contract effected pursuant to a right which the Contract creates, other than for a breach.

**STATE OF CONNECTICUT**  
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<b>AWARD NUMBER</b> 11PSX0212
<b>Purchasing Contact:</b> Elizabeth Basso, AFAO
<b>E-mail Address:</b> <a href="mailto:elizabeth.basso@ct.gov">elizabeth.basso@ct.gov</a>

**STANDARD BID/CONTRACT TERMS AND CONDITIONS**

2. **Bid Submission Process.** Bidders must submit Bids on and in accordance with DAS forms. DAS will not accept Telephone or facsimile Bids under any circumstances. The Invitation to Bid sets forth the time and date that DAS will open Bids. DAS will not consider Bids arriving after the specified time and date. Bidders must submit Bids in a sealed package to DAS at such address as the Invitation to Bid specifies.

The outside of sealed Bid package must clearly indicate the Invitation to Bid number as well as the date and time of the opening of the Bids. The name and address of the Bidder should appear in the upper left-hand corner of the Bid package. Bids may be submitted for all or any part of total quantities or for any or all agency requirements listed in the Invitation to Bid, unless otherwise specifically indicated.

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

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

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

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

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

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

total basis, in which case DAS shall consider the lower total price in making the award.

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

10. **Bid Opening.** DAS will open and read all Bids publicly, unless otherwise provided by law. Bidders may be present or be represented at all openings. After DAS makes the award, Bids are subject to public inspection by appointment during DAS's normal business hours. DAS will not prepare, discuss or communicate summaries of Bids in any way.

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

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

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

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

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<b>AWARD NUMBER</b> 11PSX0212
<b>Purchasing Contact:</b> Elizabeth Basso, AFAO
<b>E-mail Address:</b> <a href="mailto:elizabeth.basso@ct.gov">elizabeth.basso@ct.gov</a>

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

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

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

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

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

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

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

**22. Term.** Contracts will remain in force for the full period specified in the Invitation to Bid or until;

- a. Terminated or Cancelled in accordance with these Terms and Conditions; or
- b. Extended in accordance with section 4a-59a of the Connecticut General Statutes, upon written authorization of the CIO and acceptance by the contractor, to permit ordering of unordered balances or additional quantities at the contract price and in accordance with the contract terms.
- c. Expired.

**23. Assignment.** The Contractor shall not assign any of its rights or obligations under the Contract, voluntarily or otherwise, in any manner without the prior written consent of DAS . DAS may void any purported assignment in violation of this section and to declare the Contractor in breach of Contract. If the Contractor assigns its rights or obligations under the Contract without the consent of DAS , DAS may Cancel the Contract in accordance with the Termination, Cancellation and Expiration section of these Terms and Conditions, effective as of the assignment's occurrence or such other time as DAS specifies in the Cancellation notice. Any Cancellation is without prejudice to DAS 's rights or possible Claims.

**24. Termination, Cancellation and Expiration.**

- (a) Notwithstanding any provisions in the Invitation to Bid, including these Terms and Conditions, DAS 's Chief Information Officer ("CIO"), or the CIO's designee, may Terminate or Cancel the Contract whenever the CIO makes a written determination that such Termination or Cancellation is in the best interests of the State. DAS shall notify the Contractor in writing of Termination or Cancellation pursuant to this section, which notice shall specify the effective date of Termination or Cancellation and the extent to which the Contractor must complete performance under the Contract prior to such date.
- (b) The CIO shall send the notice of Termination or Cancellation via registered mail, return receipt requested, to the Contractor at the most current address which the Contractor has furnished to the State for purposes of correspondence, or by hand delivery. Upon receiving such notice from the State, the Contractor shall immediately discontinue all services and take all actions affected in accordance with the notice, undertake all commercially reasonable efforts to mitigate any losses or damages, and deliver to the State all Records. The Records are deemed to be the property of the State and the Contractor shall deliver them to DAS no later than thirty (30) days after the Termination, Cancellation or Expiration of the Contract or fifteen (15) days after the Contractor receives a written request from the State for the Records. The Contractor shall deliver those Records that exist in electronic, magnetic or other intangible form in a non-proprietary format, such as, but not limited to, ASCEE or .TXT.
- (c) Upon receipt of a written notice of Termination or Cancellation from the State, the Contractor shall cease operations as directed by the State in the notice, and take all actions that are necessary or appropriate, or that the State may reasonably direct, for the protection and preservation of the Systems, Systems Properties and any other property. Except for any work which DAS directs the Bidder to perform in the notice prior to the effective date of Termination or Cancellation, and except as otherwise provided in the notice, the Contractor shall terminate or conclude all existing subcontracts and purchase orders and shall not enter into any further subcontracts, purchase orders or commitments.

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- (d) In the case of any Termination or Cancellation, the State shall, within forty-five (45) days of the effective date of Termination or Cancellation, reimburse the Contractor for its performance rendered and accepted by the State in accordance with the compensation provisions of the Contract, in addition to all actual and reasonable costs incurred after Termination or Cancellation in completing those portions of the performance which the Contractor was required to complete by the notice. However, the Contractor is not entitled to receive and the State is not obligated to tender to the Contractor any payments for anticipated or lost profits. Upon request by the State, the Contractor shall assign to the State, or any replacement contractor which the State designates, all subcontracts, purchase orders and other commitments, deliver to the State all Records and other information pertaining to its performance, and remove from State premises, whether leased or owned, all such equipment, waste material and rubbish related to its performance as the State may request.
- (e) For breach or violation of any of the provisions in the section of these Terms and Conditions concerning Representations and
- (f) Warranties, the State may Cancel the Contract in accordance with its terms and revoke any consents to assignments given as if the assignments had never been requested or consented to, without liability to the Contractor or Contractor Parties or any third party.
- (g) Upon Termination, Cancellation or Expiration of the Contract, all rights and obligations shall be null and void, so that no party shall have any further rights or obligations to any other party, except with respect to the sections which survive Termination, Cancellation or Expiration of the Contract. All representations, warranties, agreements and rights of the parties under the Contract shall survive such Termination, Cancellation or Expiration to the extent not otherwise limited in the Contract and without each one of them having to be specifically mentioned in the Contract.
- (h) Termination or Cancellation of the Contract pursuant to this section shall not be deemed to be a breach of contract by the State.

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

as provided for in this section shall not deprive the State of the right to take such cash discount.

**26. Waiver.**

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

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

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

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

**30. Indemnification.**

- a. The Contractor shall indemnify, defend and hold harmless the State and its officers, representatives, agents, servants, employees, successors and assigns from and against any and all (1) Claims arising, directly or indirectly, in connection with

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

- b. The Contractor shall reimburse the State for any and all damages to the real or personal property of the State caused by the Acts of the Contractor or any Contractor Parties. The State shall give the Contractor reasonable notice of any such Claims.
- c. The Contractor's duties under this section shall remain fully in effect and binding in accordance with the terms and conditions of the Contract, without being lessened or compromised in any way, even where the Contractor is alleged or is found to have merely contributed in part to the Acts giving rise to the Claims and/or where the State is alleged or is found to have contributed to the Acts giving rise to the Claims.
- d. The Contractor shall carry and maintain at all times during the term of the Contract, and during the time that any provisions survive the term of the Contract, sufficient general liability insurance to satisfy its obligations under this section. The Contractor shall name the State as an additional insured on the policy.
- e. The rights provided in this section for the benefit of the State shall encompass the recovery of attorneys' and other professionals' fees expended in pursuing a Claim against a third party.

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

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

**32. Contractor Guaranties.** Contractor shall:

- a. Perform fully under the Contract, the Invitation to Bid and the Bid in accordance with their terms.
- b. Guarantee the Systems and, as applicable, Systems Properties, against defective material or workmanship and to repair any

damage or marring occasioned in transit or, at the State's option, replace them;

- c. Furnish adequate protection from damage for all work and to repair damage of any kind, for which its workers are responsible, to the premises, equipment Systems or System Properties, to the Contractor's work or that of Contractor Parties;
- d. With respect to the provision of services, pay for all permits, licenses and fees and give all required or appropriate notices;
- e. adhere to all contractual provisions ensuring the confidentiality of Records that the Contractor has access to and are exempt from disclosure under the State's Freedom of Information Act or other applicable law; and
- f. Neither disclaim, exclude nor modify the implied warranties of fitness for a particular purpose or of merchantability.

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

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

**34. Delivery.**

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

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

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

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

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

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

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

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

- (a) if they are entities, they are duly and validly existing under the laws of its state of organization and authorized to conduct business in the State of Connecticut in the manner contemplated by the Contract. Further, as appropriate, they have taken all necessary action to authorize the execution, delivery and performance of the Bid and the Contract and have the power and authority to execute, deliver and perform their obligations under the Contract;
- (b) they will comply with all applicable State and Federal laws and municipal ordinances in satisfying their obligations to the State under and pursuant to the Contract, including, but not limited to (1) Connecticut General Statutes Title 1, Chapter 10, concerning the State's Codes of Ethics and (2) Titles 4a and 4d concerning State purchasing, including, but not limited to Sections 4a-60 and 4a-60a, concerning nondiscrimination, 22a-194a concerning the use of polystyrene foam, 4d-32 concerning subcontracts, 4d-34 concerning ownership rights and integrity of public records, 4d-35 concerning applicability of the Connecticut Freedom of Information Act, 4d-36 concerning nondisclosure of public records, 4d-37 concerning prohibition on selling, marketing or

profiting from public records and 4d-38 concerning notice to DAS for violation of certain laws.

- (c) the execution, delivery and performance of the Contract will not violate, be in conflict with, result in a breach of or constitute (with or without due notice and/or lapse of time) a default under any of the following, as applicable: (1) any provision of law, (2) any order of any court or any Agencies; or (3) any indenture, agreement, document or other instrument to which it is a party or by which it may be bound;
- (d) they are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal or state department or agency;
- (e) as applicable, they have not, within the three years preceding the Contract, in any of their current or former jobs, been convicted of, or had a civil judgment rendered against them or against any person who would perform under the Contract, for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, state or local) transaction or contract. This includes, but is not limited to, violation of Federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
- (f) they are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, state or local) with commission of any of the offenses listed above;
- (g) they have not within the three years preceding the Contract had one or more public transactions (Federal, state or local) cancelled for cause or breach;
- (h) they have not employed or retained any entity or person, other than a bona fide employee working solely for them, to solicit or secure the Contract and that they have not paid or agreed to pay any entity or person, other than a bona fide employee working solely for them, any fee, commission, percentage, brokerage fee, gifts, or any other consideration contingent upon or resulting from the award or making of the Contract or any assignments made in accordance with the terms of the Contract;
- (i) to the best of their knowledge, there are no Claims involving the Bidder, Bidder Parties, Contractor or Contractor Parties that might reasonably be expected to materially adversely affect their businesses, operations, assets, properties, financial stability, business prospects or ability to perform fully under the Contract;
- (j) they shall disclose annually on the anniversary date of the effective date of the Contract, any and all Claims involving the Contractor or Contractor Parties that might reasonably be expected to materially adversely affect their businesses, operations, assets, properties, financial stability, business prospects or ability to perform fully under the Contract;
- (k) its participation in the Invitation to Bid process is not a conflict of interest or a breach of ethics under the provisions of Title 1, Chapter 10 of the Connecticut General Statutes concerning the State code of ethics;
- (l) the Bid is not made in connection or concert with any other person, entity or Bidder, including any affiliate of the Bidder, submitting a Bid for the same Systems, and is in all respects fair and without collusion or fraud;

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- (m) it has not participated in any communications concerning the Invitation to Bid with any person or entity who submits a Bid, including, but not limited to, any manufacturers and/or dealers;
  - (n) it is able to perform under the Contract using its own resources or the resources of a party who is not a Bidder;
  - (o) each Systems or each developed, modified or remediated Systems delivered under the Contract shall: (1) accurately assess, present or process date and time data (including, but not limited to, management, manipulation, processing, comparing, sequencing and other use of date data, including single and multi-century formulae and leap years) from, into and between the twentieth and twenty-first centuries, and the years 1999 and 2000 and leap year calculations; (2) properly exchange date and time data when used in combination with other Systems; and (3) perform as a System, if so stipulated in the Contract;
  - (p) it shall obtain in a written contract all of the representations and warranties in this section from any subcontractor that it contracts with in connection with the Contract and to require that provision to be included in any lower tier subcontracts and purchase orders;
  - (q) it has paid all applicable workers' compensation second injury fund assessments concerning all previous work done in Connecticut;
  - (r) it has a record of compliance with Occupational Health and Safety Administration regulations without any unabated, willful or serious violations;
  - (s) it owes no unemployment compensation contributions;
  - (t) it is not delinquent in the payment of any taxes owed, or that it has filed a sales tax security bond, and it has, if and as applicable, filed for motor carrier road tax stickers and has paid all outstanding road taxes; all of its vehicles have current registrations and, unless such vehicles are no longer in service, it shall not allow any such registrations to lapse;
  - (U) each Contractor Party or Bidder Party has vested in the Contractor and Bidder plenary authority to bind them to the extent necessary or appropriate in any agreement with the State in accordance with these representations and warranties and that they shall also provide, no later than fifteen (days) days after receiving a request from DAS , such information as DAS may require to evidence, in the State's sole determination, compliance with this section;
  - (v) it shall afford the State the lowest rates available for the Systems and any associated services and shall provide an annual written statement that it has complied with such representation and warranty;
  - (w) except to the extent modified or abrogated in the Specifications, all ownership, title, licenses, rights and interest (including, but not limited to, perpetual use) (collectively, "Title") of and to the Systems and Systems Properties shall pass to the State upon complete installation, testing and acceptance of the Systems and associated services and payment by the State;
  - (x) if either party Terminates or Cancels the Contract, for any reason, the Contractor shall relinquish to the State all Title to the Systems and Systems Properties delivered, accepted and paid for (except to the extent any invoiced amount is disputed) by the State;
  - (y) with regard to third party products provided with the Systems, and Systems Properties, the Contractor shall transfer all licenses which it is permitted to transfer in accordance with the applicable third party license;
  - (z) the Contractor shall not copyright, register, distribute or claim any rights in or to the Systems and Systems Properties after the effective date of the Contract without DAS 's prior written consent;
  - (aa) it either owns or has the authority to use all Title of and to the Systems, Systems Properties and that such Title is not the subject of any encumbrances, liens or claims of ownership by any third party;
  - (bb) the Systems and Systems Properties do not infringe or misappropriate any patent, trade secret or other intellectual property right of a third Party;
  - (cc) the State's use of any Systems and Systems Properties shall not infringe or misappropriate any patent, trade secret or other intellectual property right of a third Party;
  - (dd) if the Contractor procures any Systems, Systems Properties Rights, the Contractor shall sub-license such Systems, Systems Properties and that the State shall be afforded the full benefits of any manufacturer or subcontractor licenses for the use of the Systems and Systems Properties;
  - (ee) the Contractor shall disclose to DAS all software license and software escrow agreements that it has with any manufacturers or Contractor Parties; and
  - (ff) the Contractor shall assign or otherwise transfer to DAS , or afford DAS the full benefits of any manufacturer's warranty for the Systems, Systems Properties and All IP Rights, to the extent that such warranties are assignable or otherwise transferable to DAS .
- 42. Disclosure of Contractor Parties Litigation.** The Contractor shall require that all Contractor Parties, as appropriate, disclose to the Contractor annually on the anniversary date of the effective date of the Contract, to the best of their knowledge, any Claims involving the Contractor Parties that might reasonably be expected to materially adversely affect their businesses, operations, assets, properties, financial stability, business prospects or ability to perform fully under the Contract. The Contractor shall provide such information to DAS no later than ten (10) days after the Contractor receives such information. Disclosure shall be in writing.
- 43. Bidder Communications with State.** The only Agency with which Bidders may communicate concerning the Invitation to Bid and their Bid is DAS . They may not contact the requesting Agency or any of its employees unless the Bidder has received prior written approval from DAS . Any alleged oral agreement or arrangement made by a Bidder or Contractor with any Agency or any of its employees shall not bind DAS or the State.
- 44. Entirety of Contract.** The Contract is the entire agreement between the parties with respect to the its subject matter, and supersedes all prior agreements, proposals, offers, counteroffers and understandings of the parties, whether written or oral. No alteration, modification or interpretation of the Contract shall be valid or binding unless in writing and signed by both parties. The Contract has been entered into after full investigation, neither party relying upon any statement or representation by the other unless such statement or representation is specifically embodied in the Contract.
- 45. Price Reduction.** The parties may agree to a reduction in the Bid price for any part or all of the System and/or associated services after the Contractor begins to perform.
- 46. Executive Orders.** The Contract is subject to the provisions of Executive Order No. Three of Governor Thomas J. Meskill, promulgated June 16, 1971, concerning labor employment practices, Executive Order No. Seventeen of Governor Thomas J. Meskill, promulgated February 15, 1973, concerning the listing of employment openings and Executive Order No. Sixteen of Governor

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<b>Purchasing Contact:</b> Elizabeth Basso, AF&O
<b>E-mail Address:</b> <a href="mailto:elizabeth.basso@ct.gov">elizabeth.basso@ct.gov</a>

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John G. Rowland promulgated August 4, 1999, concerning violence in the workplace, all of which are incorporated into and are made a part of the Contract as if they had been fully set forth in it. At the Contractor's request, the Client Agency shall provide a copy of these orders to the Contractor. The Contract may also be subject to Executive Order No. 7C of Governor M. Jodi Rell, promulgated July 13, 2006, concerning contracting reforms, Executive Order No. 14 of Governor M. Jodi Rell, promulgated April 17, 2006, concerning procurement of cleaning products and services, Executive Order No. 19 of Governor M. Jodi Rell, promulgated June 19, 2008 concerning use of System Development Methodologies in accordance with their respective terms and conditions.

**47. Non-discrimination.** References in this section to "contract" shall mean this Contract and references to "contractor" shall mean the Contractor.

The following subsections are set forth here as required by section 4a-60 of the Connecticut General Statutes:

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

If the contract is a public works contract, the contractor agrees and warrants that he will make good faith efforts to employ minority business enterprises as subcontractors and suppliers of materials on such public works project.

"Minority business enterprise" means any small contractor or supplier of materials fifty-one per cent or more of the capital stock, if any, or assets of which is owned by a person or persons: (1) Who are active in the daily affairs of the enterprise, (2) who have the power to direct the management and policies of the enterprise and (3) who are members of a minority, as such term is defined in subsection (a) of

section 32-9n; and "good faith" means that degree of diligence which a reasonable person would exercise in the performance of legal duties and obligations. "Good faith efforts" shall include, but not be limited to, those reasonable initial efforts necessary to comply with statutory or regulatory requirements and additional or substituted efforts when it is determined that such initial efforts will not be sufficient to comply with such requirements.

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.

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

The following subsections are set forth here as required by section 4a-60a of the Connecticut General Statutes:

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

The contractor shall include the provisions of section (g) above in every subcontract or purchase order entered into in order to fulfill any obligation of a contract with the state and such provisions shall be binding on a subcontractor, vendor or manufacturer unless exempted by regulations or orders of the commission. The contractor shall take such action with respect to any such subcontract or purchase order as the commission may direct as a means of enforcing such provisions including sanctions for

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noncompliance in accordance with section 46a-56; provided, if such contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the commission, the contractor may request the state of Connecticut to enter into any such litigation or negotiation prior thereto to protect the interests of the state and the state may so enter.

For the purposes of this entire Non-Discrimination section, "contract" includes any extension or modification of the contract, "contractor" includes any successors or assigns of the contractor, "Gender identity or expression" means a person's gender-related identity, appearance or behavior, whether or not that gender-related identity, appearance or behavior is different from that traditionally associated with the person's physiology or assigned sex at birth, which gender-related identity can be shown by providing evidence including, but not limited to, medical history, care or treatment of the gender-related identity, consistent and uniform assertion of the gender-related identity or any other evidence that the gender-related identity is sincerely held, part of a person's core identity or not being asserted for an improper purpose, "marital status" means being single, married as recognized by the state of Connecticut, widowed, separated or divorced, and "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. For the purposes of this section, "contract" does 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).

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

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

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

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

**52. Contractor Changes.** The Contractor shall notify DAS in writing of any change in its certificate of incorporation, a change in more than a controlling interest in the ownership of the Contractor or a change in the individual(s) in charge of the performance to be completed under the Contract. This change shall not relieve the Contractor of any responsibility for the accuracy and completeness of the performance. DAS, after receiving written notice by the Contractor of any such change, may require such agreements, releases and other instruments evidencing, to DAS's satisfaction, that any individuals retiring or otherwise separating from the Contractor have been compensated in full or that provision has been made for compensation in full, for all work performed under terms of the Contract. The Contractor shall deliver such documents to DAS in accordance with the terms of DAS's written request. DAS may also require, and the Contractor shall deliver, a financial statement showing that solvency of the Contractor is maintained. The death of any Contractor Party, as applicable, shall not release the Contractor from the obligation to perform under the Contract; the surviving Contractor Parties, as appropriate, must continue to perform under the Contract until it is fully performed.

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

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

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

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

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

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

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

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

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

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

**62. Interpretation.** The Contract contains numerous references to statutes and regulations. For purposes of interpretation, conflict resolution and otherwise, the content of those statutes and regulations

shall govern over the content of the reference in the Contract to those statutes and regulations.

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

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

**64. Disclosure of Records.** The Contract may be subject to the provisions of §1-218 of the Connecticut General Statutes. In accordance with this section, each contract in excess of two million five hundred thousand dollars between a public agency and a person for the performance of a governmental function shall (1) provide that the public agency is entitled to receive a copy of records and files related to the performance of the governmental function, and (2) indicate that such records and files are subject to the Freedom of Information Act and may be disclosed by the public agency pursuant to the Freedom of Information Act. No request to inspect or copy such records or files shall be valid unless the request is made to the public agency in accordance with the Freedom of Information Act. Any complaint by a person who is denied the right to inspect or copy such records or files shall be brought to the Freedom of Information Commission in accordance with the provisions of sections 1-205 and 1-206 of the Connecticut General Statutes.

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

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

(1) The chief official of the vendor awarded a contract described in subsection (a) of this section or the individual awarded such contract who is authorized to execute such contract, shall attest in an affidavit as to whether any consulting agreement has been entered into in connection with such contract. Such affidavit shall be required if any duties of the consultant included communications concerning business of such state agency, whether or not direct contact with a state agency, state or public official or state employee

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

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

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

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

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

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

**69. Continuity of Systems.** (a) The Contractor acknowledges that the state agency information system and telecommunication system facilities and equipment (the "Systems") and associated services are important to the function of State government and that they must continue without interruption. If the work under the Contract, any subcontract, or amendment to either, is transferred back to the State or to another contractor at any time for any reason, then the Contractor shall cooperate fully with the State, and do and perform all acts and

things that DAS deems to be necessary or appropriate, to ensure continuity of the Systems and services so that there is no disruption or interruption in performance as required or permitted in the Contract. The Contractor shall not enter into any subcontract for any part of the performance under the Contract without prior written approval of such subcontract by DAS, as required by Conn. Gen. Stat. §4d-32. The Contractor shall include in such subcontract a provision containing all of the substantive terms and conditions of this section, such that the subcontractor will be obligated to DAS in the same way as the Contractor is obligated to DAS under this section. The Contractor shall make a full and complete disclosure of and delivery to DAS or its representatives of all Records and "Public Records," as that term is defined in Conn. Gen. Stat. §4d-33, as it may be amended, in whatever form they exist or are stored and maintained and wherever located, directly or indirectly, concerning the Contract.

(b) The parties shall follow the following procedures in order to ensure the orderly transfer to the State of:

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

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

(3) all Public Records, as defined in Conn. Gen. Stat. §4d-33, which the Contractor or Contractor Parties possess or create pursuant to the Contract, subcontract or amendment— Unless a shorter period is necessary or appropriate to ensure compliance with subsection (a) above, in which case that shorter period shall apply, the Contractor shall deliver to the State, F.O.B. East Hartford, Connecticut or other State location which DAS identifies, all Records and Public Records created or modified pursuant to the Contract, subcontract or amendment no later than the latter of (1) the time specified in the section in this Contract concerning Termination for the return of Records and (2) 10 days from the date that the work under the Contract is transferred back to the State or to another contractor for

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<b>AWARD NUMBER</b> 11PSX0212
<b>Purchasing Contact:</b> Elizabeth Basso, AFAO
<b>E-mail Address:</b> <a href="mailto:elizabeth.basso@ct.gov">elizabeth.basso@ct.gov</a>

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any reason. The Contractor shall deliver to the State those Records and Public Records that exist in electronic, magnetic or other intangible form in a non-proprietary format, such as, but not limited to, ASCII or .TXT. The Contractor shall deliver to the State, during the State's business hours, those Records and Public Records and a list of all applicable passwords and security codes, all in appropriately protective packaging to ensure delivery without damage.

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

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

**71. Conn. Gen. Stat. Sec. 4-252(e).**

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

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

(b) No state agency or quasi-public agency shall execute a large state contract unless the state agency or quasi-public agency obtains the written certifications described in this section. Each such certification shall be sworn as true to the best knowledge and belief of the person signing the certification, subject to the penalties of false statement.

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

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

(2) That no such principals and key personnel of the person, firm or corporation, or agent of such person, firm or corporation or principals and key personnel, knows of any action by the person, firm or corporation to circumvent such prohibition on gifts by providing for any

other principals and key personnel, official, employee or agent of the person, firm or corporation to provide a gift to any such public official or state employee; and

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

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

(e) The date that the state agency or quasi-public agency began planning the project, services procurement, lease or licensing arrangement to be covered by the contract is 1/1/11.

**72. Encryption of Confidential Data**

Contractor, at its own expense, shall keep and maintain in an encrypted state any and all electronically stored data now or hereafter in its possession or control located on non-state owned or managed devices that the State, in accordance with its existing state policies, classifies as confidential or restricted. The method of encryption shall be compliant with the State of Connecticut Enterprise Wide Technical Architecture (EWTA). This shall be Contractor's continuing obligation for compliance with the EWTA standard as it may be amended or supplemented from time to time.

In the event of a breach of security or loss of State of Connecticut data, the Contractor shall notify the state agency which owns the data, the Connecticut Department of Administrative Services and the Connecticut Office of the Attorney General as soon as practical but no later than 24 hours after the Contractor discovers or has reason to believe that a breach or loss as occurred or that such data has been compromised through breach or loss.

**73. Health Insurance Portability and Accountability Act of 1996 ("HIPAA").**

(a) If the Contractor is a Business Associate under the requirements of the Health Insurance Portability and Accountability Act of 1996 ("HIPAA"), the Contractor must comply with all terms and conditions of this Section of the Contract. If the Contractor is not a Business Associate under HIPAA, this Section of the Contract does not apply to the Contractor for this Contract.

(b) The Contractor is required to safeguard the use, publication and disclosure of information on all applicants for, and all clients who receive, services under the Contract in accordance with all applicable federal and state law regarding confidentiality, which includes but is not limited to HIPAA, more specifically with the Privacy and Security Rules at 45 C.F.R. Part 160 and Part 164, subparts A, C, and E; and

(c) The State of Connecticut Agency named on page 1 of this Contract (hereinafter the "Department") is a "covered entity" as that term is defined in 45 C.F.R. § 160.103; and

(d) The Contractor, on behalf of the Department, performs functions that involve the use or disclosure of "individually identifiable health information," as that term is defined in 45 C.F.R. § 160.103; and

(e) The Contractor is a "business associate" of the Department, as that term is defined in 45 C.F.R. § 160.103; and

(f) The Contractor and the Department agree to the following in order to secure compliance with the HIPAA, the requirements of Subtitle D of the Health Information Technology for Economic and Clinical Health Act (hereinafter the HITECH Act),

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**www.das.ct.gov**

<b>AWARD NUMBER</b> 11PSX0212
<b>Purchasing Contact:</b> Elizabeth Basso, AFAO
<b>E-mail Address:</b> elizabeth.basso@ct.gov

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(Pub. L. 111-5, sections 13400 to 13423), and more specifically with the Privacy and Security Rules at 45 C.F.R. Part 160 and Part 164, subparts A, C, and E.

(g) Definitions

- (1) "Breach" shall have the same meaning as the term is defined in section 13400 of the HITECH Act (42 U.S.C. §17921(1))
- (2) "Business Associate" shall mean the Contractor.
- (3) "Covered Entity" shall mean the Department of the State of Connecticut named on page 1 of this Contract.
- (4) "Designated Record Set" shall have the same meaning as the term "designated record set" in 45 C.F.R. § 164.501.
- (5) "Electronic Health Record" shall have the same meaning as the term is defined in section 13400 of the HITECH Act (42 U.S.C. §17921(5))
- (6) "Individual" shall have the same meaning as the term "individual" in 45 C.F.R. § 160.103 and shall include a person who qualifies as a personal representative as defined in 45 C.F.R. § 164.502(g).
- (7) "Privacy Rule" shall mean the Standards for Privacy of Individually Identifiable Health Information at 45 C.F.R. part 160 and parts 164, subparts A and E.
- (8) "Protected Health Information" or "PHI" shall have the same meaning as the term "protected health information" in 45 C.F.R. § 160.103, limited to information created or received by the Business Associate from or on behalf of the Covered Entity.
- (9) "Required by Law" shall have the same meaning as the term "required by law" in 45 C.F.R. § 164.103.
- (10) "Secretary" shall mean the Secretary of the Department of Health and Human Services or his' designee.
- (11) "More stringent" shall have the same meaning as the term "more stringent" in 45 C.F.R. § 160.202.
- (12) "This Section of the Contract" refers to the HIPAA Provisions stated herein, in their entirety.
- (13) "Security Incident" shall have the same meaning as the term "security incident" in 45 C.F.R. § 164.304.
- (14) "Security Rule" shall mean the Security Standards for the Protection of Electronic Protected Health Information at 45 C.F.R. part 160 and parts 164, subpart A and C.
- (15) "Unsecured protected health information" shall have the same meaning as the term as defined in section 13402(h)(1)(A) of HITECH. Act. (42 U.S.C. 17932(h)(1)(A)).

(h) Obligations and Activities of Business Associates.

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

Associate of a use or disclosure of PHI by Business Associate in violation of this Section of the Contract.

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

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security that are applicable to the Covered Entity and with the requirements of 45 C.F.R. sections 164.504(e), 164.308, 164.310, 164.312, and 164.316.

- (14) In the event that an individual requests that the Business Associate (a) restrict disclosures of PHI; (b) provide an accounting of disclosures of the individual's PHI; or (c) provide a copy of the individual's PHI in an electronic health record, the Business Associate agrees to notify the covered entity, in writing, within two business days of the request.

(15) Business Associate agrees that it shall not, directly or indirectly, receive any remuneration in exchange for PHI of an individual without (1) the written approval of the covered entity, unless receipt of remuneration in exchange for PHI is expressly authorized by this Contract and (2) the valid authorization of the individual, except for the purposes provided under section 13405(d)(2) of the HITECH Act, (42 U.S.C. § 17935(d)(2)) and in any accompanying regulations

**(16) Obligations in the Event of a Breach**

The Business Associate agrees that, following the discovery of a breach of unsecured protected health information, it shall notify the Covered Entity of such breach in accordance with the requirements of section 13402 of HITECH (42 U.S.C. 17932(b) and the provisions of this Section of the Contract.

Such notification shall be provided by the Business Associate to the Covered Entity without unreasonable delay, and in no case later than 30 days after the breach is discovered by the Business Associate, except as otherwise instructed in writing by a law enforcement official pursuant to section 13402 (g) of HITECH (42 U.S.C. 17932(g)). A breach is considered discovered as of the first day on which it is, or reasonably should have been, known to the Business Associate. The notification shall include the identification and last known address, phone number and email address of each individual (or the next of kin of the individual if the individual is deceased) whose unsecured protected health information has been, or is reasonably believed by the Business Associate to have been, accessed, acquired, or disclosed during such breach.

The Business Associate agrees to include in the notification to the Covered Entity at least the following information:

A brief description of what happened, including the date of the breach and the date of the discovery of the breach, if known.

A description of the types of unsecured protected health information that were involved in the breach (such as full name, Social Security number, date of birth, home address, account number, or disability code).

The steps the Business Associate recommends that individuals take to protect themselves from potential harm resulting from the breach.

A detailed description of what the Business Associate is doing to investigate the breach, to mitigate losses, and to protect against any further breaches.

Whether a law enforcement official has advised either verbally or in writing the Business Associate that he or she has determined that notification or notice to individuals or the posting required under section 13402 of the HITECH Act would impede a criminal investigation or cause damage to national security and; if so, include contact information for said official.

Business Associate agrees to provide appropriate staffing and have established procedures to ensure that individuals informed by the Covered Entity of a breach by the Business Associate have the opportunity to ask questions and contact the Business Associate for additional information regarding the breach. Such procedures shall include a toll-free telephone number, an e-mail address, a posting on its Web site and a postal address. Business Associate agrees to include in the notification of a breach by the Business Associate to the

Covered Entity, a written description of the procedures that have been established to meet these requirements. Costs of such contact procedures will be borne by the Contractor.

Business Associate agrees that, in the event of a breach, it has the burden to demonstrate that it has complied with all notifications requirements set forth above, including evidence demonstrating the necessity of a delay in notification to the Covered Entity.

**(i) Permitted Uses and Disclosure by Business Associate.**

(1) General Use and Disclosure Provisions Except as otherwise limited in this Section of the Contract, Business Associate may use or disclose PHI to perform functions, activities, or services for, or on behalf of, Covered Entity as specified in this Contract, provided that such use or disclosure would not violate the Privacy Rule if done by Covered Entity or the minimum necessary policies and procedures of the Covered Entity.

**(2) Specific Use and Disclosure Provisions**

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

(B) Except as otherwise limited in this Section of the Contract, Business Associate may disclose PHI for the proper management and administration of Business Associate, provided that disclosures are Required by Law, or Business Associate obtains reasonable assurances from the person to whom the information is disclosed that it will remain confidential and used or further disclosed only as Required by Law or for the purpose for which it was disclosed to the person, and the person notifies Business Associate of any instances of which it is aware in which the confidentiality of the information has been breached.

(C) Except as otherwise limited in this Section of the Contract, Business Associate may use PHI to provide Data Aggregation services to Covered Entity as permitted by 45 C.F.R. § 164.504(e)(2)(i)(B).

**(j) Obligations of Covered Entity.**

(1) Covered Entity shall notify Business Associate of any limitations in its notice of privacy practices of Covered Entity, in accordance with 45 C.F.R. § 164.520, or to the extent that such limitation may affect Business Associate's use or disclosure of PHI.

(2) Covered Entity shall notify Business Associate of any changes in, or revocation of, permission by Individual to use or disclose PHI, to the extent that such changes may affect Business Associate's use or disclosure of PHI.

(3) Covered Entity shall notify Business Associate of any restriction to the use or disclosure of PHI that Covered Entity has agreed to in accordance with 45 C.F.R. § 164.522, to the extent that such restriction may affect Business Associate's use or disclosure of PHI.

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

**(l) Term and Termination.**

(1) Term. The Term of this Section of the Contract shall be effective as of the date the Contract is effective and shall terminate when the information collected in accordance with clause h. (10) of this Section of the Contract is provided to the Covered Entity and all of the PHI provided by Covered Entity to Business Associate, or created or received by Business Associate on behalf of Covered Entity, is destroyed or returned to Covered Entity, or, if it is infeasible to return or destroy PHI, protections are extended to such

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information, in accordance with the termination provisions in this Section.

(2) Termination for Cause Upon Covered Entity's knowledge of a material breach by Business Associate, Covered Entity shall either:

(A) Provide an opportunity for Business Associate to cure the breach or end the violation and terminate the Contract if Business Associate does not cure the breach or end the violation within the time specified by the Covered Entity; or

(B) Immediately terminate the Contract if Business Associate has breached a material term of this Section of the Contract and cure is not possible; or

(C) If neither termination nor cure is feasible, Covered Entity shall report the violation to the Secretary.

(3) Effect of Termination

(A) Except as provided in (1)(2) of this Section of the Contract, upon termination of this Contract, for any reason, Business Associate shall return or destroy all PHI received from Covered Entity, or created or received by Business Associate on behalf of Covered Entity. Business Associate shall also provide the information collected in accordance with clause h. (10) of this Section of the Contract to the Covered Entity within ten business days of the notice of termination. This provision shall apply to PHI that is in the possession of subcontractors or agents of Business Associate. Business Associate shall retain no copies of the PHI.

(B) In the event that Business Associate determines that returning or destroying the PHI is infeasible, Business Associate shall provide to Covered Entity notification of the conditions that make return or destruction infeasible. Upon documentation by Business Associate that return or destruction of PHI is infeasible, Business Associate shall extend the protections of this Section of the Contract to such PHI and limit further uses and disclosures of PHI to those purposes that make return or destruction infeasible, for as long as Business Associate maintains such PHI. Infeasibility of the return or destruction of PHI includes, but is not limited to, requirements under state or federal law that the Business Associate maintains or preserves the PHI or copies thereof.

(m) Miscellaneous Provisions.

(1) Regulatory References. A reference in this Section of the Contract to a section in the Privacy Rule means the section as in effect or as amended.

(2) Amendment. The Parties agree to take such action as is necessary to amend this Section of the Contract from time to time as is necessary for Covered Entity to comply with requirements of the Privacy Rule and the Health Insurance Portability and Accountability Act of 1996, Pub. L. No. 104-191.

(3) Survival. The respective rights and obligations of Business Associate shall survive the termination of this Contract.

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

(5) Construction. This Section of the Contract shall be construed as broadly as necessary to implement and comply with the Privacy Standard. Any ambiguity in this Section of the Contract shall be resolved in favor of a meaning that complies, and is consistent with, the Privacy Standard.

(6) Disclaimer. Covered Entity makes no warranty or representation that compliance with this Section of the Contract will be adequate or satisfactory for Business Associate's own purposes. Covered Entity shall not be liable to Business Associate for any claim, civil or criminal penalty, loss or damage related to or arising from the unauthorized use or disclosure of PHI by Business Associate or any of its officers, directors, employees, contractors or agents, or any third party to whom Business Associate has disclosed PHI contrary to the

provisions of this Contract or applicable law. Business Associate is solely responsible for all decisions made, and actions taken, by Business Associate regarding the safeguarding, use and disclosure of PHI within its possession, custody or control.

(7) Indemnification. The Business Associate shall indemnify and hold the Covered Entity harmless from and against any and all claims, liabilities, judgments, fines, assessments, penalties, awards and any statutory damages that may be imposed or assessed pursuant to HIPAA, as amended or the HITECH Act, including, without limitation, attorney's fees, expert witness fees, costs of investigation, litigation or dispute resolution, and costs awarded thereunder, relating to or arising out of any violation by the Business Associate and its agents, including subcontractors, of any obligation of Business Associate and its agents, including subcontractors, under this section of the contract, under HIPAA, the HITECH Act, the Privacy Rule and the Security Rule.

AGREEMENT OF ASSIGNMENT AND ASSUMPTION  
AND CONSENT

THE AGREEMENT OF ASSIGNMENT AND ASSUMPTION AND CONSENT ("Assignment and Consent") is made as of this 25 day of April 2012 (the "Effective Date") by and between the State of Connecticut Office of Policy and Management ("Assignor"), The Connecticut Health Insurance Exchange ("Assignee") and Mintz & Hoke, Inc. ("Contractor").

WITNESSETH:

WHEREAS, Assignor entered into a certain Purchase Order # 0000010156 on January 6, 2012 (the "P.O.") with Contractor for marketing/public relations services for the Assignee.

WHEREAS, Assignor seeks to assign all of Assignor's right, title and interest in and to the P.O. to Assignee, and Assignee agrees to accept such assignment of the P.O. subject to the conditions hereinafter set forth.

WHEREAS, the purpose of this Agreement is to evidence the full and complete assignment of the P.O. to, and the assumption of the P.O. by, Assignee as successor to Assignor, all at the consent of the Contractor.

NOW THEREFORE, for valuable consideration, the receipt and sufficient of which is hereby acknowledged, and intending to be legally bound, the parties hereto, for themselves and their respective heirs, legal representatives, successors and assigns, hereby agree as follows:

1. Assignment of P.O. Assignor hereby assigns, transfers, sets over and delivers to Assignee, its successors and assigns, all of Assignor's right and interest in and to the P.O., to have and to hold the same unto Assignee, its successors and assigns.
2. Assumption of P.O. Assignee, for itself, its successors and assigns, hereby accepts the foregoing assignment, assumes the performance and observance of all the burdens, covenants, and obligations to be performed and/or observed by Assignor under the P.O. accruing on or after the effective date herein and agrees to be bound by all of the terms and conditions of the P.O.
3. Consent. Contractor hereby consents to the assignment and the assumption of the P.O. pursuant to Sections 1 and 2 above.
4. Novation. In accordance with the foregoing, the Assignor is fully and completely relieved from any and all obligations under the P.O. by reason of this Assignment and Assumption and Consent.
5. Binding Agreement. This Assignment shall be binding upon, and shall inure to the benefit of, the parties hereto.

6. Adjustments. Any expense items under or relating to the P.O. shall be adjusted as between Assignor and Assignee (for account of the Contractor) in accordance with customary and industry standard practices.

7. Estoppel. Each of Contractor and Assignor, severally and not jointly, represents that there has been no amendment of the P.O. and the same remains in full force and effect in accordance with its terms.

8. Entire Agreement. This Assignment embodies the entire agreement and understanding of the parties hereto with respect to the subject matter hereof and supersedes all prior and contemporaneous agreements and understandings, oral or written, relating to said subject matter.

9. Modification. This Assignment may not be amended or modified in any manner except by a written agreement executed by each of the parties hereto.

10. Construction of Agreement. This Assignment shall not be construed more strictly against one party than against the other, merely by virtue of the fact that it may have been prepared primarily by counsel for one of the parties, it being recognized that both Assignor and Assignee have contributed substantially and materially to the preparation of this Assignment.

11. Severability. If any provision of this Assignment is held to be invalid or unenforceable, then, to the extent that such invalidity or unenforceability shall not deprive either party of any material benefit intended to be provided by this Assignment, the remaining provisions of this Assignment shall remain in full force and effect and shall be binding upon the parties hereto.

12. Captions. The captions of this Assignment are for convenience of reference only and do not in any way limit or amplify the terms hereof.

13. Miscellaneous.

a. This Agreement shall be binding upon the parties and shall inure to the benefit of the parties hereto and their respective successors and assigns.

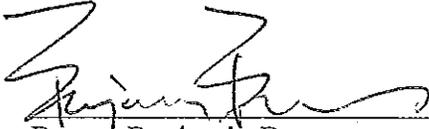
b. The validity, construction and enforceability of this Agreement shall be governed in all respects by the laws of the State of Connecticut, without regard to its conflict of laws rules.

c. Assignee and Contractor acknowledge that the Assignor reserves all immunities and defenses arising out of its sovereign status, including the Constitution of the State of Connecticut and the 11<sup>th</sup> Amendment of the United States Constitution, and that no waiver of any such immunities or defenses shall be implied or otherwise deemed to exist by reason of it directing and consenting to the assignment.

14. Counterparts. This Assignment may be executed in any number of counterparts, each of which when so executed and delivered in original form or by facsimile shall be deemed an original, but all of which shall together constitute one and the same agreement.

IN WITNESS WHEREOF the parties have executed this Agreement by their duly authorized representatives as of the day and year first above written.

ASSIGNOR: State of Connecticut Office of Policy and Management



By: Benjamin Barnes  
Title: Secretary

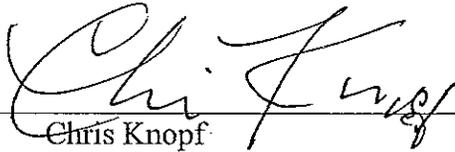
ASSIGNEE: The Connecticut Health Insurance Exchange



By: Theresa Cintron  
Title: Acting Chief Executive Officer

CONSENT

CONTRACTOR  
Mintz & Hoke, Inc.



By: Chris Knopf  
Its: CEO

## PURCHASE ORDER

Contract Award No. 08PSX0068 (Media, Marketing, Advertising and Public Relation Services)

WHEREAS, after a competitive Request for Qualification ("RFQ") process, Mintz and Hoke ("M&H") was selected by the Connecticut Health Insurance Exchange (the "Exchange") from an existing State of Connecticut Department of Administrative Services Contract Award No. 08PSX0068 (Media, Marketing, Advertising and Public Relation Services) (herein "Contract Award") to assist the Exchange in developing a comprehensive strategic marketing and communications campaign to effectively define, reach and engage our consumer and stakeholder partners in Connecticut and to ensure a customer-centric model that generates a cultural shift in approach for outreach and engagement;

WHEREAS, the Contract Award has a very broad description of scope and services (Contract Award Exhibit A – Description of Goods and Services) that may be provided by prequalified contractors under such Contract Award, and now the Exchange and M&H seek to clarify the actual scope of work by specifying in greater detail the actual work to be performed by M&H under this Purchase Order and a time schedule for such work;

WHEREAS, M&H has been tasked to provide several different phases of work for the Exchange which shall include Phase I: Market Exploration, Focus Fast Sessions, Strategic Development and Initial Creative Concepts; Phase II: Planning/Development; Phase III: Initial Implementation; and Phase IV: On-Going Implementation/evaluation;

WHEREAS, the Exchange currently only has federal funding to support Phase I, but anticipates securing additional federal grants to support Phases II, III and IV in the future, which will take through 2014 to complete; and,

WHEREAS, at this early pre-market exploration phase it is impossible for M&H to provide work plans for Phases II, III and IV, as such Phases will only be developed and refined after Phase I is completed, but at such time, the Exchange and M&H will work together to develop mutually acceptable work plans, pricing schedule for such Phases and a task completion schedule to keep this entire project on schedule to meet the mandated federal time schedules.

NOW THEREFORE,

1. The parties shall further clarify the Contract Award's Exhibit A (Description of Goods and Services) (attached and fully incorporated herein as Purchase Order Exhibit A) by detailing specific tasks that M&H shall perform for the Exchange pursuant to this Purchase Order. Such clarification and detail are included in M&H's Development Work Plan – Market Exploration Phase, Compensation and Staffing Plan and Project Management Methodology Memorandum. A copy of M&H's Development Work Plan – Market Exploration Phase, Compensation and Staffing Plan and Project Management Methodology Memorandum are attached and fully incorporated herein as Purchase Order Exhibit B;
2. "Time is of the Essence" for this Purchase Order and M&H shall abide by all specified task completion dates as set forth in Purchase Order Exhibit B;
3. The Exchange shall pay M&H a total sum not to exceed FOUR HUNDRED FOUR THOUSAND ONE HUNDRED AND SEVENTY FIVE DOLLARS (\$404,175), including outside subcontractor costs, printing and other reasonable expenses as permitted in the Contract Award, for the tasks specified in Purchase Order Exhibit B above. Payment shall be subject to the Exchange's approval of all timely deliverables, M&H providing a detailed breakdown on billing, consistent with the Contract Award Exhibit B for M&H (Price Schedule) (attached and

incorporated herein as Purchase Order Exhibit C) and the Compensation and Staffing Plan included as part of Purchase Order Exhibit B above, and M&H providing the Exchange with all invoices and sub-invoices; and,

4. Any changes to the Compensation and Staffing Plan, included as part of Purchase Order Exhibit B herein, must be approved in writing by the Exchange.

PURCHASE ORDER  
EXHIBIT A

EXHIBIT A

DESCRIPTION OF GOODS AND SERVICES

- I. Services required will include, but not be limited to, providing consulting and/or management for multi-media public relations campaigns for requesting entities that include the following:
  - A. Development of multi-media campaigns: planning, identify goals, establish key statements, determine tactics and timeliness, communication planning, public relations planning, summarization of assessments.
  - B. Market Analysis
  - C. Multi-media advertisement placement and/or outreach through various media avenues (television, radio, billboards, posters, press releases, brochures/flyers, internet/world wide web, other promotional materials, etc). Including multi-cultural media avenues.
  - D. Multi-phase, campaigns
  - E. Detailed media placement reports
  - F. Comprehensive education and outreach
  - G. Incorporation of appropriate logos, tag lines, etc into all campaign materials
  - H. Media coverage
  - I. Effectiveness measures / Outcome Studies
  - J. Demonstrated ability to work with significant time constraints
  - K. Provide credentials as requested and/or required for each request based upon scope/need
  - L. Specific strategies for reaching target populations (cultural inclusiveness)
  - M. Target to all segments of society
  - N. Justification for all marketing and media strategies recommended per campaign
  - O. Management of funds / budget
  - P. Sufficient resources to conduct services
  - Q. Educational and outreach tools
  - R. Various reporting to support adhoc reporting, summary reporting, effectiveness reporting, recommendations, results reporting, analysis, and spend.
  - S. Strategic Marketing Planning

T. Creative Development

U. On Line Marketing including, Strategy, Design, Creative & Executing

V. Website Hosting and IT Support are excluded from services. These services are available through State of Connecticut, Department of Information Technology.

W. Billboard Advertisement

Contractors must be in accordance with Executive Order no. 18, dated February 6, 2008. To obtain information regarding this Order please visit: [www.ct.gov](http://www.ct.gov)

Use the Advanced Search option located in the upper left hand corner of the web page (mentioned above). Type in "Executive Order No. 18" and click on "GO".

PURCHASE ORDER  
EXHIBIT B

Connecticut Health Insurance Exchange Program Development Work Plan  
Market Exploration Phase

MARKET EXPLORATION	OVERALL OUTCOME
Deliverable/Work Unit	
Timeline	
Start Date	End Date
Outcomes	
<p>Total immersion by the agency against internal and external issues and factors affecting the introduction and launch of Connecticut Health Insurance Exchange - both business entity and brand.</p> <ul style="list-style-type: none"> <li>• Thorough review of the Mercer study.</li> <li>• Identify and analyze all secondary research - from surrounding states' exchange efforts (MA and MD) and key identified subject matter thought leader papers.</li> <li>• Conduct key identified program stakeholder interviews (as determined by Tia Cintron) - 15-20 interviews                             <ul style="list-style-type: none"> <li>– Opinion Leaders</li> <li>– Policy Makers</li> <li>– Individual Groups</li> </ul> </li> <li>• Interview Massachusetts Exchange key influences.</li> <li>• Media Monitoring                             <ul style="list-style-type: none"> <li>– Facilitate interviews with key identified media influencers (print and electronic media).</li> <li>– Evaluate social media conversation surrounding the issue of Health Exchanges.</li> <li>– Identification of media ambassadors (online and offline spaces).</li> <li>– Audience and navigator identification and prioritization (access roles and responsibilities for how they'll effect and contribute to program success). Determine who are authorizers, recommenders and influencers.</li> </ul> </li> </ul>	<p>A comprehensive major findings and strategic implications roadmap for the successful launch of the Connecticut Health Insurance Exchange business entity and brand positioning and identity.</p>
<p>January 3 through February 24, 2012</p>	
<p>1/3/2012</p>	<p>2/24/2012</p>
<p>7 days</p>	<p>1/10/2012</p>
<p>14 days</p>	<p>1/17/2012</p>
<p>28 days</p>	<p>2/3/2012</p>
<p>7 days</p>	<p>1/13/2012</p>
<p>21 days</p>	<p>2/3/2012</p>
<p>10 days</p>	<p>1/25/2012</p>
<p>10 days</p>	<p>1/25/2012</p>
<p>21 days</p>	<p>2/3/2012</p>

Connecticut Health Insurance Exchange Program Development Work Plan  
Market Exploration Phase

Deliverable/Work Unit	Timeline	Start Date	End Date	Outcomes
MARKET EXPLORATION				OVERALL OUTCOME

- Major findings and strategic implications for the Connecticut Health Insurance Exchange entity and brand lunch.
  - Key strategic issues - opportunity and barrier review.
  - Audience and opinion leader share of voice and share of mind analysis.
  - Best practice and replication elements – Exchanges (MA and MD) and industry accepted disciplines.
  - Media monitoring review.

Connecticut Health Insurance Exchange Program Development Work Plan  
Focus.Fast. Sessions Phase

Deliverable/Work Unit	Timeline	Start Date	End Date	Outcomes
<p><b>FOCUS.FAST. SESSIONS</b></p> <p>Conduct and report out on two to three Focus.Fast. sessions /attendance by key program stakeholders and target audiences - half day to full day sessions).</p> <ul style="list-style-type: none"> <li>• Set program objectives - both communications and business.</li> <li>• Establish metrics measurement - identify all key KPIs:                             <ul style="list-style-type: none"> <li>-- Penetration and conversion rates by specific audience group.</li> <li>-- Website metrics.</li> <li>-- Quantitative awareness and attitudinal benchmark goal - program and brand.</li> <li>-- Message effectiveness.</li> </ul> </li> <li>• Target audience identification and prioritization.                             <ul style="list-style-type: none"> <li>-- Understand roles and responsibilities - influencers, ambassadors, navigators or recommenders.</li> <li>-- Communication and marketing percent of spend weighting against audiences.</li> </ul> </li> <li>• Program direction setting (identify and prioritize all brand deliverables and program messages).                             <ul style="list-style-type: none"> <li>-- Analyze what the Connecticut Health Insurance Exchange needs to stand for to ensure it appeals and is relevant to all audience constituencies.                                     <ul style="list-style-type: none"> <li>-- Build a benefit hierarchy chain - identify the strongest proposition across all audience segments.</li> <li>-- Determine the core brand assets of the Connecticut Health Insurance Exchange.</li> </ul> </li> </ul> </li> <li>• Build out alternative Connecticut Health Insurance Exchange positioning statements.</li> </ul>	<p>February through March 16, 2012</p>	<p>2/27/2012</p> <p>Sessions conducted within the three-week timeframe.</p>	<p>3/16/2012</p> <ul style="list-style-type: none"> <li>• Comprehensive report provided for each session on a weekly basis. Weeks of: 2/24; 3/5 and 3/12/2012 (individual blueprints capturing each session will be produced and presented.)</li> <li>• Final strategic blueprint - presentation on 3/16/2012.</li> </ul>	<p><b>OVERALL OUTCOME</b></p> <p>Complete overarching strategic blueprint for the introduction of the Connecticut Health Insurance Exchange business and brand based on consensus gained through the in-depth strategic sessions (Focus.Fast.) - facilitated by Mintz &amp; Hoke.</p> <p>Blueprint includes:</p> <ul style="list-style-type: none"> <li>• Objectives</li> <li>• Metrics measurement</li> <li>• Target Audience Identification and prioritization.</li> <li>• Positioning and brand asset assessment.</li> <li>• Brand tone and personality.</li> <li>• Potential positioning hypotheses.</li> </ul>

M I N T Z  H O K E  
 Connecticut Health Insurance Exchange Program Development Work Plan  
 Strategic Development Phase

Deliverable/Milestone	Timeline	Start Date	End Date	Outcomes
<b>STRATEGIC DEVELOPMENT</b>				
Agency totally immersed in the development of a communications plan (including a media plan recommendation), developing customer value proposition statements and creation/production of the Connecticut Health Insurance Exchange brand identity.	February 13 through March 30, 2012	2/13/2012	3/30/2012	<b>OVERALL OUTCOME</b> <ul style="list-style-type: none"> <li>• A complete communications launch plan - introduce and embed the new Connecticut Health Insurance Exchange business and brand entity.</li> <li>– Communications</li> <li>– Media Plan - tactics and elements</li> <li>– Budget</li> <li>• Development of customer value propositions.</li> <li>– Research methodology for testing and evaluation.</li> <li>• Creation and production of an iconic brand identity.</li> <li>– Name</li> <li>– Logo</li> <li>– Descriptor</li> </ul>
<ul style="list-style-type: none"> <li>• Development of the communications plan (against identified key tactics and elements).</li> <li>• Media Plan build-out.</li> </ul>	35 days	2/13/2012 (Update and status meetings scheduled every week.)	3/19/2012	
<ul style="list-style-type: none"> <li>• Development of initial customer value propositions (preliminary concepts):                             <ul style="list-style-type: none"> <li>– Presentation of initial customer value proposition statements.</li> </ul> </li> </ul>	14 days	2/20/2012	3/5/2012	
<ul style="list-style-type: none"> <li>– Refine customer value proposition statements.</li> <li>– Presentation of refined/revised customer value proposition statements.</li> </ul>	1 day	3/5/2012	3/5/2012	
<ul style="list-style-type: none"> <li>• Creative concept execution and production for the Connecticut Health Insurance Exchange brand.                             <ul style="list-style-type: none"> <li>– Identity</li> <li>– Logo</li> <li>– Descriptor</li> </ul> </li> </ul>	21 days	2/13/2012	3/5/2012	
<ul style="list-style-type: none"> <li>– Refine creative concepts based on client feedback.</li> </ul>	5 days	3/5/2012	3/9/2012	

Connecticut Health Insurance Exchange Program Development Work Plan  
Strategic Development Phase

Deliverable/Work Unit	Impacts	Start Date	End Date	Outcomes
<b>STRATEGIC DEVELOPMENT</b>				
<ul style="list-style-type: none"> <li>- Presentation meeting of refined/revised creative concepts.</li> </ul>		1 day	3/12/2012	3/12/2012
<ul style="list-style-type: none"> <li>- Finalize creative concepts.</li> </ul>		14 days	3/12/2012	3/26/2012
<ul style="list-style-type: none"> <li>• Initial communications plan and media presentation meeting.</li> </ul>		1 day	3/19/2012	3/19/2012
<ul style="list-style-type: none"> <li>• Revise communications and media plan (based on client feedback and direction).</li> </ul>		10 days	3/19/2012	3/28/2012
<ul style="list-style-type: none"> <li>• Final Connecticut Health Insurance Exchange strategic and creative program recommendation presentation.</li> </ul>		1 day	3/27 or 3/28/2012	3/27 or 3/28/2012
<ul style="list-style-type: none"> <li>- Communications and media plan.</li> <li>- Connecticut Health Insurance Exchange customer value proposition.</li> <li>- Creative concepts (brand identity - name, logo, descriptor).</li> </ul>				
<b>OVERALL OUTCOME</b>				

Connecticut Health Insurance Exchange Program Development Work Plan  
Initial Creative Concepts Phase

Deliverable/Work Unit	Timeline	Start Date	End Date	Outcomes
<b>INITIAL CREATIVE CONCEPTS</b>				
Agency is fully involved and engaged in the conceptual development (ideation) and execution of key identified tactics and elements from the approved communications campaign (i.e., TV, print and out-of-home ads, digital mediums and collateral.)	March 26 through May 4, 2012	3/26/2012	5/4/2012	<b>OVERALL OUTCOME</b>  Creative campaign concept (in rough/unfinished format) for tactics and elements from the approved communications plan. <ul style="list-style-type: none"> <li>• Campaign look and feel.</li> <li>• Creative tone and personality.</li> <li>• Language and creative approach.</li> </ul>
<ul style="list-style-type: none"> <li>• Development of creative brief platform for the campaign.</li> </ul>	5 days	3/26/2012	3/30/2012	
<ul style="list-style-type: none"> <li>• Development of communications and advertising guiding principles - Connecticut Health Insurance Exchange.                             <ul style="list-style-type: none"> <li>– Presentation - creative brief platform and guiding principles.</li> </ul> </li> </ul>	5 days	3/26/2012	3/30/2012	
<ul style="list-style-type: none"> <li>• Creative concept development phase (all identified tactics and elements.)                             <ul style="list-style-type: none"> <li>– Presentation of initial campaign concepts.</li> </ul> </li> </ul>	1 day	3/30/2012	3/30/2012	
<ul style="list-style-type: none"> <li>• Refine creative concepts (based on client direction and counsel.)                             <ul style="list-style-type: none"> <li>– Present refined and revised creative concepts.</li> </ul> </li> </ul>	28 days	3/21/2012	4/20/2012	
	1 day	4/20/2012	4/20/2012	
	10 days	4/23/2012	5/2/2012	
	1 day	5/4/2012	5/4/2012	

# MINTZ & HOKE

Connecticut Health Insurance Exchange Program Development - Compensation and Staffing Plan  
1/1/2012 - 5/1/2012

Staff Member	Title	Function/Task	Rate	Market Exploration Hours	Market Exploration Extension	Focus-Part Session Hours	Focus-Part Session Extension	Strategic Development Hours	Strategic Development Extension	Initial Creative Concepts Hours	Initial Creative Concepts Extension	Total Hours	Total Extension	Percentage of Time
Bill Field	President	Account Management	\$175	75.00	\$13,125	20.00	\$3,500	100.00	\$17,500	20.00	\$3,500	220.00	\$38,500	28%
Chris Knopf	CEO	Account Management	\$175	75.00	\$13,125	20.00	\$3,500	100.00	\$17,500	20.00	\$3,500	220.00	\$38,500	28%
Andrew Wood	Strategy Lead	Account Management	\$175	75.00	\$13,125	20.00	\$3,500	100.00	\$17,500	30.00	\$5,250	300.00	\$40,250	29%
Su Strawderman	Creative Director	Creative Direction	\$175	75.00	\$13,125	20.00	\$3,500	100.00	\$17,500	100.00	\$17,500	300.00	\$52,500	38%
Sara-Beth Donovan	Media Director	Media Direction	\$150	40.00	\$6,000	25.00	\$3,750	120.00	\$18,000	100.00	\$15,000	185.00	\$27,750	23%
Janette Baxter	PR Supervisor	PR Supervision	\$130	75.00	\$9,750	25.00	\$3,250	100.00	\$13,000	50.00	\$6,500	250.00	\$32,500	31%
TBD	PR Sr. Account Executive	PR Account Service	\$115	40.00	\$4,600	25.00	\$2,875	40.00	\$4,600	50.00	\$5,750	80.00	\$9,200	10%
Dean Stimmons	Client Service Director	Account Management	\$175	0.00	\$0	25.00	\$3,750	50.00	\$8,750	50.00	\$8,750	75.00	\$13,125	9%
KeAnna Jackson	AS Coordinator	Account Coordination	\$70	20.00	\$1,400	25.00	\$1,750	60.00	\$4,200	50.00	\$3,500	105.00	\$7,350	13%
Lisa Cushman	Assoc. Creative Director	Sr. Copywriting	\$130	0.00	\$0	25.00	\$3,250	50.00	\$6,500	150.00	\$19,500	200.00	\$26,000	25%
Roseanne Aarian	Sr. Copywriter	Sr. Copywriting	\$130	0.00	\$0	25.00	\$3,250	50.00	\$6,500	150.00	\$19,500	200.00	\$26,000	25%
Glen Snowden	Art Director	Art Direction	\$150	0.00	\$0	50.00	\$7,500	50.00	\$7,500	150.00	\$22,500	200.00	\$30,000	25%
Judy Eckstrom	Studio Artist	Computer Composition	\$120	0.00	\$0	100.00	\$12,000	50.00	\$6,000	100.00	\$12,000	100.00	\$12,000	13%
<b>Total Agency Services</b>				475.00	\$74,250	200.00	\$30,625	920.00	\$139,050	770.00	\$109,750	2,365.00	\$353,675	
<b>Outside Costs</b>														
John Cipes	Researcher	Research			\$2,000		\$2,000		\$36,000		\$4,000		\$38,000	
Contingency	Printing, Report and Presentation Production Materials				\$2,000		\$2,000		\$4,500		\$4,000		\$12,500	
<b>Total Outside Costs</b>				475.00	\$78,250	200.00	\$32,625	920.00	\$181,550	770.00	\$113,750	2,365.00	\$404,175	

**Segment Totals At-A-Glance**

Segment	Hours	Cost
Market Exploration	475.00	\$76,250
Focus-Part Session	200.00	\$32,625
Strategic Development	920.00	\$181,550
Initial Creative Concepts	770.00	\$113,750
<b>Phase 1 Totals</b>	<b>2,365.00</b>	<b>\$404,175</b>

**Mintz & Hoke /Connecticut Health Insurance Exchange**

**Project Management Methodology Memorandum**

Commencing with the kick-off of the Connecticut Health Insurance engagement in early January, Mintz & Hoke will be totally immersed in the account with a team of individuals from across various segments of the agency – executive management, strategic services, client service, public relations, media, creative and production. All will have direct interaction working together on the account as part of the Connecticut Health Insurance Exchange account team.

Bill Field will be the Executive in Charge of the account – overseeing all aspects of the relationship and the strategic, creative and media product that is delivered to the client, including ensuring that all agreed upon Work Plan outcomes and deliverable expectations are met.

The initial phases of the engagement – Market Exploration, Focus.Fast Session and Strategic Development will be actively worked and managed by four key executive strategic and creative disciplines across the agency:

Bill Field – President

Chris Knopf – CEO

Andrew Wood – Director of Marketing (Strategy Lead)

Su Strawderman – Creative Director

This concentrated approach ensures that the Connecticut Health Insurance Exchange has the key top level Mintz & Hoke strategic and creative influences assigned against developing the brand positioning and identity. The plan is that this group will be heavily involved in the early phases of the positioning and plan development, along with the brand identity and creative execution. Once creative is approved and in production, we'll be less involved. We'll also be supported by Sara Beth Donovan – Media Director who will be charted with the development of the media plan in support of the overarching communications plan.

Day-to-day contacts – Dean Simmons, Janette Baxter and Ke'Anna Jackson are being assigned to the account. The activities that they'll be intimately involved with include:

- Daily account liaison with client contacts. (Main interface within the agency in support of the strategic and creative team)
- Weekly status meetings or calls. Scheduled in conjunction with and in support of the major milestone presentations and meetings as outlined in the Work Plan.
- Development and updating of project status reports (weekly) and financial reports (monthly).
- Production scheduling – internal and external management of creative concept development and production.
- Billing and reconciliation.

PURCHASE ORDER  
EXHIBIT C

EXHIBIT B

PRICE SCHEDULE - SP16

Contract pricing is listed as Net Pricing. Costs for travel, meals, hotels and/or other miscellaneous expenses are not reimbursable.

Payment is net 45 days (net 30 days for CT Certified Small and Minority Businesses only). Pre-payment and/or retainers may be negotiated as needed.

## EXHIBIT B

### MINTZ & HOKE, INC. PRICE SCHEDULE - SP16

Website Hosting and IT Support are excluded from services. These services are available through State of Connecticut, Department of Information Technology.

1. Account Management - \$175.00 per hour
2. Account Supervision - \$130.00 per hour
3. Senior Account Service - \$115.00 per hour
4. Account Service - \$100.00 per hour
5. Account Service Support - \$60.00 per hour
6. Assistant Account Service - \$80.00 per hour
7. Account Coordination - \$70.00 per hour
8. Account Service Intern - \$15.00 per hour
9. Creative Direction - \$175.00 per hour
10. Senior Copy - \$130.00 per hour
11. Junior Copy - \$85.00 per hour
12. Copy Processing - \$60.00 per hour
13. Art Direction - \$150.00 per hour
14. Assistant Art Direction - \$115.00 per hour
15. Computer Composition - \$120.00 per hour
16. Studio - \$65.00 per hour
17. Studio Intern - \$40.00 per hour
18. Senior Computer Design - \$150.00 per hour
19. Computer Design - \$120.00 per hour
20. Videography - \$150.00 per hour
21. Print Production - \$115.00 per hour
22. Print Traffic - \$60.00 per hour
23. Media Direction - \$150.00 per hour
24. Senior Media Buying - \$150.00 per hour
25. Senior Media Planning - \$150.00 per hour
26. Media Buying - \$100.00 per hour
27. Media Planning - \$60.00 per hour
28. Media Support - \$15.00 per hour
29. PR Management - \$175.00 per hour
30. PR Supervision - \$130.00 per hour
31. PR Senior Account Service - \$115.00
32. PR Account Service - \$100.00 per hour
33. Assistant PR Account Service - \$80.00 per hour
34. PR Account Coordination - \$70.00 per hour
35. PR Support - \$60.00 per hour
36. PR Intern - \$15.00 per hour
37. Strategic Direction Research/Strategic Management - \$150.00 per hour
38. Research/Strategic Service - \$115.00 per hour

**EXHIBIT B**

**MINTZ & HOKE, INC. (Continued)**

**PRICE SCHEDULE - SP16**

- 39. Research/Strategic Support - \$60.00 per hour
- 40. Estimating - \$70.00 per hour
- 41. Project Management - \$70.00 per hour
- 42. Development/Programming - \$120.00 per hour
- 43. Online Design - \$120.00 per hour
- 44. Site Architecture - \$120.00 per hour
- 45. Project Direction - \$150.00 per hour

Certificate of Authority

May 3, 2012

Ms. Amy Tibor  
Planning Associate, Health Insurance Exchange  
State of Connecticut  
450 Capitol Avenue  
MS# 52HIE  
Hartford, CT 06106-1379

To Whom It May Concern,

Christopher Knopf, Chairman and Chief Executive Officer of Mintz & Hoke Inc., a Connecticut Corporation (dba Mintz & Hoke Communications Group) is empowered to execute and sign any and all contracts on behalf of the Corporation.

Should you require any further information or confirmation, please contact me directly at 860.679.9735 or by email at [ronp@mintz-hoke.com](mailto:ronp@mintz-hoke.com).

Sincerely,



Ronald W. Perine  
Secretary/Treasurer  
SVP and CFO