

**Board of Trustees of Community-  
Technical Colleges**

**Request for Proposal:**

**Business Intelligence and Analytical Solution  
(RFP) No. CCC-10-01**



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## **REQUEST FOR PROPOSALS**

### **Project No. CCC-10-01**

Date: July 30, 2009

Project: Business Intelligence and Analytical Solution (BIAS)

#### **I. Introduction**

The Connecticut Community Colleges are established under C.G.S. 10a-71 et.seq. The System consists of twelve regional community colleges and a system office. Each community college operates as a separate college within the larger community college system. The responsibility for the administration and management of the System, including the oversight and control of financial operations, rests with the Board of Trustees (“BOT”). C.G.S. 10a-72 (b) (1) requires the Board to “make rules for the governance of the...colleges, determine the general policies of said colleges ...and direct the expenditure of said colleges’ funds within the amounts available...”

Colleges and the BOT System Office are located throughout the State, as follows:

• BOT/System Office	Hartford
• Asnuntuck Community College	Enfield
• Capital Community College	Hartford
• Gateway Community College	New Haven and North Haven
• Housatonic Community College	Bridgeport
• Manchester Community College	Manchester and East Hartford
• Middlesex Community College	Middletown and Meriden
• Naugatuck Valley Community College	Waterbury
• Northwestern CT Community College	Winsted
• Norwalk Community College	Norwalk
• Quinebaug Valley Community College	Danielson and Willimantic
• Three Rivers Community College	Norwich
• Tunxis Community College	Farmington and Bristol

For additional information about the Connecticut Community Colleges, please visit our website:  
[www.comnet.edu](http://www.comnet.edu)

The Connecticut Community College System (CCC) consisting of the System Office and twelve colleges has a System-level Director of Institutional Research as well as twelve campus Directors of IR. Three of the colleges are active participants in “Achieving the Dream,” (a national initiative focused on helping more community college students succeed, especially students of color, working adults and students from low-income families). This initiative, launched in 2004, involves a partnership of more than twenty organizations and includes eighty three colleges in fifteen states. It emphasizes the use of data to drive change that can improve student success at these colleges. CCC has been a leader in this initiative since its inception. It is one of six states to participate in crafting new intermediate and final measures of student progress, working with the other five states to design a more complete and accurate way of measuring student performance longitudinally and comparing outcomes to other participating states nationwide. More information about achieving the dream can be found at  
<http://www.achievingthedream.org/aboutatd/default.tp>

The community colleges information technology strategy operates on an approach that delivers core IT services out of a System Data Center (SDC), which is part of the System Office. Our colleges access these core IT services via a high-speed network (CCC WAN) that is built upon the Connecticut Education Network (CEN). It is a hub & spoke design with each college site being a spoke and the SDC serving as the hub. The CCC WAN provides access to a wide array of services hosted at the SDC, as well as connections to the Internet.

The Connecticut Community College System (CCC) is looking for a comprehensive higher education institutional research database reporting and data analysis solution which will be used to measure and help improve student performance. This Business Intelligence & Analytical Solution (BIAS) will integrate with multiple sources of student data, and provide tools for designing and generating reports, viewing student outcomes via a “dashboard” interface, and assisting with decision-making and policy formulation in order to ensure greater student success. The BIAS needs to provide a long term solution for analytics and reporting while meeting the immediate need to analyze data and report on performance outcomes related to “Achieving the Dream” and at-risk students.

## **II. Background**

Current ad-hoc reporting processes rely on various extracts from our ERP system, loaded into user-created MS Access databases. Power-users in the Institutional Research area also use SPSS to create reports against a variety of flat file data sources.

As an early step in this BIAS project, and to help meet our most immediate “Achieving the Dream” reporting needs, we have already developed and populated a pilot version of an Institutional Research Data Mart (IRDB); an Oracle database with a star schema design. It is our expectation that the IRDB will serve as the initial data source for this proposed BIAS, expanding later to include other data sources.

In addition, we have engaged a Data Warehouse management consultant who helped refine our planning process (See Appendix A). This document is an important part of this RFP; because it provides background information on our analytical needs (Page 1), details our various data sources (Pages 2-7) and provides a figure that illustrates our desired BI solution (Page 11). There is also information that provides some possible migration paths to a BI solution (Page 12), along with various BI functionalities that could be deployed (Pages 14-15).

## **III. Requirements**

The BIAS will need to support three distinct types of end-users in a secure, user-friendly environment:

- **Power Users** (those used to querying, manipulating, analyzing, reporting and using tools like Excel, SQL queries, and SPSS for predictive modeling/report generation)
- **Functional End-users** (those who need to access standard reports, run ad hoc reports and simple queries/drill downs in a user-friendly, self-service environment – a portal or dashboard)
- **Casual Viewers** (Chancellor, Deans, Academic Chairs; executives with limited time, but a high degree of need-to-know about current data/institutional performance in a user-friendly portal or dashboard environment)

The BIAS should have a reasonably low initial cost, supporting the concept of incremental implementation; practical ability to expand over time, adding data sources and user-types, as needed. For costing scenarios, the estimated number of users for each phase of the project is identified in “**Section V. Proposal Format, Part B.**”

The BIAS Project is logically split into two Phases, with the goal being to implement Phase I as soon as possible, while also planning for the important longer-term vision of Phase II:

**Project Phase I:** The most immediate need is to provide IR Directors with an effective tool to assess student performance. The focus is on higher order analytics, and allowing users greater access to standard and ad hoc reports with simple drill down capabilities, using IRDB as the primary data source.

**Project Phase II:** Expand the BIAS to include such business functions as Financial Aid, Finance, Human Resources, etc., incorporating additional data sources, as needed.

The BIAS must be delivered in a manner that allows the core services to reside in the CCC System Data Center, yet be accessible via clients residing at any of our colleges and via the Internet.

Recognizing the variety of possible services available and related costs, the successful bidder will need to describe how our needs can be met within options ranging from a base set of tools, analytics and dashboards to more sophisticated solutions.

The proposal must include pricing for the BIAS product, detailed list of available services (installation, configuration, etc.), training options, on-going maintenance costs. Training services shall include, but not be limited to, technical training of CCC IT and IR staff and BIAS end users. (NOTE: CCC reserves the right to videotape any training sessions for future internal use).

**NOTE:** The successful bidder shall comply with all applicable [Connecticut Community Colleges Policies](#), federal and state statutes and regulations, including, but not limited to, Gramm-Leach-Bliley Act and the Family Educational Rights and Privacy Act ("FERPA") in the protection of all Connecticut Community College data.

#### **IV. Deliverables**

The following is a list of deliverables that the successful bidder will be expected to provide the CCC:

- Kick-Off Meeting with System Office IT and CCC Institutional Research Staff
- Work with System Office IT Staff to Integrate and Install selected BIAS at the System Data Center located at 61 Woodland Street, Hartford, CT.
- Train IT and IR Staff/End Users
- Post Implementation, Installation and Warranty Services

## V. Proposal Format

The proposal must be submitted in the format outlined below.

### Part A

Provide the following information for the bidding company and for any subcontractor to whom the bidding company expects to subcontract any portion of the contract:

1. The name and location of the bidding company.
2. The location of the office that will be serving CCC;
3. The number of years the bidding company has been in business under this name;
4. Is your company a subsidiary of another corporation? If yes, what is the name of the parent company?
5. Rating of your company...S & P etc.
6. A minimum of three references from clients for whom you have performed similar work. References must include contact names, titles, telephone numbers and the start date of the contract. References from colleges and universities are preferred.
7. A statement to verify that;
  - a) The person(s) having authority to negotiate on behalf of the bidder and to contractually bind the bidder have reviewed and accepted all attachments to the bid including contract terms and conditions (Attachment A), ethics affidavits, and nondiscrimination certification; and
  - b) The bidder is able to fully comply with Connecticut contracting requirements including but not limited to the contract terms and conditions, ethics affidavits, and nondiscrimination certification.

### Part B

1. Explain in detail how your product/solution addresses our needs described in **Sections II. – Background and III. – Requirements** above.
2. Project Timeline from purchase to post implementation and installation
3. Costing Options to include the following:
  - a. **Project Phase I (listed in Section III. - Requirements)**  
For costing scenarios we are estimating the following number of users for Phase I:  
Power Users – 60  
Functional End-users – 120  
Casual Viewers – 120
  - b. **Project Phase II (listed in Section III – Requirements)**  
For costing scenarios we are estimating the following number of users for Phase II:  
Power Users – 120  
Functional End-users – 1200  
Casual Viewers – 1200
  - c. **Installation, Configuration, Integration Services**
  - d. **Training Plan – options, costs**
  - e. **Post Implementation Services**
  - f. **Ongoing maintenance costs for BIAS product**

**BIDDERS MUST CERTIFY THAT THEIR BID WILL REMAIN VALID FOR A PERIOD OF 120 DAYS FROM THE BID DUE DATE APPEARING IN SECTION VIII. – SUBMISSION OF PROPOSALS, PARAGRAPH 7(d)(2) BELOW.**

## **VI. Evaluation Criteria**

Proposals will be examined by an Evaluating Team using the following criteria:

- Cost;
- Vendor qualifications;
- References;
- Ability to fully deliver any and all licenses and products
- Ability to fully comply with State of Connecticut contracting requirements including, but not limited to, contract terms and conditions, ethics affidavits, and nondiscrimination certification.

After all bids are examined, the Evaluating Team will accept the bid of the vendor the team determines to be most qualified to provide the products and services outlined in this RFP, at a competitive price and on time.

## **VII. Competitive Process/Time Frames**

The bidding process will be governed by the following time lines:

1. Proposers may e-mail questions concerning the RFP to Sharon Kromas ([skromas@commnet.edu](mailto:skromas@commnet.edu)), copy to Meg Niewinski ([mniewinski@commnet.edu](mailto:mniewinski@commnet.edu)) through August 13, 2009.

Questions, with the answers, will be posted on CCC's web-site (<http://www.commmnet.edu/finance/rfp.asp>) by August 19, 2009. It is the responsibility of the proposers to go to the website to retrieve the questions & answers.

2. Proposals are due in the System Office Finance Department by Thursday, September 3, 2009 no later than 11:00 AM. Please send all proposals to:

The Board of Trustees of Community-Technical Colleges  
Attention: Sharon Kromas  
61 Woodland Street, 2<sup>nd</sup> floor  
Hartford, CT 06105

3. The public bid opening shall take place on Thursday, September 3, 2009 at 11:30 AM in Room 263at The Board of Trustees of Community-Technical Colleges, 61 Woodland Street, Hartford, CT 06105.

**NOTE: THERE SHALL BE NO DISCUSSION OF ANY PROPOSAL SUBMITTED.**

4. After the evaluation process described in **Section VI. Evaluation Criteria** above has taken place, a short list of finalists will be generated. Said finalists who wish to continue the process will be invited to make a presentation/demonstration of their package and its suitability for the CCC BIAS. The final bidder selected by the Evaluation Team will be notified of the award of the contract. The name of the bidder selected will be posted on the CCC web site.

Our goal is to purchase, install and begin using the BIAS (as described for Phase I) by December 31, 2009, if possible.

## **VIII. Submission of Proposals**

Proposal submissions are subject to and must comply with the following requirements and conditions:

1. Bid must conform to all instructions and conditions outlined in this RFP.
2. The proposal package must include three recent references for whom the vendor has provided the same products and services included in this proposal.
3. The proposal package must include all forms included as part of the Contract Proposal and Contract Compliance Regulations that are part of this package. All information required in the forms must be provided. The Contract Proposal is Attachment B and Contract Compliance Regulations are Attachment H.
4. The System is exempt from payment of excise, transportation, and sales taxes imposed by the federal government and/or the state. Such taxes must not be included in the costs.
5. The proposal must be signed by an authorized official, and must provide:
  - a. the contractor's name and address;
  - b. the name, title and telephone number of a person(s) to contact with questions; and
  - c. the name, title and telephone number of the person(s) having authority to negotiate on behalf of the bidder and to contractually bind the bidder.
6. Proposals are binding commitments and may be incorporated into any contract awarded. This RFP may also be made part of an awarded contract.
7. Submission:
  - a. Bids must be in the form of a written proposal;
  - b. Bidders must submit one original and 13 copies of the proposal, and one electronic copy on a disc;
  - c. Proposals must be submitted in a sealed envelope or package;
  - d. the following information must appear on the outside of the envelope or package:
    - (1) RFP title and number: **Business Intelligence and Analytical Solution - # CCC-10-01**
    - (2) Bid due date and time – Thursday, September 3, 2009, by 11:00 AM
    - (3) Name and address of the vendor

## **IX. Terms & Conditions**

1. Any contract awarded shall be in full compliance with the statutes and regulations of the State of Connecticut. Any portion of the contract determined to be in conflict with said statutes and/or regulations will be interpreted so as to be in compliance.
2. Proposals submitted become the property of the State of Connecticut, and subject to the provisions of section 1-210 of the Connecticut General Statutes (Freedom of Information).
3. Any and all prices quoted in a proposal shall be valid for a period of 120 days from the due date of the Proposal.
4. Any oral agreement between any agency or employee and a bidder shall be superseded by the written agreement.
5. The System reserves the right to amend or cancel this RFP.
6. The System reserves the right to reject any and all proposals.
7. The System reserves the right to correct any and all inaccuracies due to clerical error in any contract awarded.
8. Bidder warrants that:
  - a. bidder did not participate in the RFP development process;
  - b. bidder had no knowledge of the contents of this RFP prior to its issuance;
  - c. no employee of the bidder participated, in any way, in the preparation of this RFP;
  - d. bidder's proposal was not made in connection with any competing vendor submitting a separate response to this RFP;
  - e. bidder's proposal is submitted without collusion or fraud of any kind.
9. Bidder shall bear any and all cost incurred in responding to this RFP.
10. Any contract awarded is subject to contract compliance requirements mandated by Section 4a-60 and 46a-68j of the Connecticut General Statutes.

Attachment G – Nondiscrimination Certification must be signed, contemporaneously, with any and all awarded contract(s).

CCC may require the Contractor to supply the following data to comply with State requirements:

- a. The Contractor's success in implementing an affirmative action plan;
- b. The Contractor's success in developing an apprenticeship program complying with Section 46a-68(a) to 46a-68(k) of the Connecticut General Statutes, inclusive;
- c. The Contractors promise to develop and implement a successful affirmative action plan;
- d. The Contractor's promise to set aside a portion of the contract for legitimate small contractors and minority business enterprises, where applicable. (See Section 40-60g – 4a-60j of the Connecticut General Statutes.)



## 11. Executive Orders of the Governor, State of Connecticut

Contracts for this project are subject to:

- Executive Order No. 3 regarding nondiscrimination promulgated June 16, 1971, and to the guidelines and rules of the State Labor Commissioner implementing said Executive Order;
- Executive Order No. 17, promulgated February 15, 1973, requiring contractors and subcontractors to list employment openings with the Connecticut State Employment Service;
- Executive Order No. 16, promulgated August 4, 1999 regarding Violence in the Workplace Prevention Policy; and
- Executive Order No. 7C, promulgated July 13, 2006 regarding State Contracting.

Said Executive Orders are incorporated herein and made a part of this RFP, as though fully set forth herein.

## **X. Insurance**

A Certificate of Insurance (“Certificate”), certifying that the vendor carries Commercial General Liability insurance. An original Certificate shall be submitted to the System prior to commencement of work. The Certificate shall provide evidence of coverage in the amount of \$1,000,000 Combined Single Limit (CSL) per occurrence for bodily injury, personal injury and property damage. Coverage shall include Premises Liability, Operations, Independent Contractors, Products and Completed Operations, Contractual Liability and Broad Form Property Damage coverage. If an aggregate limit applies, said limit shall apply separately to the project, or the general aggregate limit shall be twice the occurrence limit. Worker’s Compensation and Employer’s Liability is required and must meet statutory coverage requirements prescribed by the Worker’s Compensation statutes of the State of Connecticut. The Employer’s Liability coverage must provide minimum limits of \$100,000 each accident, \$500,000 Policy Disease Limit, \$100,000 each employee. Policies shall list the State of Connecticut, its officers, officials, employees, agents, Boards and Commissions as Additional Insureds. The coverage shall contain no special limitations on the scope of protection afforded to the System and the State of Connecticut. The vendor shall assume liability for any and all deductibles in any and all insurance policies

Vendor warrants that he/she will maintain inforce all insurance coverages cited in this **Section X – Insurance**, while providing services to the System.

## **XI. Rights Reserved To the State**

The State of Connecticut reserves the right to:

- a. award a contract in part;
- b. reject any and all proposals, in whole or in part; and
- c. to waive technical defects, irregularities and omissions if, in its judgment, the best interests of the State of Connecticut will be served.

## Connecticut Community College System

### IR Data Mart Meeting

January 27-28, 2009

#### Understanding the Analytics Needs of Institutional Research at Connecticut Community Colleges

The Connecticut Community College System (CCC) consists of the System Office and 12 colleges. There is a System-level Director of Institutional Research as well as 12 campus Directors of IR. Three of the colleges are active participants in “Achieving the Dream,” (a national initiative focused on helping more community college students succeed, especially students of color and students from low-income families.) The initiative, launched in 2004, involves a partnership of more than 20 organizations and includes 82 colleges in 15 states. It emphasizes the use of data to drive change that can improve student success at these colleges.

CCC has been a leader in this initiative since its inception in 2006. It is one of seven states to participate in crafting new intermediate and final measures of student progress, working with the other 6 states to design a more complete and accurate way of measuring student performance longitudinally and comparing outcomes to other participating states nationwide. The time has come and the need is pressing for CCC to acquire a BI (Business Intelligence) solution that will enable Directors of Institutional Reporting at the System and individual community college campuses to more easily analyze data and report on performance outcomes related to “Achieving the Dream” and at-risk students. This initiative is of paramount importance to Connecticut and one that is a culmination of three years of thought and design efforts to create a solution that will lead to greater insights into student success.

The custom data mart that CCC has designed incorporates internal data extracts from Banner Student Academics, including immigration data from SunGard’s Sevis Connector, Banner Finance, and Banner Financial Aid. HR/Payroll data extracts and tables are loaded from the State of Connecticut’s Oracle/PeopleSoft HR/Payroll application through the State’s data warehouse, PeopleSoft EPM, into Banner tables. External data extracts are pulled from NSC, the National Clearinghouse (CSV file format), CSSE (Excel format), Department of Labor (tracking graduates’ employment/salaries) and student survey data from Pell (Excel formats) and CSSE (Excel format). Unresolved is how and what data extracts will be available to CCC now that it has recently signed a multi-year contract with Blackboard to host its LMS, Vista. All these data must be current and readily accessible to support timely reporting and analyzing the needs of the targeted student population across the System of 12 colleges.

The purpose of the IRDB and BI Solution is for IR directors to use these tools to assess student performance with a longer term vision of extending the IRDB out to include a system-wide implementation. In future phases, it will focus on higher order analytics, as well as to allow end-users greater access to run standard and ad hoc reports with simple drill down capabilities on day-to-day operational issues like: How many employees do we have? What is the cost of instruction? How do CCC colleges compare to other community colleges/systems vis a vis CSSE and other national performance indicators?

The BI solution must be able to support three distinct types of end-users in a secure, user-friendly environment:

- **Power users** (those used to querying, manipulating, analyzing and reporting and using tools like Excel, SQL queries and SPSS for predicative modeling/report generation).

- **Functional end-users** (those who need to access standard reports, run ad hoc reports and simple queries/drill downs in a user-friendly, self-service environment – a portal or dashboard)
- **Casual Viewers** (the Chancellor, Deans and Academic Chairs) executives with limited time, but a high degree of need-to-know about current data/ institutional performance in a user-friendly portal or dashboard environment

Equally important to the IR Data Mart initiative is to acquire a BI solution that is low-cost, extensible, can be implemented incrementally, adding new data extracts/sources and new groups of end-users where there are demonstrated business needs.

### Architectural Design of the IR Data Mart

CCC runs a single instance of Banner ERP that includes Banner Student, Finance, and Financial Aid. The CCC requires its 12 colleges to utilize its Oracle/Education, Perkins web survey data, Graduate Survey data, CCSSE, SENSE, and a hosted instance of Blackboard Vista for the LMS solution.

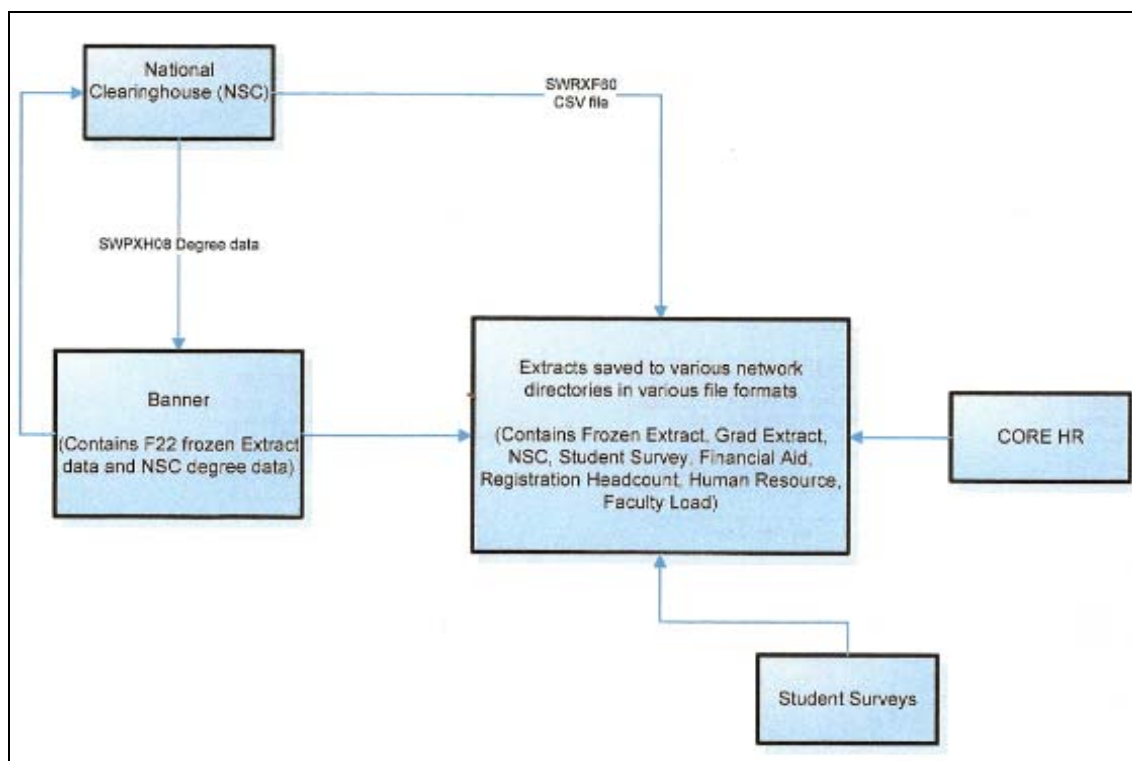
**Figure 1** shows the initial dimensions of the proposed data mart that will allow IR directors and their staff to run standard and ad hoc reports, as well as conduct longitudinal analysis of data stored in Banner since 1998.

**Figure 1: IR Data Mart Dimensions**

Common Dimensions												
Business Processes	Date	Term	Student	Program	Faculty	Course /Section	Transfer College	Placement Test	Student Grad	Fin Aid Student	Employee	Survey
Registration	x	x	x	x	x	x						
Faculty Load	x	x			x	x						
Admissions	x	x	x	x			x	X				
Graduation	x	x	x	x					x			
Transfer Data In	x	x	x				x					
Transfer Data Out	x	x	x				x					
Financial Aid	x	x	x							X		
Human Resources	x				x						x	
Surveys	x	x	x	x		x						x

### Data Extracts

Currently, IR runs a variety of extracts from a number of internal Banner applications and external data sources. **Figure 2 shows where** these extracts are stored – either inside Banner (CCC has both a single instance of Banner and a single instance of an Oracle database) or externally in various Access databases. The core data that supports IR reporting needs are frozen data that are run once or twice a semester. Over time, CCC would like to retire extracted data sets and move to accessing current data (near real time) as well as historical data.

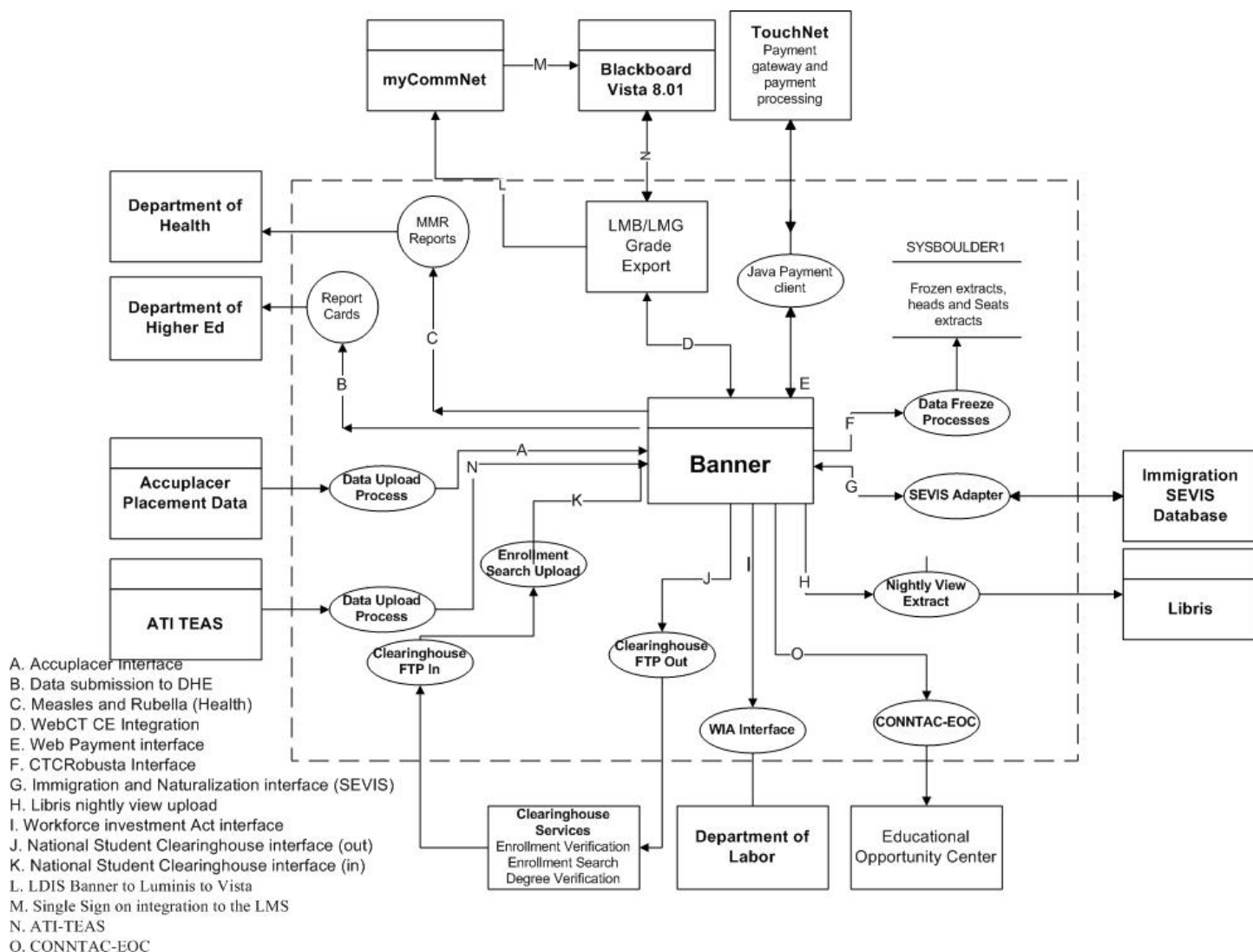
**Figure 2: Where Data Extracts are Stored Today**

### **Student Academics Environment**

In Figure 3 that follows, features the Student Academics, Financial Aid, and HR IPEDS data extracts that comprise the heart of the IR Data Mart design. CCC has an experienced, seasoned IT department that has successfully modified Banner ERP modules over the last 11 years to meet the unique business/reporting needs of the CCC System and its campuses. Their decision to run a single instance of Banner on a single instance of an Oracle database has greatly enhanced their ability to normalize data, ensure data quality across the System and at the campus level, as well as to standardize business practices. This data/technology environment will greatly facilitate the successful implementation of the selected BI solution in that it will reduce the level of complexity while ensuring a 'single source of truth'.

Still to be addressed is how CCC will access data extracts from Blackboard Vista being hosted by Blackboard. In the past, the previous hosting vendor ran reports for CCC against the database using SQL tools. It will be important for CCC to be able to extract relevant student data to incorporate into standard and ad hoc reports that analyze student success indicators.

Figure 3: Student Academics Environment



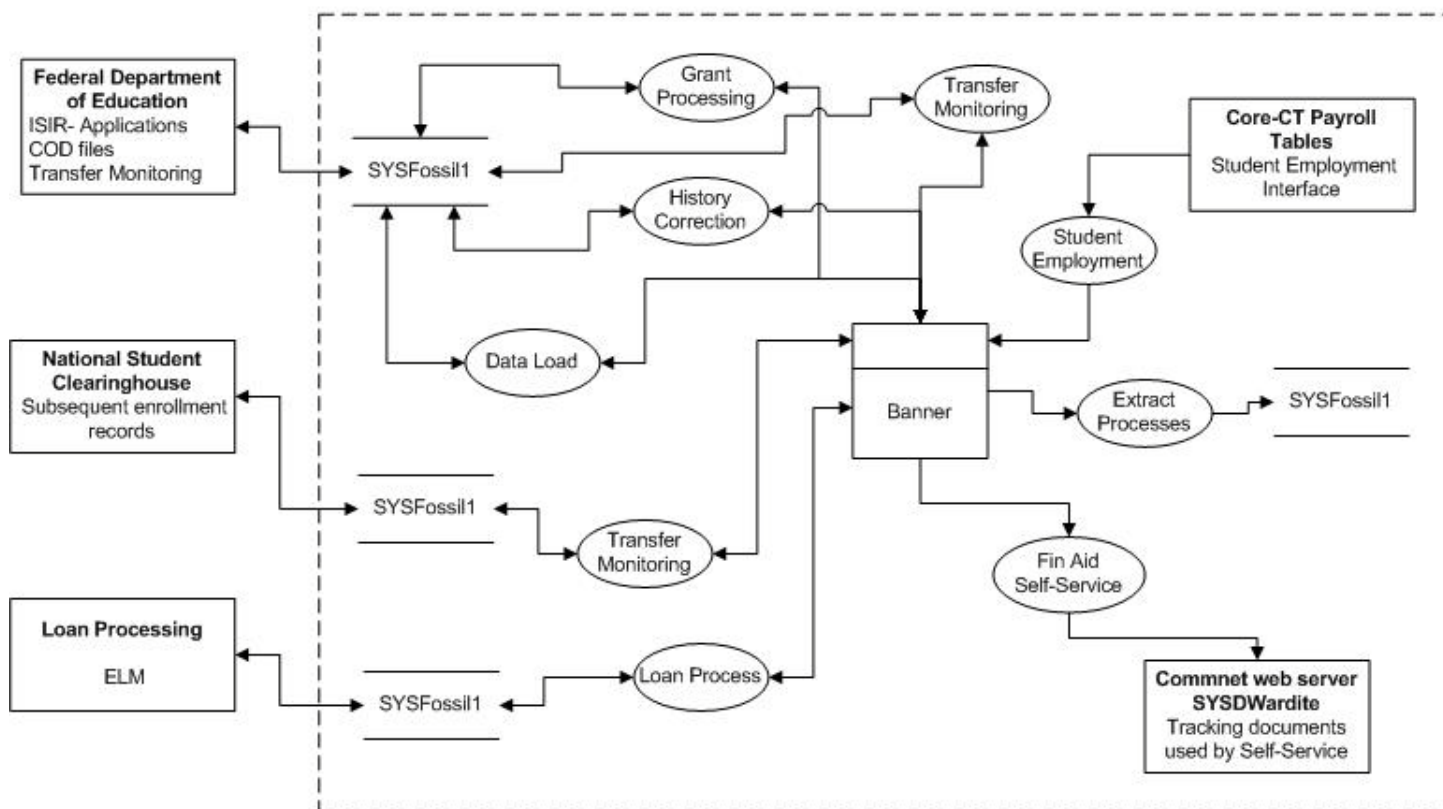
### Financial Aid Environment

At Risk students are likely to rely on federal financial aid to attend college. The Banner Financial Aid module has built-in algorithms to calculate student eligibility. Additionally, students are required to fill out a FAFSA application to qualify for federal (Pell), state (CAPP) and/or college foundation financial aid; this data is extracted from FAFSA and loaded into each student's Financial Aid Banner record.

It is important for IR to be able to analyze the types of aid, the dates/amount awarded and to track these data against academic progress to better understand and design programs/plan CCC services that support at risk student success. Please refer to Figure 4 that follows.

Figure 4: Financial Aid Environment

## Financial Aid Data Flow

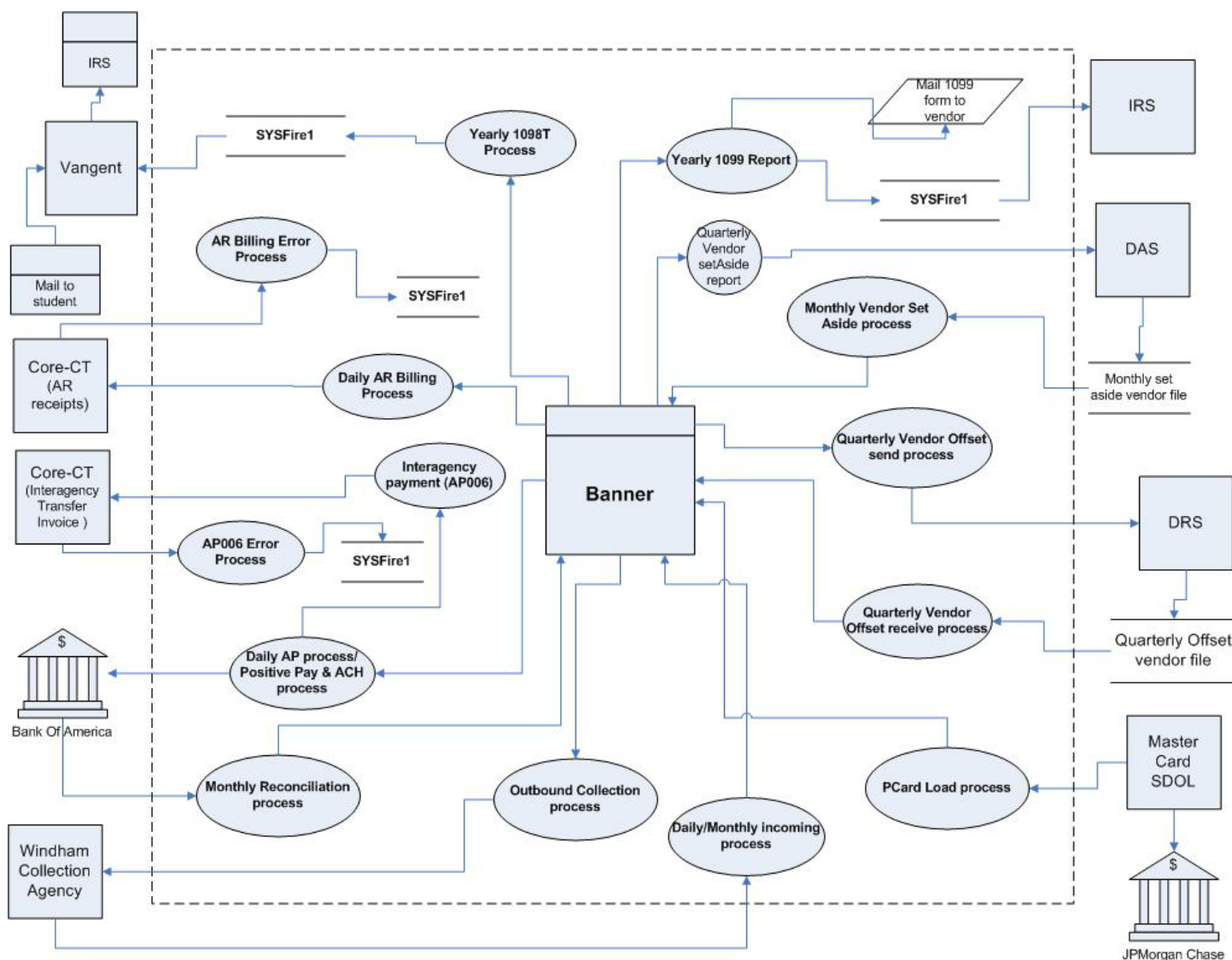
**Extending the IR Data Mart**

The current IR Data Mart design/initiative does not include data dimensions or extracts from Banner Finance/AR applications. However, the longer term vision will extend the BI solution to include these data so that CCC IR directors can achieve a 360 degree view of all factors that impact students and institutional performance.

CCC's Banner Finance/AR environment as portrayed in **Figure 5** that follows has been supplemented to import data extracts from the State HR/Payroll application. The Custom System Integration solutions were created and run automatically and daily to limit manual processing, banking activity, collections and System and College AP requirements, which include purchasing card, PeopleSoft Finance AP and AR requirements from a number of state agencies, vendors and financial institutions. This will be an important extension to the IR Data Mart when CCC begins to analyze academic metrics such as cost of instruction.



Figure 5: Financial/AR Environment

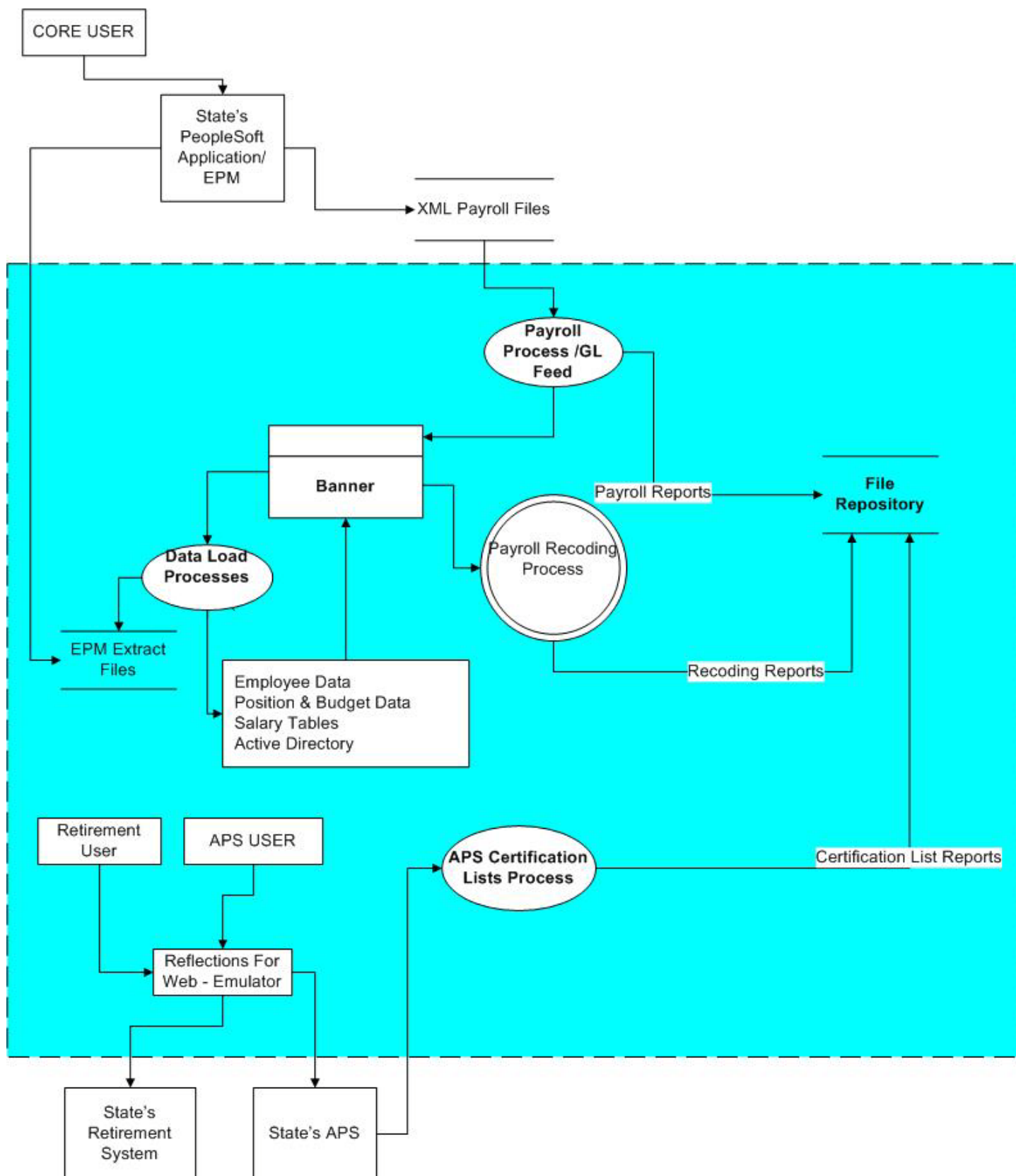


### The HR/Payroll Environment

The State of Connecticut requires that all its state, local and education agencies run Oracle/PeopleSoft HR/Payroll in support of employee-related activities. CCC created a module that integrates PeopleSoft Payroll with the Banner general ledger. CCC also relies on extracts to be delivered through the Oracle/PeopleSoft EPM (Enterprise Performance Management, a pre-packaged BI application and data warehouse for PeopleSoft applications load and store data in the Banner environment.). This data is currently used for reporting and analysis. The Oracle/PeopleSoft EMP is used to create custom reports and ad hoc queries at the colleges and System office.

Longer term, the BI solution that CCC selects will need to extract core data from within the State's HR application to be able to analyze and report on queries such as cost of instruction as it relates to student access, affordability and success. Please refer to **Figure 6** that follows.

Figure 6: HR/Payroll Environment





**Types of BI Solutions in the Higher Education Market**

One of the challenges in selecting an appropriate BI solution that meets both CCC's immediate and longer term reporting and analytics needs is that there are a number of solutions in the market today. Solutions range from a simple reporting tool to robust toolkits to packaged applications that combine data warehouse and are offered by mega-vendors, by functional specialty companies, by professional services organizations, and by 'next gen' start-ups. **Figure 7** provides a generic list of the BI/analytic solutions in the market today from vendors serving higher education, briefly describes nature of the offering, as well as the advantages and limitations of each. This is not meant to be a comprehensive list, nor does it attempt to evaluate the relevance to CCC's IR Data Mart initiative. Rather, it is intended to describe the BI landscape in Higher Education today.

Figure 7: Vendor Solutions in the BI/Higher Education Marketplace

Types of Solution/Providers	Description of Offering	Advantages/Limitations
<b>Analytic Reporting Tools</b> (e.g., Business Objects, Hyperion, Cognos, Information Builders, MicroStrategy, SAS, SPSS). There has been considerable market consolidation of reporting tool solutions through acquisitions by mega-vendors such as Oracle, Microsoft, IBM and SAP. Increasingly these tools are being integrated into end-to-end BI/analytics applications rather than being offered as a standalone reporting/BI tool.	These tools support standard and ad hoc, query, reporting functionality for 'power-users'. They may include predictive modeling and/or data mining functionality.	As a standalone tool, they do not offer a complete analytics solution. Their effectiveness for casual users is largely dependent on the tool being integrated with data models optimized for analytics. This optimization usually requires significant effort and/or cost before major benefits can be realized.
<b>Analytic Tools</b> – Desktop applications (e.g., Rapid Insights, Tableau)	These tools support standard and ad hoc reporting functionality and are user-friendly (drag/drop).	These analytics tools are a low-cost alternative, but are not web-based.
<b>Template-Based Tool Kits</b> (e.g. SunGard, Campus Management, Datatel, Oracle/PeopleSoft, Jenzabar, SAP)	Many of the Higher Education ERP vendors provide template-based toolkits that extend their ERP stack to include analytic applications.	A single vendor solution with whom an institution has a long, established relationship is attractive to many institutions. While the template-based reports provide out-of-box usability, for most institutions the reports do not fully meet their unique reporting/analytics needs. These solutions require consulting services and the institution's IT resources to configure/implement, taking months or even years to achieve a fully optimized analytics environment. Additional modifications and customizations are required to integrate external data sources outside of ERP modules.
<b>Custom-Developed BI/Analytics Solutions</b> (Mega-vendors such as Accenture, Sapient, SilverTrain, Unisys; start-up companies leveraging the Microsoft BI/analytics platform, SharePoint server which now includes the reporting and analytics services from PerformancePoint such as Solver Solutions and Perfiniti)	Many institutions opt to Build vs. Buy a solution in order to develop unique analytic applications from simple data marts/data warehouses to comprehensive analytics applications. Custom-developed applications begin with the acquisition of a BI/analytics platform or tightly integrated suite of tools (e.g., Microsoft SharePoint; Oracle OBIEE)	You get what you want if you can afford the time, have the IT know-how and can afford the related expense to 'build it your way'. In the past, a Build approach was a risky, costly undertaking. Today this option is viable as several of the BI platforms (i.e. Microsoft SharePoint) are low cost, user-friendly and can be undertaken by the institution's IT staff and/or with a professional services company.
<b>Packaged Analytic Applications</b>  This is an emerging solution area that includes pre-built cubes co-developed with and vetted by HE institutions (start-ups include iStrategy Solutions and eThORITY)	This is a 'buy' solution that offers pre-built, pre-packaged proven analytics applications that have been designed to be quickly implemented, easily adapted and extended to meet an institution's business logic, rules, definitions, and BI/analytics requirements.	These analytics applications have user-friendly interfaces, support casual user exploration, ad hoc reporting needs and depending on the particular vendor's product can easily map to external data sources, feral systems (departmental/desktop Excel Spreadsheets or Access Databases).

**Functional Requirements for CCC's BI Solution**

CCC has crafted an extensive data mapping document describing the data sources and structures that it envisions would be housed in an Oracle database with star schemas defining data/dimensions for each component of the desired data mart. This will be useful in the RFP process. However, CCC staff will need to create a **functional requirements document** that describes the desired reporting, querying, drill down, predictive modeling and analytics capabilities needed as well as future migration requirements – all of which must be included in CCC's RFP to interested BI/Analytics vendors so that they may respond in kind in their proposals.

There are several standards organizations (including the IEEE) that have identified nine topics that must be addressed when designing and writing a Software Functional Requirements which can be found at: [<http://www.techwr-l.com/techwhirl/magazine/writing/softwarerequirementspecs.html>], some of which CCC has already addressed.

1. Interfaces
2. Functional Capabilities
3. Performance Levels
4. Data Structures/Elements
5. Safety
6. Reliability
7. Security/Privacy
8. Quality
9. Constraints and Limitations

Equally helpful to successfully communicating functional requirements within an RFP is the inclusion of use cases – narrative descriptions of who the end-users are, what skills levels must be accommodated (power user, functional area staff, casual viewer), and what types of BI/analytics activities each user type will most likely employ (standard, ad hoc, predictive modeling, longitudinal analyses, executive dashboard/viewing).

**Figures Summarizing the BI Challenge**

The following figures portray the BI Needs of the Connecticut Community Colleges, both for the Current RFP and in the Longer-Term Future:

**Figure 8: Desired BI Solution for Current RFP**

**Figure 9: Migration Paths – Cultural/Problem-Solving and Technical/Analytic Environments**

**Figure 10: What Are the Types of Reporting/Analytics?**

**Figure 11: What BI Functionalities Will Be Deployed? Today, Current RFP, Future BI**

**Figure 12: Who Uses BI? Today, Current RFP, Future BI**

Figure 8

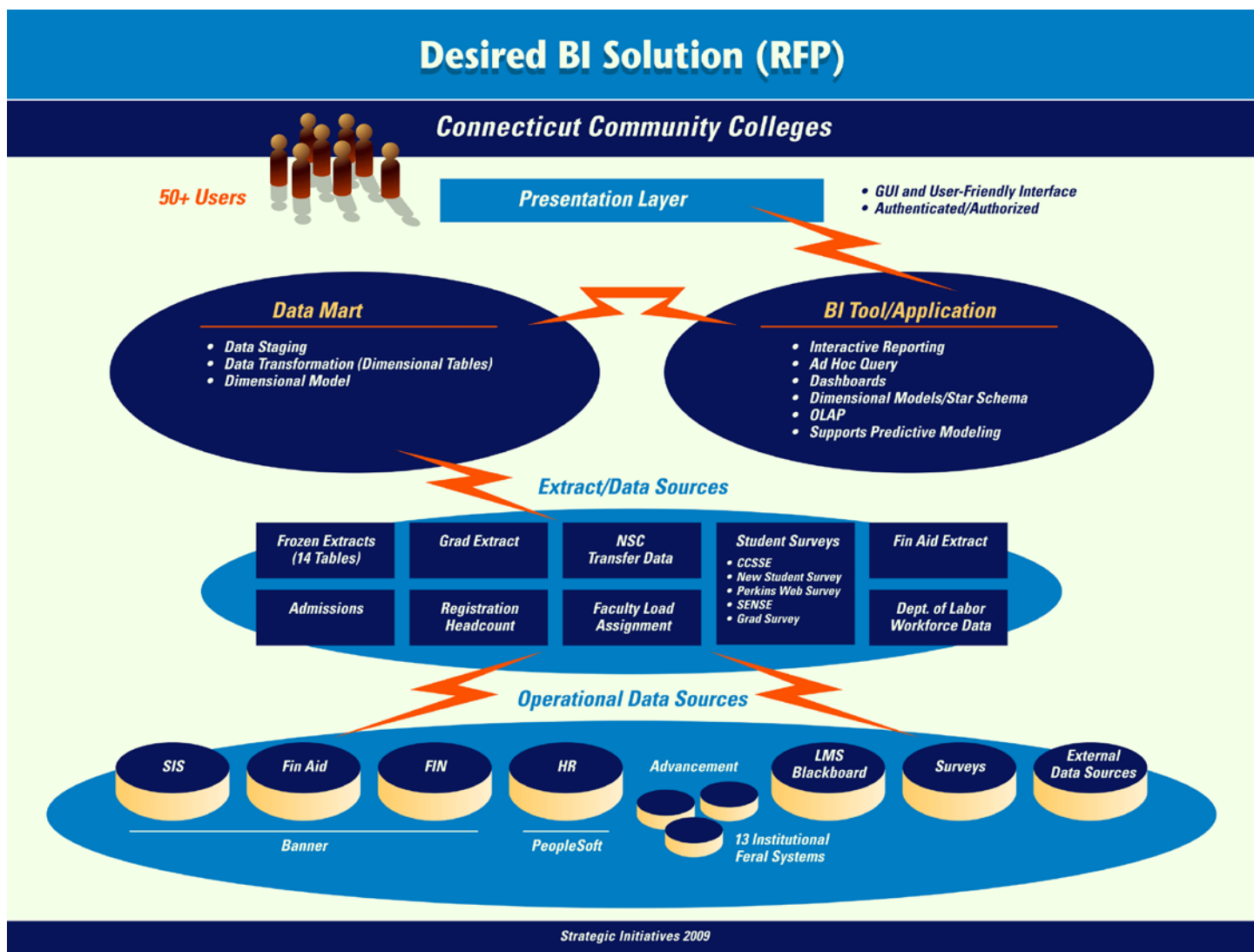


Figure 9

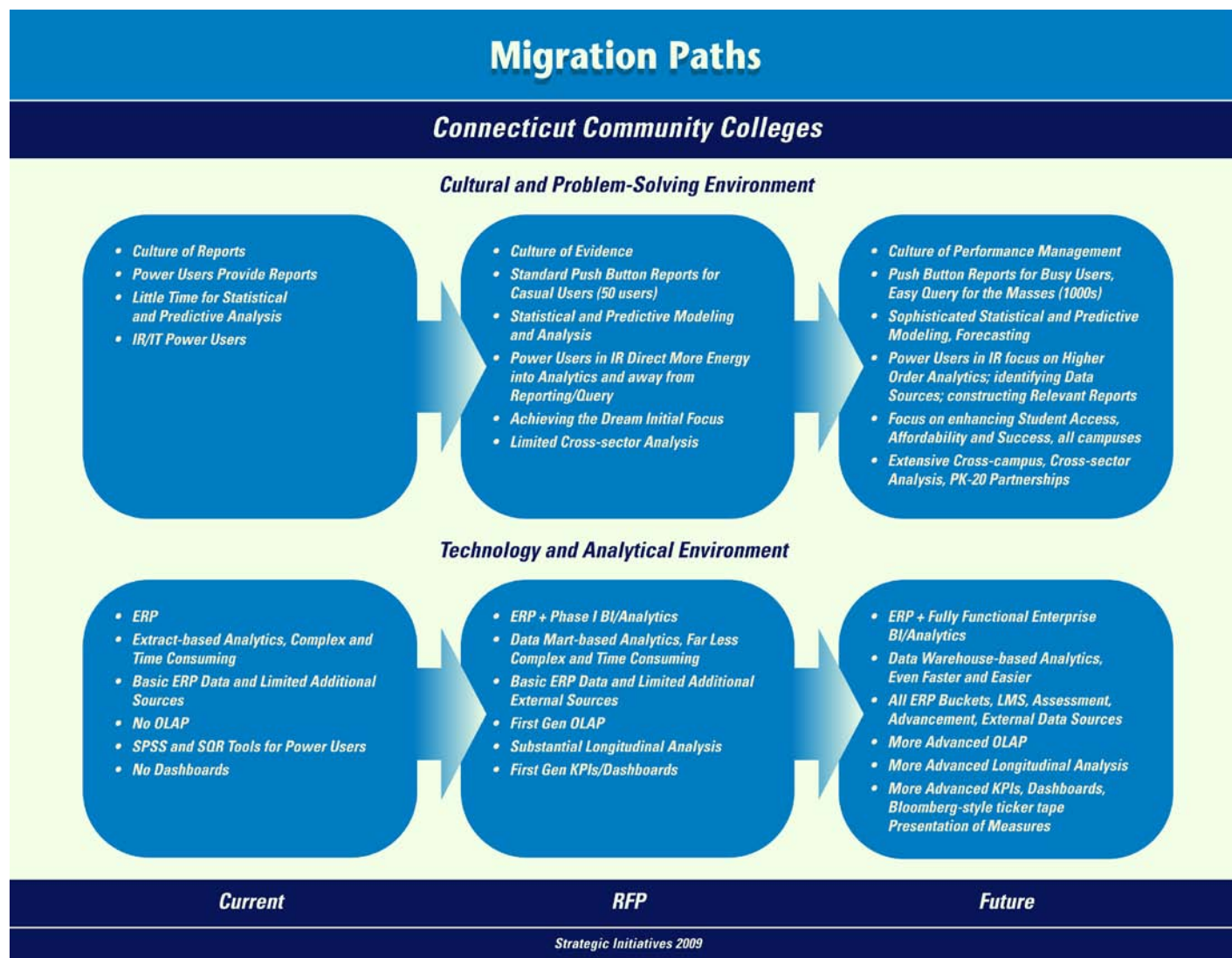


Figure 10

What are the Types of Reporting/Analytics?			
Types of Analytics and Reporting		Focus	Applications to Institutional Research and Student Access, Affordability, and Success
Analytics	Optimization	What's the best that can happen?	Making optimal use of data, information, and analytics resources. Reinventing policies, practices, and processes to optimize usability of institutional analytic resources
	Predictive Modeling	What groups or individuals are at Risk? What will happen next? What can be done?	Sophisticated modeling with large data sets is used to predict results relating to improved performance and successful intervention of "at risk" individuals/cohorts.
	Forecasting and Extrapolation	What if these trends continue?	Projection, forecasting, and extrapolation are based on the results of statistical analysis to project future conditions if current trends continue or if known interventions with proven outcomes are utilized.
	Statistical Analysis	Why is this happening?	Statistical analysis can be used by IR professionals and others with analytic training. Statistical analysis can examine the many variables associated with academic performance and shed light on why students succeed or fail.
Query & Reporting	Alerts	Who is at risk? What actions are needed?	The individuals in the query/drill down can trigger an "alert" which can lead to interventions to engage the student and improve performance.
	Query/Drill Down	Where exactly is the problem, who is affected?	An ad hoc report or query can be used to identify a cohort of students whose current behavior (grades, level of engagement and participation) suggests they are at risk. Or whose demographic characteristics (ethnicity, SAT scores, HS GPA, other demographics) fits the profile of students at risk (shown by predictive modeling). The analyst can "drill down" to examine each of the individuals in the cohort.
	Ad Hoc Reports	How many, how often, where, and what are the causes?	Ad hoc reports can examine other combinations of variables beyond those captured by standard reports. "Dynamic viewing" (using OLAP) can be used to change variables in an analysis in real time, examining different aspects of data relevant to student success.
	Standard Reports	What is happening? How are we doing?	Standard reports, KPIs, and dashboards and standard institutional indicators measure and monitor the performance of students. They can focus on particular cohorts of students at risk. Reporting can be historical, based on snapshots of students at comparable "census" dates over time. Reporting can also be "real-time" or "current-time" focusing on students as they are today.
Adapted from Davenport/Harris, 2006			

Note: Typically, BI/Analytics solutions providers have embedded enterprise level security and user authentication functionality that will leverage the organization's policies and role-based permissions hierarchies to ensure that only selected, authorized end-users have access to sensitive data (i.e. student contact information, grades, grievances). Most BI solutions provide the institution the capacity to define and limit end-user access to data, including individuals' ability to drill down to more granular levels of detail. Some solutions can track/report on the back end the details of end-users' activities in the BI/analytics environment such as who accessed the data, who created reports, and with whom were data/reports shared.

Additionally the BI/analytics vendors serving the Higher Education market are aware of the new compliance/privacy regulations that have taken effect and are ensuring that their security/compliance functionalities address these new requirements.



Figure 11

Initial Focus: Student Success Over Time				
What BI Functionalities Will Be Deployed?				
Types of Analytics and Reporting		CT CC Today	BI Tomorrow (First-Stage RFP for BI Tools)	BI Future (Advanced BI Tools & Applications)
Analytics	Optimization	<ul style="list-style-type: none"> <li>Optimization is in the conceptual phase today</li> </ul>	<ul style="list-style-type: none"> <li>IR will access internal and external data sources and move toward optimization</li> </ul>	<ul style="list-style-type: none"> <li>IR will expand the range of internal and external data sources, and move toward optimization across the System</li> </ul>
	Predictive Modeling	<ul style="list-style-type: none"> <li>No bandwidth/limited resources to do this kind of analysis</li> </ul>	<ul style="list-style-type: none"> <li>Analysis of target population of students – Achieving the Dream</li> </ul>	<ul style="list-style-type: none"> <li>Cohort coding; sub-group interventions</li> </ul>
	Forecasting and Extrapolation	<ul style="list-style-type: none"> <li>Excel-based tools; mostly focused on finance</li> </ul>	<ul style="list-style-type: none"> <li>Analyze IR-related course enrollments, staffing; plan accordingly</li> </ul>	<ul style="list-style-type: none"> <li>Forecasting spreads in all data areas</li> </ul>
	Statistical Analysis	<ul style="list-style-type: none"> <li>Snapshots/extracts available for statistical analysis</li> </ul>	<ul style="list-style-type: none"> <li>Able to conduct IR longitudinal analyses with ease using historical and internal/external data</li> </ul>	<ul style="list-style-type: none"> <li>Statistical analysis will become progressively easier</li> </ul>
Query & Reporting	Alerts	<ul style="list-style-type: none"> <li>Current alerts are limited to Achieving the Dream; At Risk students; performed manually</li> </ul>	<ul style="list-style-type: none"> <li>Automatic/Dashboarding</li> <li>Solutions provided by Workflow</li> </ul>	<ul style="list-style-type: none"> <li>Enterprise-wide alerts potential</li> </ul>
	Query/Drill Down	<ul style="list-style-type: none"> <li>Very limited query and drill down</li> </ul>	<ul style="list-style-type: none"> <li>Highly secure environment for simple queries through a CT portal</li> </ul>	<ul style="list-style-type: none"> <li>Expand the universe of data</li> </ul>
	Ad Hoc Reports	<ul style="list-style-type: none"> <li>Ad hoc reports through telephone requests to IT;</li> <li>Feral systems abound – Access DBs and in Access and Excel formats</li> </ul>	<ul style="list-style-type: none"> <li>Automatically generated and available in portal/dashboard</li> <li>Alerts/Interventions supported by workflow and are role-based/secure</li> </ul>	<ul style="list-style-type: none"> <li>Expand the universe of access to internal/external data sources, including all ERP modules; phase out extracts</li> </ul>
	Standard Reports	<ul style="list-style-type: none"> <li>530 custom reports with many changeable parameters. Additionally, there are 270+ standard reports delivered in Banner that the college/System Office use</li> <li>Limited KPIs; no dashboards</li> <li>Job submission function in Banner wherein users can pick report and/or extract to run with many parameters. Customizations allow users to view reports or extract data online</li> <li>No ability to support longitudinal analyses</li> </ul>	<ul style="list-style-type: none"> <li>BI Solution will build on existing standard reports; focused on extracts from Banner SIS, FIN, PeopleSoft HR, and external data sources</li> <li>Established KPIs and dashboards</li> <li>BI solution will run against the IR-designed data mart and will serve as a single source of trust for all 12 Connecticut community colleges</li> </ul>	<ul style="list-style-type: none"> <li>Future BI functionality will continue to incorporate new data sources and phase out the use of extracts</li> </ul>
Adapted from Davenport/Harris, 2006				

Figure 12

Initial Focus: Student Success Over Time				
Who Uses BI?				
Types of Analytics and Reporting		CT CC Today	BI Tomorrow (First-Stage RFP for BI Tools)	BI Future (Advanced BI Tools & Applications)
Analytics	Optimization	<ul style="list-style-type: none"> <li>Optimization is in the design phase</li> </ul>	<ul style="list-style-type: none"> <li>IR internal/external data sources optimized</li> </ul>	<ul style="list-style-type: none"> <li>All internal/external data sources fully optimized</li> </ul>
	Predictive Modeling	<ul style="list-style-type: none"> <li>No time to do this kind of analysis</li> </ul>	<ul style="list-style-type: none"> <li>Power users conduct analysis of target population of students – Achieving the Dream; at Risk</li> </ul>	<ul style="list-style-type: none"> <li>Power users</li> <li>Spend increasing proportion of time on predictive analytics</li> </ul>
	Forecasting and Extrapolation	<ul style="list-style-type: none"> <li>Power users</li> </ul>	<ul style="list-style-type: none"> <li>Power users; selected C-level and functional administrators/staff (#50)</li> <li>IR administrators/staff focus on student/academic forecasting</li> </ul>	<ul style="list-style-type: none"> <li>Power users</li> <li>Spend more and more time on advanced forecasting</li> </ul>
	Statistical Analysis	<ul style="list-style-type: none"> <li>System and campus IR Officers perform statistical analysis, but it is very laborious</li> </ul>	<ul style="list-style-type: none"> <li>Analysis is easier</li> <li>IR officers dedicate more time on statistical analysis</li> </ul>	<ul style="list-style-type: none"> <li>Statistical analysis gets progressively easier and IR officers spend more time on it</li> </ul>
Query & Reporting	Alerts	<ul style="list-style-type: none"> <li>Manual alerts, limited to a few supported by power users</li> </ul>	<ul style="list-style-type: none"> <li>Power users create/support implementation of alerts/interventions</li> </ul>	<ul style="list-style-type: none"> <li>Alerts by faculty, counselors, advisors made progressively easier and more effective</li> </ul>
	Query/Drill Down	<ul style="list-style-type: none"> <li>Limited to a few Power Users</li> </ul>	<ul style="list-style-type: none"> <li>Essential to vision; easy to execute, highly secure environment for simple queries through a CT portal</li> </ul>	<ul style="list-style-type: none"> <li>Expand the universe of end-users and access to more replete data</li> </ul>
	Ad Hoc Reports	<ul style="list-style-type: none"> <li>Ad hoc reports run by IT and IR officers</li> <li>Feral systems run by many end users</li> </ul>	<ul style="list-style-type: none"> <li>End users will include IT, Payroll, CXOs, IR and key administrators and selected functional staff/administrators</li> </ul>	<ul style="list-style-type: none"> <li>Expand the universe of end-users and access to internal/external data sources, including all ERP modules; phase out extracts</li> </ul>
	Standard Reports	<ul style="list-style-type: none"> <li>270 standard reports and 530 custom reports with many changeable parameters that are run by end users at the 12 college and System Office</li> </ul>	<ul style="list-style-type: none"> <li>800 reports can be run by authorized groups/end-users; role-based access/security</li> <li>Personalized dashboard capability for authorized end-users</li> <li>Longitudinal reporting can be accomplished routinely by System and campus IR offices</li> </ul>	<ul style="list-style-type: none"> <li>Move out to a broader audience of end-users (i.e. 1,000s)</li> </ul>
Adapted from Davenport/Harris, 2006				



## Appendix A

### Glossary of Terms: Data, Information, Reporting, and Analytics

As part of the process of raising the “analytics IQ” of users at Connecticut Community College System, we suggest the following collection of terms and definitions.

**Advanced Data Visualization.** The formation of mental visual images, the act or process of interpreting in visual terms or of putting into visual form. A tool or method for interpreting image data fed into a computer and for generating images from complex multi-dimensional data sets. Advanced data visualization functions allow the viewer/end-user to build mental models (graphical representations), the visual attributes of which represent data attributes in a definable manner.

**Analysis.** A combination of activities that leverages the institution’s data and information resources to build on and look beyond query and reporting to answer more complex and future-oriented issues. These include statistical analysis (Why is this happening?), forecasting (What if these trends continue?), predictive modeling (What will happen next? Who will be most affected?), and optimization (What is the best that can happen? How can the pieces best fit together?).

**Analytic Application.** A software application designed to fulfill all the analytics requirements of a business process (e.g., student analysis, financial, human resources). A **pre-packaged analytic application** is a baseline application that has been formally reviewed and agreed upon by customers/users in other settings and serves as the foundation for further developments in the baseline functionality. An analytic application may combine ETL, OLAP, DW, and BI tools, and is typically presented in a user-friendly wrapper – one that allows end-users to easily access standard reports, run ad hoc reports and perform simple queries based on templates and packaged data sets, rather than having to learn the arcane language required of complex query tools familiar only to power users.

**Analytics for the Masses.** Analytics that are “user friendly” or even “user obvious” can be utilized by the average end user without having to understand complex rules and procedures or to engage in lengthy training sessions. These tools enable institutions to deploy enterprise-wide analytics -- “analytics for the masses.”

**Assessment Data.** Community colleges generate extensive assessment from student/course evaluations, enterprise surveys like the Community College Survey of Student Engagement (CCSSE), and pull data from external sources such as the U.S Department of Labor.

**Application Development Framework.** A solution that allows users to create their own applets for their internal business processes.

**BI (Business Intelligence) Tools.** A broad category of technologies that allows for gathering, storing, accessing, and analyzing data to help campus users make better decisions. In its broadest sense, BI encompasses all of the tools and systems that play a key role in the data-shaped decision making and strategic planning processes of institutions. In its narrower sense, the term “BI Tool” usually refers to a tool such as ProClarity or Hyperion that allows reporting and analysis to be carried out via a graphical user interface by end users who do not have extensive knowledge of the technical details of the underlying data structures. Even so, many BI tools require users to master protocols and operating details that are sufficiently complex to discourage non-power users (See definition of “power users”).

CCC IR directors have relied on IT to develop standard reports (300-500 to date) and use SPSS as a primary statistical tool.

**BI 2.0 Stack.** Traditional BI solutions are complex, difficult to configure/implement and designed for power users. A full BI Stack BI 2.0 architecture allows functional staff and casual viewers access to user-friendly tools that enable data visualization so that users can create their own models to see the relationships among data, interactivity that lets users manipulate the data and an intuitive manner of working that suits the way business users think, for example, in asking new questions as they arise. BI 2.0 tools are more intuitive for business users than traditional business intelligence tools, specialty software and spreadsheets. They tend to be more adaptable and run faster and are organized around the user’s experience, not the structure of the data.

This is an important consideration for CCC because of the longer term goal of implementing BI/analytics initially to IR directors to include administrators, staff and faculty across the System.

**Dashboards.** A reporting tool that consolidates, aggregates, and arranges measurements, metrics (measurements compared to a goal), and sometimes scorecards on a single screen so information can be monitored at a glance through graphical representations of the data.

**Data.** The basic elements contained in institutional data bases. Data assume meaning when they are strung together, combined with other data elements and expressed as information. Information becomes knowledge when it is understood in particular contexts.

**Data Dictionary.** This term encompasses a fairly wide spectrum of meanings, all of them related to understanding the structure and meaning of the data elements within a database. On the technical end of the spectrum, it refers to an actual database (or subset of a database) about data and database structures; a catalog of all data elements – their names, structures, and information about their usage; a central location for metadata. On the user-oriented end of the spectrum, it refers to documentation (often a text or hypertext document rather than a database per se) that describes the meaning of the data elements and their relationships in a less formal but still precise manner.

**Data Extension Architecture.** The ability for end-users, typically departmental or divisional users, to combine their own "What if" data with the centralized ERP data. The solution prevents modification of the centralized data and allows the users to merge their department specific detail in a way that eliminates the need for shadow systems.

**Data Governance.** This is the process for organizing data definitions, setting and monitoring responsibilities for data stewardship, and adjudicating differences of perspective on data issues. Also setting and memorializing standards, processes, and protocols for data governance and stewardship.

**Data Mapping.** The process of identifying the relationships between data elements in a source environment (e.g., a transactional ERP system such as Banner) and related data elements in the target environment (e.g., a data mart or data warehouse). These relationships can be simple, one to one mappings, or considerably more complex.

**Data Mart.** An analytical data store designed to focus on a specific business function for a specific community within the institutions (i.e. the IR Data Mart focusing on Achieving the Dream/At Risk Students). The data mart can be either a subset of an organizational data store (ODS) oriented to a specific purpose or major data subject, be derived from subsets of data in a data warehouse, or be linked to other data marts to create a data warehouse.

**Data Mining.** A process of analyzing enterprise data (often stored in data warehouses) to uncover hidden trends and patterns, and establish relationships. Data mining is normally performed by power users using specialized software tools.

**DW (Data Warehouse).** A data warehouse is a database geared toward the business intelligence requirements of an institution. The data warehouse integrates data from the various operational systems and is typically loaded from those systems at regular intervals. Data warehouses contain historical information that enables analysis of performance over time and can capture data at census dates, end-of-term, and other important milestones. Enterprise data warehouses typically glean data from across the institution and should be designed to be easily extensible for incorporating additional data elements.

**A multi-dimensional data warehouse** is a powerful database that enables users to analyze large amounts of data by capturing/presenting data in a specific type of multi-dimensional structure. This structure is much different from that found in transactional databases and is optimized for reporting and analysis.

**Operational data stores** are databases that typically draw data from relatively limited operational data sources, with little, if any, major structural transformation of the data, and are not nearly as extensible and powerful as data warehouses.

**Dynamic Modeling.** A method used to define and analyze data requirements needed to support the business functions of an enterprise. The data requirements are recorded as a conceptual data model with associated data definitions. Data modeling defines the relationship between data elements and data structures.

**Dynamic Viewing and Drill Down.** Using an analytic application, users can dynamically change data elements in a report, query, or analysis (like rotating the elements of a Rubik's Cube – or, more prosaically, like using a Pivot Table in Microsoft Excel), and then view the changed result dynamically. Users can then “drill down” to identify individuals (students, faculty, staff) who are in particular cells captured by the analysis.

**End-to-End Web Solution.** A solution wherein all user components are delivered via a web browser – where every form, including end user, architectural, and administrative are all thin-client, browser-based solutions. A number of applications still exist today that have Web components, or light versions of their tool on the Web, but still require users to install desktop/client application(s) for administration. Some thin client solutions can be or have been “web-ized”, although this is not considered a true ‘end-to-end’ web solution, and it can be an expensive workaround.

**ERP (Enterprise Resource Planning) Systems.** The basic transactional systems of the institution (Student – includes Financial Aid in PeopleSoft, Finance, Human Resources, Financial, Advancement). CCC has deployed a single instance of Banner SIS, FIN, FINAID and integrates with the State's Oracle/PeopleSoft HR/Payroll application.

**Extensibility.** The capacity to extend a data mart or data warehouse to include additional data elements that draw from additional operational data sources, shadow systems, external data, and/or assessment data.

**External Data.** Systems like the Connecticut Community Colleges need to draw data from a variety of external sources such as NSC, Pell and Department of Labor in order to better analyze and spot trends as they relate to Achieving the Dream/At Risk students. Over time, CCC will want to compare and benchmark themselves with peer and/or aspirational institutions, state and national initiatives, and disciplinary/programmatic comparisons.

**ETL (Extract, Transform and Load).** Three database functions that are combined into one tool to pull data out of one database and place it in another database:

- **Extract:** the process of reading data from a database.
- **Transform:** the process of converting the extracted data from its previous form into the form it needs to be in so that it can be placed into another database. Transformation occurs by using rules or lookup tables or by combining the data with other data and in some cases can be rather complex.
- **Load:** the process of writing the data into the target database.

**OLAP (Online Analytical Processing).** A type of reporting and analytics that uses data stored in a special format that allows users to perform fast, multi-dimensional analysis across different points of view. The data are often sourced from a data warehouse and pre-aggregated to improve querying response time.

**Information.** Elements of data that are organized together to yield greater meaning.

**Interactive Reporting Model.** A flexible reporting solution that can be used for analysis as well. Interactive reporting allows the end user to perform functions such as drill down, pivot, and create personal computed columns. It supports creating KPI dashboards and alerts as well as ad hoc queries and advanced data visualization.

**Knowledge.** Information presented and understood in particular contexts. Knowledge is best understood through the give-and-take of conversation, exploring the impact of context on meaning.

**LMS (Learning Management System).** A learning or course management system is a set of software applications that manages the creation, storage, use, and reuse of learning content. CCC has a single instance of Blackboard Vista hosted by Blackboard as its courseware application for its credit and non-credit offerings.

**Near Real Time.** Pertains to the delay introduced by automated data processing or network transmission, between the occurrence of an event and the use of the processed data; e.g., for display or feedback and control purposes. For example, information presented in near real time represents the data as it existed at the current time less the processing time (which may only occur once a day or at a certain time each week). This data may be referred to as **Current Data**.

**Optimized Data, Information, and Analytics Resources.** Optimization means that the data are fully defined, mapped, understood through an analytic application that enables a wide range of users to access, analyze, and act on integrated information in the context of their business processes and tasks that they manage within a given functional area, department, program or college.

**Positive Restlessness.** A desire to continue to excel; a motivation to make the best better. It's never resting.

**Power Users.** Most BI tools require an in-depth understanding of complex data structures, rules, procedures, and protocols, making them usable only by a select group of "power users" in offices of institutional research and information technology, and/or some departments/functional areas.

**Predictive Modeling.** Encompasses a variety of techniques from statistics and data mining that analyze current and historical data to make predictions about future events.

**Query and Reporting.** Accessing the institution's data and information resources to provide insight through standard reports (What is happening?), *ad hoc* reports (Change views on "What is happening? Insight on "How many, how often, where?"), query/drill down (Where exactly is the problem? Who is affected?), and alerts (What actions are needed? Who is at risk?). Query and reporting can be combined with predictive modeling to launch real-time alerts and interventions based on analytics.

**Query and Reporting Tools.** Software tools designed to support query activity and report writing. CCC's IT and power users make use of Oracle SQL query and reporting tools to create/run reports against the Banner Oracle database.

**Real Time.** In an application, "real time" means that the information is received and immediately responded to without any time delay. May also be referred to as **synchronous**. The distinction between "near real time" and "real time" varies and the delay is dependent on when the data are captured and how often. Currently, CCC analytics environment relies on frozen data created from Banner and other external data extracts. Over time, CCC would like to retire extracts in favor of access to near/real time current data.

**Shadow Systems.** Departmental systems that are developed in order to work around or compensate for limitations in ERP systems and other institutional data sources. Over time, an optimized data, information, and analytics capability will eliminate the need for many shadow systems and/or enable data to be extracted from shadow systems for incorporation in the data warehouse

**PERSONAL SERVICES AGREEMENT**

for purchase of services from vendor company or non-employee individual

**Attachment A**

STATE OF CONNECTICUT  
BOARD OF TRUSTEES OF  
COMMUNITY-TECHNICAL COLLEGES  
61 Woodland Street, Hartford, CT 06105  
ACCOUNTS PAYABLE

1. PREPARE TWO COPIES.
2. THE STATE AGENCY AND THE CONTRACTOR AS LISTED BELOW HEREBY ENTER INTO AN AGREEMENT SUBJECT TO THE TERMS AND CONDITIONS STATED HEREIN AND/OR ATTACHED HERETO AND SUBJECT TO THE PROVISIONS OF SECTION 4-98 OF THE CONNECTICUT GENERAL STATUTES AS APPLICABLE.
3. ACCEPTANCE OF THIS CONTRACT IMPLIES CONFORMANCE WITH ALL TERMS AND CONDITIONS SET FORTH BELOW AND IN THE BODY OF THE CONTRACT WHICH CONTINUES ON PAGE 2.

		<input type="checkbox"/> ORIGINAL <input type="checkbox"/> AMENDMENT		IDENTIFICATION NO.	
<b>CONTRACTOR</b>	CONTRACTOR NAME			ARE YOU PRESENTLY A STATE EMPLOYEE? <input type="checkbox"/> YES <input type="checkbox"/> NO	
	CONTRACTOR ADDRESS			CONTRACTOR FEIN / SSN - SUFFIX	
<b>STATE CONTRACTING AGENCY</b>	AGENCY NAME AND ADDRESS - Board of Trustees of Community-Technical Colleges 61 Woodland Street Hartford, CT 06105			AGENCY NO. CCC78000 / CCCXXX00	
<b>CONTRACT PERIOD</b>	DATE (FROM)	THROUGH (TO)	INDICATE <input type="checkbox"/> MASTER AGREEMENT <input type="checkbox"/> CONTRACT AWARD NO. <input type="checkbox"/> NEITHER		
<b>CANCELLATION CLAUSE AND DELIVERY OF NOTICE</b>	THIS AGREEMENT SHALL REMAIN IN FULL FORCE AND EFFECT FOR THE ENTIRE TERM OF THE CONTRACT PERIOD STATED ABOVE UNLESS CANCELLED BY EITHER PARTY, BY GIVING THE NUMBER OF DAYS' WRITTEN NOTICE INDICATED AT RIGHT, DELIVERED PERSONALLY OR BY CERTIFIED OR REGISTERED MAIL, TO THE FOLLOWING ADDRESSES:				<b>REQUIRED NO. OF DAYS WRITTEN NOTICE</b> 30
	<u>STATE:</u>  Attention:		<u>CONTRACTOR:</u>  Attention:		
<b>COMPLETE DESCRIPTION OF SERVICE</b>	CONTRACTOR AGREES TO:  Provide the services as outlined in Section 1, Description of Services, which continues on page 2 of this contract, in accordance with all terms and conditions of the contract outlined in Section 3, Other Terms and Conditions.				
<b>COST AND SCHEDULE OF PAYMENTS</b>	PAYMENT TO BE MADE UNDER THE FOLLOWING SCHEDULE UPON RECEIPT OF PROPERLY EXECUTED AND APPROVED INVOICES.  State Contracting Agency agrees to make payment in the amount(s) and in accordance with the schedule contained in Section 2, Cost and Schedule of Payments, beginning on page X of this contract. Total contract is not to exceed \$_____.				
<b>CONTACT NAMES AND TELEPHONE</b>	CONTRACTOR SHOULD ADDRESS ALL CONTRACT AND PAYMENT QUESTIONS TO THE AGENCY BUSINESS OFFICE AT:  CONTRACTOR SHOULD ADDRESS ALL QUESTIONS REGARDING THE SCOPE OR PERFORMANCE OF SERVICES TO THE RESPONSIBLE DEPARTMENT AT:  AGENCY SHOULD ADDRESS ALL CONTRACT AND PAYMENT QUESTIONS TO THE CONTRACTOR AT:  AGENCY SHOULD ADDRESS ALL QUESTIONS REGARDING THE SCOPE OR PERFORMANCE OF SERVICES TO THE RESPONSIBLE DEPARTMENT AT:				

## FOR INTERNAL USE ONLY

EXPENSE CODING	FISCAL YR(s)	AMOUNT	NOTES
Banner Fund Code:			
Banner Org Code:			
Banner Account Code:			
Banner Program Code:			

An individual entering into a Personal Service Agreement with the State of Connecticut is contracting under a "work-for-hire" arrangement. As such, the individual is an independent contractor, and does not satisfy the characteristics of an employee under the common law rules for determining the employer/employee relationship of Internal Revenue Code Section 3121 (d) (2). Individuals performing services as independent contractors are not employees of the State of Connecticut and are responsible themselves for payment of all State and local income taxes, federal income taxes and Federal Insurance Contribution Act (FICA) taxes.

<b>ACCEPTANCES AND APPROVALS</b>		(34)	<b>STATUTORY AUTHORITY</b> C.G.S. 4a-52a, 10a-151b
CONTRACTOR SIGNATURE (OWNER OR AUTHORIZED INDIVIDUAL - Attach signature authority resolution) ALSO TYPE OR PRINT FULL NAME		TYPE OR PRINT FULL TITLE	DATE SIGNED
AGENCY SIGNATURE (AUTHORIZED OFFICIAL per Board of Trustees policy) ALSO TYPE OR PRINT FULL NAME		TYPE OR PRINT FULL TITLE	DATE SIGNED
ATTORNEY GENERAL (APPROVED AS TO FORM) - Contracts over \$3,000			DATE SIGNED

DISTRIBUTION: ORIGINAL-CONTRACTOR COPY-AGENCY



## SECTION 1 - DESCRIPTION OF SERVICES

*(Detailed Description of Services)*

## SECTION 2 - COST AND SCHEDULE OF PAYMENTS

### A. State Liability.

The State of Connecticut, the Board of Trustees of Community-Technical Colleges and the State Contracting Agency ("State" or "College") shall assume no liability for payment for services under the terms of this contract until the contract is fully executed by the State Contracting Agency, the Contractor, and if applicable, by the Attorney General of the State of Connecticut.

### B. Total Contract Not to Exceed.

The COLLEGE shall pay the CONTRACTOR a total sum not to exceed \_\_\_\_\_ for services performed under this agreement.

### C. Invoicing and Payment

(a) The Contractor shall submit invoices in accordance with the schedule below:

*(Detailed Description and Schedule of Fee or Other Amounts, Billing Dates, Contractor's Payment Address etc.)*

(b) Invoices shall, at a minimum, include the Contractor name, the Purchase Order Number, the Contractor's Federal Employer Identification Number, the billing period, and an itemization of expenses invoiced. The State of Connecticut does not pay taxes, therefore Contractor invoices should not reflect the inclusion of any taxes on services or work performed under this contract.

(c) Payment shall be made by the College to the Contractor within 30 days after receipt of properly executed and approved invoices.

## SECTION 3 - OTHER TERMS AND CONDITIONS

### A. Entire Agreement

This contract embodies the entire agreement between the State Contracting Agency (hereinafter "State" or "Contracting Agency") and Contractor, each named on Page 1, on the matters specifically addressed herein. The parties shall not be bound by or be liable for any statement, representation, promise, inducement, or understanding of any kind or nature not set forth herein. This contract shall supersede all prior written agreements between the parties and their predecessors. No changes, amendments, or modifications of the contract shall be valid unless reduced to writing, signed by both parties, and where applicable, approved by the Attorney General or his Designee. This contract shall inure to the benefit of each party's heirs, successors, and assigns.

### B. Nondisclosure

Contractor shall not release any information concerning the services provided pursuant to the contract or any part thereof to any member of the public, press, business entity or any official body unless prior written consent is obtained from the State.

### C. Confidentiality

All data provided to Contractor by the State or developed internally by Contractor with regard to the State will be treated as proprietary to the State and confidential unless the State agrees in writing to the contrary. Contractor agrees to forever hold in confidence all files, records, documents, or other information as designated, whether prepared by the State or others, which may come into Contractor's possession during the term of this agreement, except where disclosure of such information by Contractor is required by other governmental authority to ensure compliance with laws, rules, or regulations, and such disclosure will be limited to that actually so required. Where such disclosure is required, Contractor will provide advance notice to the State of the need for the disclosure and will not disclose absent consent from the State.

### D. Promotion

Unless specifically authorized in writing by the State, Contractor shall have no right to use, and shall not use, the name of the State of Connecticut, or of the Board of Trustees of Community-Technical Colleges, or their respective officials, agencies, or employees or the seal of the



State of Connecticut or its agencies (1) in any advertising, publicity, promotion; or (2) to express or to imply any endorsement of Contractor's products or services; or (3) to use the name of the State of Connecticut, its officials, agencies, or employees or the seal or logo of the State of Connecticut or its agencies in any other manner, except only to manufacture and deliver in accordance with this contract such items as are hereby contracted for by the State. In no event may the Contractor use the State Seal in any way without the express written consent of the Secretary of State.

#### E. Quality Surveillance, Examination of Records and Inspection of Work

All services performed by Contractor shall be subject to the inspection and approval of the State at all times, and Contractor shall furnish all information concerning the services. The State or its representatives shall have the right at reasonable hours to examine any books, records, and other documents of, and to monitor or evaluate the work being performed by, Contractor or its subcontractors pertaining to work performed under this contract and Contractor shall allow such representatives free access to any and all such books, records and worksite. The State will give the Contractor at least twenty-four (24) hours notice of such intended examination or inspection, which shall be performed in such a manner as will not unduly disrupt or delay Contractor's work. At the State's request, the Contractor shall provide the State with hard copies of or magnetic disk or tape containing any data or information in the possession or control of the Contractor which pertains to the State's business under this contract. The Contractor shall retain and maintain accurate records and documents relating to performance of services under this contract for a minimum of three (3) years after the final payment by the State and shall make them available for inspection and audit by the State.

#### F. Independent Contractor

Contractor represents that it is fully experienced and properly qualified to perform the services provided for herein, and that it is properly licensed, equipped, organized, and financed to perform such services. If applicable, at the State's request Contractor shall deliver copies of any and all current license(s) and registration(s) relating to the services to be performed under this contract, as evidence that such are in full force and effect. Contractor shall act as an independent Contractor in performing this contract, maintaining complete control over its employees and all of its subcontractors. Contractor shall furnish fully qualified personnel to perform the services under this contract. Contractor shall perform all services in accordance with its methods, subject to compliance with this contract and all applicable laws and regulations. It is acknowledged that services rendered by the Contractor to the State hereunder do not in any way conflict with other contractual commitments with or by the Contractor.

#### G. Labor and Personnel

At all times, Contractor shall utilize approved, qualified personnel necessary to perform the services under this contract. Contractor agrees not to subcontract any of the services to be provided under this contract without the prior written permission of the State. Contractor shall advise the State promptly, in writing, of any labor dispute or anticipated labor dispute or other labor related occurrence known to Contractor involving Contractor's employees or subcontractors which may reasonably be expected to affect Contractor's performance of services under this contract. The State may then, at its option, ask Contractor to arrange for a temporary employee(s) or subcontractor(s) satisfactory to the State to provide the services otherwise performable by Contractor hereunder. The Contractor will be responsible to the State for any economic detriment caused the State by such subcontract arrangement.

Contractor shall, if requested to do so by the State, reassign from the State's account any employee or authorized representatives whom the State, in its sole discretion, determines is incompetent, dishonest, or uncooperative. In requesting the reassignment of an employee under this paragraph, the State shall give ten (10) days notice to Contractor of the State's desire for such reassignment. Contractor will then have five (5) days to investigate the situation and attempt, if it so desires, to satisfy the State that the employee should not be reassigned; however, the State's decision in its sole discretion after such five (5) day period shall be final. Should the State still desire reassignment, then five days thereafter, or ten (10) days from the date of the notice of reassignment, the employee shall be reassigned from the State's account.

#### H. Non-Discrimination

References in this section to "contract" shall mean this Contract and references to "contractor" shall mean the Contractor.

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

- (1) The contractor agrees and warrants that in the performance of the contract such contractor will not discriminate or permit discrimination against any person or group of persons on the grounds of race, color, religious creed, age, marital status, national origin, ancestry, sex, mental retardation, 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, 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.
- (b) If the contract is a public works contract, the contractor agrees and warrants that he will make good faith efforts to employ minority business enterprises as subcontractors and suppliers of materials on such public works project.
- (c) "Minority business enterprise" means any small contractor or supplier of materials fifty-one per cent or more of the capital stock, if any, or assets of which is owned by a person or persons: (1) Who are active in the daily affairs of the enterprise, (2) who have the power to direct the management and policies of the enterprise and (3) who are members of a minority, as such term is defined in subsection (a) of section



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

- (d) Determination of the contractor's good faith efforts shall include but shall not be limited to the following factors: The contractor's employment and subcontracting policies, patterns and practices; affirmative advertising, recruitment and training; technical assistance activities and such other reasonable activities or efforts as the commission may prescribe that are designed to ensure the participation of minority business enterprises in public works projects.
- (e) The contractor shall develop and maintain adequate documentation, in a manner prescribed by the commission, of its good faith efforts.
- (f) The contractor shall include the provisions of section A above in every subcontract or purchase order entered into in order to fulfill any obligation of a contract with the state and such provisions shall be binding on a subcontractor, vendor or manufacturer unless exempted by regulations or orders of the commission. The contractor shall take such action with respect to any such subcontract or purchase order as the commission may direct as a means of enforcing such provisions including sanctions for noncompliance in accordance with section 46a-56; provided, if such contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the commission, the contractor may request the state of Connecticut to enter into any such litigation or negotiation prior thereto to protect the interests of the state and the state may so enter.
- (g) The following subsections are set forth here as required by section 4a-60a of the Connecticut General Statutes:
  - (1) The contractor agrees and warrants that in the performance of the contract such contractor will not discriminate or permit discrimination against any person or group of persons on the grounds of sexual orientation, in any manner prohibited by the laws of the United States or of the state of Connecticut, and that employees are treated when employed without regard to their sexual orientation; (2) the contractor agrees to provide each labor union or representative of workers with which such contractor has a collective bargaining agreement or other contract or understanding and each vendor with which such contractor has a contract or understanding, a notice to be provided by the Commission on Human Rights and Opportunities advising the labor union or workers' representative of the contractor's commitments under this section, and to post copies of the notice in conspicuous places available to employees and applicants for employment; (3) the contractor agrees to comply with each provision of this section and with each regulation or relevant order issued by said commission pursuant to section 46a-56; 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.
- (h) The contractor shall include the provisions of section (g) above in every subcontract or purchase order entered into in order to fulfill any obligation of a contract with the state and such provisions shall be binding on a subcontractor, vendor or manufacturer unless exempted by regulations or orders of the commission. The contractor shall take such action with respect to any such subcontract or purchase order as the commission may direct as a means of enforcing such provisions including sanctions for noncompliance in accordance with section 46a-56; provided, if such contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the commission, the contractor may request the state of Connecticut to enter into any such litigation or negotiation prior thereto to protect the interests of the state and the state may so enter.
- (i) 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, "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).

#### I. Americans with Disabilities Act

This clause applies to those Contractors which are or will become responsible for compliance with the terms of the Americans with Disabilities Act of 1990 during the term of the contract. Contractor represents that it is familiar with the terms of this Act and that it is in compliance with the law. Failure of the Contractor to satisfy this standard either now or during the term of the contract as it may be amended will render the contract voidable at the option of the State upon notice to the Contractor. Contractor warrants that it will hold the State harmless from any liability which may be imposed upon the State as a result of any failure of the Contractor to be in compliance with this Act.

#### J. Executive Orders

(a) Executive Order No. 3: Nondiscrimination. This contract is subject to the provisions of Executive Order No. Three of Governor Thomas J. Meskill promulgated June 16, 1971, and, as such, this contract may be canceled, terminated or suspended by the State Labor Commissioner for violation of or noncompliance with said Executive Order No. Three, or any State or federal law concerning nondiscrimination, notwithstanding that the Labor Commissioner is not a party to this agreement. The parties to this contract, as part of the consideration hereof, agree that said Executive Order No. Three is incorporated herein by reference and made a part hereof. The parties agree to abide by said Executive Order and agree that the State Labor Commissioner shall have continuing jurisdiction in respect to contract performance in regard to nondiscrimination until the agreement is completed or terminated prior to completion. The Contractor agrees, as part consideration hereof, that this contract is subject to the Guidelines and Rules issued by the State Labor Commissioner to implement Executive Order No. Three, and that it will not discriminate in its employment practices or policies, will file all reports as required, and will fully cooperate with the State of Connecticut and the State Labor Commissioner.

(b) Executive Order No. 17: Connecticut State Employment Service Listings. This contract is subject to the provisions of Executive Order No. Seventeen of Governor Thomas J. Meskill promulgated February 15, 1973, and, as such, this contract may be canceled, terminated or suspended



by the Contracting Agency or the State Labor Commissioner for violation of or noncompliance with said Executive Order No. Seventeen, notwithstanding that the Labor Commissioner may not be party to this Agreement. The parties to this contract, as part of the consideration hereof, agree that Executive Order No. Seventeen is incorporated herein by reference and made a part hereof. The parties agree to abide by said Executive Order and agree that the Contracting Agency and the State Labor Commissioner shall have joint and several continuing jurisdiction in respect to contract performance in regard to listing all employment openings with the Connecticut State Employment Service.

(c) Executive Order No. 16: Violence in the Workplace Prevention Policy. This contract is subject to the provisions of Executive Order No. Sixteen of Governor John G. Rowland promulgated August 4, 1999 and, as such, the contract may be canceled, terminated or suspended by the State for violation of or noncompliance with said Executive Order No. Sixteen. The parties to this contract, as part of the consideration hereof, agree: (1) The Contractor shall prohibit employees from bringing into the state work site, except as may be required as a condition of employment, any weapon or dangerous instrument as defined herein. (2) "Weapon" means any firearm, including a BB gun, whether loaded or unloaded, any knife (excluding a small pen or pocket knife), including a switchblade or other knife having an automatic spring release device, a stiletto, any police baton or nightstick or any martial arts weapon or electronic defense weapon. "Dangerous instrument" means any instrument, article, or substance that, under the circumstances, is capable of causing death or serious physical injury. (3) The Contractor shall prohibit employees from attempting to use, or threaten to use, any such weapon or dangerous instrument in the state work site and employees shall be prohibited from causing, or threatening to cause, physical injury or death to any individual in the state work site. (4) The Contractor shall adopt the above prohibitions as work rules, violations of which shall subject the employee to disciplinary action up to and including discharge. The Contractor shall insure and require that all employees are aware of such work rules. (5) The Contractor further agrees that any subcontract it enters into in the furtherance of work to be performed under this contract, shall contain provisions (1) through (4) of this section.

(d) Executive Order No. 7C: Integrity in State Contracting. This contract is subject to the provisions of Executive Order No. 7C of Governor M. Jodi Rell, promulgated on July 13, 2006 and, as such, this contract may be canceled, terminated or suspended by the State for violation of or noncompliance with said Executive Order No. 7C. The parties to this contract, as part of the consideration hereof, agree: (1) The State Contracting Standards Board ("Board") may review this contract and recommend to the State Contracting Agency, termination of this contract for cause. The State Contracting Agency shall consider the recommendations and act as required or permitted in accordance with the contract and applicable law. The Board shall provide the results of its review, together with its recommendations, to the State Contracting Agency and any other affected party in accordance with the notice provisions in the contract no later than fifteen (15) days after the Board finalizes its recommendation. For the purpose of this sub-section, "for cause" means a violation of the State Ethics Code (Connecticut General Statutes Chapter 10) or section 4a-100 of the general statutes, or wanton or reckless disregard of any state contracting and procurement process by any person substantially involved in this Contract or State Contracting Agency. (2) For purpose of the section, "contract" shall not include real property transactions involving less than a fee simple interest or financial assistance comprised of state or federal funds, the form of which may include but is not limited to grants, loans, loan guarantees, and participation interests in loans, equity investments and tax credit programs. Notwithstanding the foregoing, the Board shall not have any authority to recommend the termination of a contract for the sale or purchase of a fee simple interest in real estate following transfer of title. (3) Notwithstanding the contract value listed in Connecticut General Statutes (C.G.S.) sections 4-250 and 4-252, and section 8 of Executive Order No. 1, all state contracts between state agencies and private entities with a value of \$50,000 (fifty thousand dollars) or more in a calendar or fiscal year shall comply with the gift affidavit requirements of said sections and section 8 of Executive Order No. 1. For purposes of this section, the term "certification" shall include the campaign contribution and annual gift affidavits required by section 8 of Executive Order No. 1.

#### K. Laws and Regulations

(a) This contract, and any and all disputes arising out of or in connection therewith, shall in all respects be governed by the laws of the State of Connecticut.

(b) Contractor, its employees and representatives shall at all times comply with all applicable laws, ordinances, statutes, rules, regulations, and orders of governmental authorities, including those having jurisdiction over its registration and licensing to perform services under this contract.

(c) The Contractor agrees that the sole and exclusive means for the presentation of any claims against the State, or the Board of Trustees of Community-Technical Colleges, arising from this contract shall be in accordance with Chapter 53 of the Connecticut General Statutes (Claims Against the State) and the Contractor further agrees not to initiate legal proceedings in any state or federal court in addition to, or in lieu of, said Chapter 53 proceedings.

#### L. Indemnification

Contractor hereby agrees to indemnify, defend and hold harmless the State, its agencies, its officers, and its employees from and against any and all suits, actions, legal or administrative proceedings, claims, demands, damages, liabilities, monetary loss, interest, attorney's fees, costs and expenses of whatsoever kind or nature arising out of the performance of this contract, in any manner directly or indirectly caused, occasioned or contributed to in whole or in part, by reason of any act, omission, fault, willful misconduct or negligence of Contractor or its employees, agents or subcontractors.

#### M. Insurance

The Contractor agrees that while performing services specified in this contract that it shall carry sufficient insurance (liability and/or other) as applicable according to the nature of the service(s) to be performed so as to "save harmless" the State of Connecticut from any insurable cause whatsoever. If requested, certificates of such insurance shall be provided to the contracting state agency.

#### N. Non-Waiver

None of the conditions of this contract shall be considered waived by the State or the Contractor unless given in writing. No such waiver shall be a waiver of any past or future default, breach, or modification of any of the conditions of this agreement unless expressly stipulated in such waiver. In no event shall the making by the State of any payment to the Contractor constitute or be construed as a waiver by the State of any breach of covenant, or any default which may then exist, on the part of the Contractor and the making of any such payment by the State while any such breach or default exists shall in no way impair or prejudice any right or remedy available to the State in respect to such breach or default.

Q. Subpoenas

In the event the Contractor's records are subpoenaed pursuant to Conn. Gen. Stat. Section 36a-43, the Contractor shall, within twenty-four (24) hours of service of the subpoena, notify the person designated for the State on page one of this agreement to receive contract questions, of such subpoena. Within thirty-six (36) hours of service, the Contractor shall send a written notice of the subpoena together with a copy of the same to the person so designated for the State on page one of this agreement.

P. Survival

The rights and obligations of the parties which by their nature survive termination or completion of the contract, including but not limited to those set forth herein in sections relating to Indemnity, Nondisclosure, Promotion, and Confidentiality, shall remain in full force and effect.

Q. Sovereign Immunity

Notwithstanding any provisions to the contrary contained in this contract, it is agreed and understood that the State of Connecticut shall not be construed to have waived any rights or defenses of sovereign immunity which it may have with respect to all matters arising out of this contract.

R. Third Parties

The State shall not be obligated or liable hereunder to any party other than the Contractor.

S. Assignment

This contract shall not be assigned by either party without the express prior written consent of the other.

T. Severability

If any part or parts of this contract shall be held to be void or unenforceable, such part or parts shall be treated as severable, leaving valid the remainder of this contract notwithstanding the part or parts found to be void or unenforceable.

U. Headings

The titles of the several sections, subsections, and paragraphs set forth in this contract are inserted for convenience of reference only and shall be disregarded in construing or interpreting any of the provisions of this agreement.

V. Whistleblowing

This Agreement is subject to the provisions of § 4-61dd of the Connecticut General Statutes. In accordance with this statute, if an officer, employee or appointing authority of the Contractor takes or threatens to take any personnel action against any employee of the Contractor in retaliation for such employee's disclosure of information to any employee of the Contracting state or quasi-public agency or the Auditors of Public Accounts or the Attorney General under the provisions of subsection (a) of such statute, the Contractor shall be liable for a civil penalty of not more than five thousand dollars for each offense, up to a maximum of twenty per cent of the value of this Agreement.

Each violation shall be a separate and distinct offense and in the case of a continuing violation, each calendar day's continuance of the violation shall be deemed to be a separate and distinct offense. The State may request that the Attorney General bring a civil action in the Superior Court for the Judicial District of Hartford to seek imposition and recovery of such civil penalty. In accordance with subsection (f) of such statute, each large state Contractor, as defined in the statute, shall post a notice of the provisions of the statute relating to large state Contractors in a conspicuous place which is readily available for viewing by the employees of the Contractor.

W. FERPA

In performing services pursuant to this Agreement, Contractor shall comply with all applicable Connecticut Community Colleges Policies, federal and state statutes and regulations, including, but not limited to, Gramm-Leach-Bliley Act and the Family Educational Rights and Privacy Act ("FERPA") in the protection of all Connecticut Community College data.

X. SEEC

For all state contracts as defined in P.A. 07-1 as having a value in a calendar year of \$50,000 or more or a combination or series of such agreements or contracts having a value of \$100,000 or more, the authorized signatory to this agreement expressly acknowledges receipt of the State Election Enforcement Commission's notice advising state contractors of state campaign contribution and solicitation prohibitions, and will inform its principals of the contents of the notice. SEEC Form 11 can be found on the following pages.

**SEEC 11**

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

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

**Campaign Contribution and Solicitation Ban**

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

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

#### **Duty to Inform**

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

#### **Penalties for Violations**

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

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

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

#### **Contract Consequences**

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

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

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

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

#### **Definitions:**

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

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

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

"State contract" means an agreement or contract with the state or any state agency or any quasi-public agency, let through a procurement process or otherwise, having a value of fifty thousand dollars or more, or a combination or series of such agreements or contracts having a value of one hundred thousand dollars or more in a calendar year, for (i) the rendition of services, (ii) the furnishing of any goods, material, supplies, equipment or any items of any kind, (iii) the construction, alteration or repair of any public building or public work, (iv) the acquisition, sale or

lease of any land or building, (v) a licensing arrangement, or (vi) a grant, loan or loan guarantee. "State contract" does not include any agreement or contract with the state, any state agency or any quasi-public agency that is exclusively federally funded, an education loan or a loan to an individual for other than commercial purposes.

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

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

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

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

**Contract Proposal****Attachment B****THIS FORM MUST  
BE RETURNED WITH PROPOSAL**

Please read Carefully

BID NUMBER	DATE OF BID OPENING	TIME OF BID OPENING	AMOUNT OF SURETY (IF REQUIRED)	DATE ISSUED
CCC-10-01	September 3, 2009	11:30 AM	NONE	July 31, 2009
COMMODITY CLASS / SUBCLASS AND DESCRIPTION			PRE - BID SITE VISIT	
Business Intelligence and Analytical Solution			Not Applicable	
DIRECT QUESTIONS TO:			EMAIL:	
Sharon Kromas, Finance Officer			<a href="mailto:skromas@commnet.edu">skromas@commnet.edu</a>	
For:			CONTRACT PERIOD OR DATE REQUIRED:	
The Connecticut Community College System			To Be Determined	

**REQUEST FOR PROPOSAL**

Pursuant to the provisions of Section 4a-57 and 10a-151b of the General Statutes of Connecticut as amended. SEALED BIDS WILL BE RECEIVED by the Finance Department of Community-Technical Colleges' System Office for furnishing the commodities and / or services herein listed.

**AFFIRMATION OF BIDDER**

The undersigned bidder affirms and declares:

1. That this proposal is executed and signed by said bidder with full knowledge and acceptance of the laws of the State of Connecticut and terms and conditions listed herein.
2. That should any part of this proposal be accepted in writing by CCC within one hundred and twenty (120) calendar days from the date of bid opening unless an earlier date for acceptance is specified by bidder in proposal schedule, said bidder will furnish and deliver the commodities and/or services for which this proposal is made, in the quantities, and the prices bid, and in compliance with the provisions listed herein. Should award of any part of this proposal be delayed beyond the period of one hundred and twenty (120) days or an earlier date specified by bidder in proposal schedule, such award shall be conditioned upon bidder's acceptance.

**PROPOSAL:** The undersigned, accepting the conditions set forth herein, hereby agrees in strict accordance therewith, to furnish and deliver the commodities and/or services to the state agency or agencies named in the proposal at the prices bid therein.

<b>SIGNATURE WHEN BIDDER IS AN INDIVIDUAL</b>	TYPE OR PRINT NAME OF INDIVIDUAL		DOING BUSINESS AS (Trade Name)			
	BUSINESS ADDRESS		STREET	CITY	STATE	ZIP CODE
	WRITTEN SIGNATURE OF INDIVIDUAL SIGNING THIS BID		SOCIAL SECURITY NUMBER:		DATE EXECUTED	
	TYPE WRITTEN NAME				TELEPHONE NUMBER	
	NAME (TYPE OR PRINT NAMES OF PARTNERS) TITLE		NAME TITLE			
<b>SIGNATURE WHEN BIDDER IS A FIRM</b>	NAME TITLE		NAME TITLE			
	DOING BUSINESS AS (Trade Name)		BUSINESS ADDRESS		STREET	CITY STATE ZIP CODE
	WRITTEN SIGNATURE OF INDIVIDUAL SIGNING THIS BID		F.E.I NUMBER:		DATE EXECUTED	
	TYPE WRITTEN NAME				TELEPHONE NUMBER	
	FULL NAME OF CORPORATION		INCORPORATED IN WHAT STATE			
<b>SIGNATURE WHEN BIDDER IS A CORPORATION</b>	BUSINESS ADDRESS		STREET	CITY	STATE	ZIP CODE
	PRESIDENT		SECRETARY		TREASURER	
	WRITTEN SIGNATURE OF CORPORATION OFFICIAL OR PERSON DULY AUTHORIZED TO SIGN ON BEHALF THE ABOVE CORPORATION:				TITLE	
	TYPE WRITTEN NAME		TELEPHONE NUMBER		DATE EXECUTED	





## STATE OF CONNECTICUT

### GIFT AND CAMPAIGN CONTRIBUTION CERTIFICATION

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

#### INSTRUCTIONS:

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

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

#### GIFT CERTIFICATION:

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

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

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

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

#### CAMPAIGN CONTRIBUTION CERTIFICATION:

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



# STATE OF CONNECTICUT

## GIFT AND CAMPAIGN CONTRIBUTION CERTIFICATION

### Lawful Campaign Contributions to Candidates for Statewide Public Office:

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

### Lawful Campaign Contributions to Candidates for the General Assembly:

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

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

\_\_\_\_\_  
Printed Contractor Name

\_\_\_\_\_  
**Signature of Authorized Official**

Subscribed and acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_, 200\_\_.

\_\_\_\_\_  
**Commissioner of the Superior Court (or Notary Public)**

### For State Agency Use Only

\_\_\_\_\_  
Awarding State Agency

\_\_\_\_\_  
Planning Start Date

\_\_\_\_\_  
Contract Number or Description



## STATE OF CONNECTICUT CONSULTING AGREEMENT AFFIDAVIT

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

### INSTRUCTIONS:

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

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

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

**AFFIDAVIT:** [ Number of Affidavits Sworn and Subscribed On This Day: \_\_\_\_\_ ]

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

\_\_\_\_\_  
Consultant's Name and Title

\_\_\_\_\_  
Name of Firm (if applicable)

\_\_\_\_\_  
Start Date

\_\_\_\_\_  
End Date

\_\_\_\_\_  
Cost

Description of Services Provided: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

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

If YES:

\_\_\_\_\_  
Name of Former State Agency

\_\_\_\_\_  
Termination Date of Employment

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

\_\_\_\_\_  
Printed Name of Bidder or Vendor

\_\_\_\_\_  
Signature of Chief Official or Individual

\_\_\_\_\_  
Date

\_\_\_\_\_  
Printed Name (of above)

\_\_\_\_\_  
Awarding State Agency

Sworn and subscribed before me on this \_\_\_\_\_ day of \_\_\_\_\_, 200\_\_.

\_\_\_\_\_  
Commissioner of the Superior Court  
or Notary Public





## STATE OF CONNECTICUT

### AFFIRMATION OF RECEIPT OF STATE ETHICS LAWS SUMMARY

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

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#### INSTRUCTIONS:

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

#### CHECK ONE:

- ☐ I am a person seeking a large State construction or procurement contract. I am submitting this affirmation to the awarding State agency with my bid or proposal. [Check this box if the contract will be awarded through a competitive process.]
- ☐ I am a contractor who has been awarded a large State construction or procurement contract. I am submitting this affirmation to the awarding State agency at the time of contract execution. [Check this box if the contract was a sole source award.]
- ☐ I am a subcontractor or consultant of a contractor who has been awarded a large State construction or procurement contract. I am submitting this affirmation to the contractor.

#### IMPORTANT NOTE:

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

#### AFFIRMATION:

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

\* The summary of State ethics laws is available on the State of Connecticut's Office of State Ethics website at [http://www.ct.gov/ethics/lib/ethics/guides/contractors\\_guide\\_09\\_final.pdf](http://www.ct.gov/ethics/lib/ethics/guides/contractors_guide_09_final.pdf)

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Title

\_\_\_\_\_  
Firm or Corporation (if applicable)

\_\_\_\_\_  
Street Address

\_\_\_\_\_  
City

\_\_\_\_\_  
State

\_\_\_\_\_  
Zip

\_\_\_\_\_  
Awarding State Agency

# Attachment F - SEEC Form 10

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

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

### **Campaign Contribution and Solicitation Ban**

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

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

### **Duty to Inform**

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

### **Penalties for Violations**

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

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

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

### **Contract Consequences**

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

## Attachment F - SEEC Form 10

contract solicitation not being awarded to the prospective state contractor, unless the State Elections Enforcement Commission determines that mitigating circumstances exist concerning such violation.

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

Receipt acknowledged: \_\_\_\_\_  
(signature) (date)

Print name: \_\_\_\_\_

Title: \_\_\_\_\_

Company Name: \_\_\_\_\_

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

### Definitions:

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

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

"Principal of a state contractor or prospective state contractor" means (i) any individual who is a member of the board of directors of, or has an ownership interest of five per cent or more in, a state contractor or prospective state contractor, which is a business entity, except for an individual who is a member

## Attachment F - SEEC Form 10

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

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

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

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

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

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

Documentation in the form of an affidavit signed under penalty of false statement by a chief executive officer, president, chairperson, member, or other corporate officer duly authorized to adopt corporate, company, or partnership policy that certifies the contractor complies with the nondiscrimination agreements and warranties under Connecticut General Statutes §§ 4a-60(a)(1) and 4a-60a(a)(1), as amended

## Commission Expiration Date

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

(Revised 09/17/07)

The contract to be awarded is subject to contract compliance requirements mandated by Sections 4a-60 and 4a-60a of the Connecticut General Statutes; and, when the awarding agency is the State, Sections 46a-71(d) and 46a-81i(d) of the Connecticut General Statutes. There are Contract Compliance Regulations codified at Section 46a-68j-21 through 43 of the Regulations of Connecticut State Agencies, which establish a procedure for awarding all contracts covered by Sections 4a-60 and 46a-71(d) of the Connecticut General Statutes.

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

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

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

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**INSTRUCTIONS AND OTHER INFORMATION**

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

**1) Definition of Small Contractor**

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

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

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

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

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

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

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

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

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

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

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

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

**PRODUCTION WORKERS:** The job titles included in this category are chemical production machine setters, operators and tenders; crushing/grinding workers; cutting workers; inspectors, testers sorters, samplers, weighers; precious stone/metal workers; painting workers; cementing/gluing machine operators and tenders; etchers/engravers; molders, shapers and casters except for metal and plastic; and production workers.



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

### PART I - Bidder Information

Company Name Street Address City & State Chief Executive	Bidder Federal Employer Identification Number _____ Or Social Security Number _____
Major Business Activity (brief description)	Bidder Identification (response optional/definitions on page 1)  -Bidder is a small contractor. Yes__ No__ -Bidder is a minority business enterprise Yes__ No__ (If yes, check ownership category) Black__ Hispanic__ Asian American__ American Indian/Alaskan Native__ Iberian Peninsula__ Individual(s) with a Physical Disability__ Female__
Bidder Parent Company (If any)	- Bidder is certified as above by State of CT Yes__ No__
Other Locations in Ct. (If any)	- DAS Certification Number _____

### PART II - Bidder Nondiscrimination Policies and Procedures

1. Does your company have a written Affirmative Action/Equal Employment Opportunity statement posted on company bulletin boards? Yes__ No__	7. Do all of your company contracts and purchase orders contain non-discrimination statements as required by Sections 4a-60 & 4a-60a Conn. Gen. Stat.? Yes__ No__
2. Does your company have the state-mandated sexual harassment prevention in the workplace policy posted on company bulletin boards? Yes__ No__	8. Do you, upon request, provide reasonable accommodation to employees, or applicants for employment, who have physical or mental disability? Yes__ No__
3. Do you notify all recruitment sources in writing of your company's Affirmative Action/Equal Employment Opportunity employment policy? Yes__ No__	9. Does your company have a mandatory retirement age for all employees? Yes__ No__
4. Do your company advertisements contain a written statement that you are an Affirmative Action/Equal Opportunity Employer? Yes__ No__	10. If your company has 50 or more employees, have you provided at least two (2) hours of sexual harassment training to all of your supervisors? Yes__ No__ NA__
5. Do you notify the Ct. State Employment Service of all employment openings with your company? Yes__ No__	11. If your company has apprenticeship programs, do they meet the Affirmative Action/Equal Employment Opportunity requirements of the apprenticeship standards of the Ct. Dept. of Labor? Yes__ No__ NA__
6. Does your company have a collective bargaining agreement with workers? Yes__ No__ 6a. If yes, do the collective bargaining agreements contain non-discrimination clauses covering all workers? Yes__ No__ 6b. Have you notified each union in writing of your commitments under the nondiscrimination requirements of contracts with the state of Ct? Yes__ No__	12. Does your company have a written affirmative action Plan? Yes__ No__ If no, please explain.  13. Is there a person in your company who is responsible for equal employment opportunity? Yes__ No__ If yes, give name and phone number. _____ _____

1. Will the work of this contract include subcontractors or suppliers?    Yes\_\_ No\_\_

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

1b. Will the work of this contract require additional subcontractors or suppliers other than those identified in 1a. above? Yes\_\_ No\_\_

PART IV - Bidder Employment Information Date:

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

\*NOTE: JOB CATEGORIES CAN BE CHANGED OR ADDED TO (EX. SALES CAN BE ADDED OR REPLACE A CATEGORY NOT USED IN YOUR COMPANY)

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

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

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