

CONTRACT SUPPLEMENT
SP-37 Rev. 01/02

Purchasing Contact:
Marcie Wilson, AFAO

Telephone Number:
(860) 622-2329

STATE OF CONNECTICUT
DEPARTMENT OF INFORMATION TECHNOLOGY
CONTRACTS & PURCHASING DIVISION
101 EAST RIVER DRIVE, 4th Floor
EAST HARTFORD, CT 06108-3274

Contract Award Number

06ITZ0058

Contract Award Date

October 26, 2006

SUPPLEMENT DATE

November 2, 2009

CONTRACT AWARD SUPPLEMENT #6

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

COMMODITY CLASS/SUBCLASS & DESCRIPTION:

5020 – Educational Hardware, Software, Web-Based Application and Electronic Portfolio Tools

FOR: **Department of Education**
165 Capitol Avenue
Hartford, CT 06106

TERM OF CONTRACT:

One year with the option for three (3) one year extensions at the State's Sole Discretion

"All other Terms and Conditions remain the same."

AGENCY REQUISITION NUMBER: **SDE00000048**

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

Supplement #6 changes/updates the following:

Extends Contract Expiration Date to: October 29, 2010

Updates Lower Pricing for the following Vendors:

Digital BackOffice: Shared/Hosted Exchange 2007 – E-mail collaboration and Messaging tools between teachers, students and staff:

Per Unit : Full access from Outlook Client* - \$2.45 per account per month

Multiple Units: One time setup \$5.00 per account up to 50 users
(Call for quote over 50 users)

100Mb disk storage per account including anti-virus protection

Ant-Spam ad \$1.75 per account per month

*Requires VPN or private line for active directory integration

Ed. Records Bureau: Online Writing Practice Program – reduced to \$9.00 per student
(ERB) for unlimited access 24/7

Price of \$7.00 per student for subscriptions for more than 100,000 students

Vantage Learning: State of Connecticut pricing will be \$24.00 for a one year subscription, \$40.00 for a two years, and \$51.00 for three years

Note: ** Any vendors not listed above are no longer part of this Contract Award

APPROVED

Date Issued: **November 2, 2009**

Jacqueline Shirley
Director of Contracts & Purchasing Division
(Original Signature on Document in Procurement Files)

CONTRACT SUPPLEMENT
SP-37 Rev. 01/02

Purchasing Contact:
Marcie Wilson, AFAO

Telephone Number:
(860) 622-2329

STATE OF CONNECTICUT
DEPARTMENT OF INFORMATION TECHNOLOGY
CONTRACTS & PURCHASING DIVISION
101 EAST RIVER DRIVE, 4th Floor
EAST HARTFORD, CT 06108-3274

Contract Award Number 06ITZ0058
Contract Award Date October 26, 2006
SUPPLEMENT DATE May 26, 2009

CONTRACT AWARD SUPPLEMENT #5

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

COMMODITY CLASS/SUBCLASS & DESCRIPTION:

5020 – Educational Hardware, Software, Web-Based Application and Electronic Portfolio Tools

FOR: **Department of Education**
165 Capitol Avenue
Hartford, CT 06106

TERM OF CONTRACT:

One year with the option for three (3) one year extensions at the State's Sole Discretion

"All other Terms and Conditions remain the same."

AGENCY REQUISITION NUMBER: **SDE00000048**

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

Supplement #5 changes/updates the following:

- Reduces the yearly rate for the Educational Record Bureau's on-line Writing Practice Program for students in grades 3-12 from \$10.00 per student/ per year to \$9.00 per student/per year.**

APPROVED

Date Issued: May 26, 2009

Jacqueline Shirley
Director of Contracts & Purchasing Division
(Original Signature on Document in Procurement Files)

CONTRACT SUPPLEMENT
SP-37 Rev. 01/02

Purchasing Contact:
Marcie Wilson, PSO II

Telephone Number:
(860) 622-2329

STATE OF CONNECTICUT
DEPARTMENT OF INFORMATION TECHNOLOGY
CONTRACTS & PURCHASING DIVISION
101 EAST RIVER DRIVE, 4th Floor
EAST HARTFORD, CT 06108-3274

Contract Award Number 06ITZ0058
Contract Award Date October 26, 2006
SUPPLEMENT DATE October 21, 2008

CONTRACT AWARD SUPPLEMENT No. 4

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

COMMODITY CLASS/SUBCLASS & DESCRIPTION:

5020 – Educational Hardware, Software, Web-Based Application and Electronic Portfolio Tools

FOR: **Department of Education**
165 Capitol Avenue
Hartford, CT 06106

TERM OF CONTRACT:

One year with the option for three (3) one year extensions at the State's Sole Discretion

"All other Terms and Conditions remain the same."

AGENCY REQUISITION NUMBER: **SDE00000048**

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

This contract has been extended until October 25, 2009.

APPROVED

Date Issued: October 21, 2008

Jacqueline Shirley
Director of Contract & Purchasing Division
(Original Signature on Document in Procurement Files)

CONTRACT SUPPLEMENT
SP-37 Rev. 01/02

Purchasing Contact:
Marcie Wilson, PSO II

Telephone Number:
(860) 622-2329

STATE OF CONNECTICUT
DEPARTMENT OF INFORMATION TECHNOLOGY
CONTRACTS & PURCHASING DIVISION
101 EAST RIVER DRIVE, 4th Floor
EAST HARTFORD, CT 06108-3274

Contract Award Number 06ITZ0058
Contract Award Date October 26, 2006
SUPPLEMENT DATE October 25, 2007

CONTRACT AWARD SUPPLEMENT No. 3

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

COMMODITY CLASS/SUBCLASS & DESCRIPTION:

5020 – Educational Hardware, Software, Web-Based Application and Electronic Portfolio Tools

FOR: **Department of Education**
165 Capitol Avenue
Hartford, CT 06106

TERM OF CONTRACT:

One year with the option for three (3) one year extensions at the State's Sole Discretion

"All other Terms and Conditions remain the same."

AGENCY REQUISITION NUMBER: **SDE00000048**

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

This contract has been extended until October 25, 2008.

APPROVED

Date Issued: October 25, 2007

Jacqueline Shirley
Director of Contract & Purchasing Division
(Original Signature on Document in Procurement Files)

CONTRACT SUPPLEMENT
SP-37 Rev. 01/02

Purchasing Contact:
Marcie Wilson, PSO II

Telephone Number:
(860) 622-2329

STATE OF CONNECTICUT
DEPARTMENT OF INFORMATION TECHNOLOGY
CONTRACTS & PURCHASING DIVISION
101 EAST RIVER DRIVE, 4th Floor
EAST HARTFORD, CT 06108-3274

Contract Award Number 06ITZ0058
Contract Award Date October 26, 2006
SUPPLEMENT DATE November 1, 2006

CONTRACT AWARD SUPPLEMENT No. 2

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

COMMODITY CLASS/SUBCLASS & DESCRIPTION:

5020 – Educational Hardware, Software, Web-Based Application and Electronic Portfolio Tools

FOR: **Department of Education**
165 Capitol Avenue
Hartford, CT 06106

TERM OF CONTRACT:

One year with the option for three (3) one year extensions at the State's Sole Discretion

"All other Terms and Conditions remain the same."

AGENCY REQUISITION NUMBER: **SDE00000048**

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

Supplement No. 2 Add or Changes the following:

Vendor Name	Vendor ID No.
Educational Records Bureau	0000090809
Eutactics	0000090808

Date Issued: **November 22, 2006**

APPROVED

Jacqueline Shirley
Director of Contract & Purchasing Division
(Original Signature on Document in Procurement Files)

CONTRACT SUPPLEMENT
SP-37 Rev. 01/02

Purchasing Contact:
Marcie Wilson, PSO II

Telephone Number:
(860) 622-2329

STATE OF CONNECTICUT
DEPARTMENT OF INFORMATION TECHNOLOGY
CONTRACTS & PURCHASING DIVISION
101 EAST RIVER DRIVE, 4th Floor
EAST HARTFORD, CT 06108-3274

Contract Award Number 06ITZ0058
Contract Award Date October 26, 2006
SUPPLEMENT DATE November 1, 2006

CONTRACT AWARD SUPPLEMENT No. 1

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

COMMODITY CLASS/SUBCLASS & DESCRIPTION:

5020 – Educational Hardware, Software, Web-Based Application and Electronic Portfolio Tools

FOR: **Department of Education**
165 Capitol Avenue
Hartford, CT 06106

TERM OF CONTRACT:

One year with the option for three (3) one year extensions at the State's Sole Discretion

"All other Terms and Conditions remain the same."

AGENCY REQUISITION NUMBER: **SDE00000048**

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

Supplement No. 1 Add or Changes the following:

Vendor Name	Vendor ID No.
eMetric, LLC	0000090511
Thinkronize, Inc.	0000090512
Vantage Learning	0000052428

APPROVED

Date Issued: **November 1, 2006**

Jacqueline Shirley
Director of Contract & Purchasing Division
(Original Signature on Document in Procurement Files)

STATE OF CONNECTICUT
DEPARTMENT OF INFORMATION TECHNOLOGY
CONTRACTS & PURCHASING DIVISION
101 EAST RIVER DRIVE, 4th Floor
EAST HARTFORD, CT 06108-3274

Purchasing Contact:
Marcie Wilson, PSO II

Telephone Number:
(860) 622-2329

Contract Award # 06ITZ0058
Contract Award Date October 26, 2006
Expiration Date October 26, 2007

CONTRACT AWARD

IMPORTANT: THIS IS NOT A PURCHASE ORDER. DO NOT PRODUCE OR SHIP WITHOUT AN AGENCY PURCHASE ORDER.

COMMODITY CLASS/SUBCLASS & DESCRIPTION: **5020**

Educational Hardware, Software, Web-Based Application and Electronic Portfolio Tools

FOR:	Department of Education 165 Capitol Avenue Hartford, CT 06106	DELIVERY DATE REQ'D:	
		TERM OF CONTRACT: One year with the option for three (3) one year extensions at the State's Sole Discretion	
		AGENCY REQUISITION NUMBER: SDE00000048	
IN STATE (NON-SB) CONTRACT VALUE	DAS CERTIFIED SMALL BUSINESS CONTRACT VALUE	OUT OF STATE CONTRACT VALUE	TOTAL CONTRACT AWARD VALUE
\$100,000.00 Est.	\$---	\$350,000.00 Est.	\$450,000.00 Est.

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

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

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

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

CONTRACTOR INFORMATION:

Company Name : <i>Advanced Corporate Networking</i>			
Address: <i>192 Naugatuck Avenue, Milford, CT 06460</i>			
Tel. No.: <i>(203) 874-5545</i>	Fax No.: <i>(203)876-1788</i>	Contract Value: <i>\$50,000.00</i>	
Contact Person: <i>Dale Bruckhart</i>	Vendor ID #: <i>0000012528</i>	Delivery:	
Certification Type: <i>None</i> <small>(SBE, MBE, WBE or None)</small>	Terms: <i>Net 45 Days</i>	Supply to Political Sub-Divisions:	
Company E-mail Address: <i>daleb@digitalbackoffice.com</i>		Website: <i>www.digitalbackoffice.com</i>	
Company Name: <i>Educational Records Bureau</i>			
Address: <i>220 E. 42nd Street, Suite 100 New York, NY 10017</i>			
Tel No.: <i>(800) 989-3721 x306</i>	Fax No.: <i>(212) 370-4096</i>	Contract Value: <i>\$50,000.00</i>	
Contact Person: <i>Dr. David F. Clune</i>	Vendor ID# <i>0000090809</i>	Delivery:	
Certification Type: <i>None</i> <small>(SBE, MBE, WBE or None)</small>	Terms: <i>Net 45 Days</i>	Supply to Political Sub-Divisions:	
Company E-mail Address: <i>dclune@erblearn.org</i>		Website: <i>www.erblearn.org</i>	
Company Name: <i>Eutactics, Inc.</i>			
Address: <i>21 Salt Island Road, Cloucester, MA 01930</i>			
Tel No.: <i>877-204-7197</i>	Fax No.: <i>877-204-7197</i>	Contract Value: <i>\$50,000.00</i>	
Contact Person: <i>David Hutton</i>	Vendor ID# <i>0000090808</i>	Delivery:	
Certification Type: <i>None</i> <small>(SBE, MBE, WBE or None)</small>	Terms: <i>Net 45 Days</i>	Supply to Political Sub-Divisions:	
Company E-mail Address: <i>dave@eutactics.com</i>		Website: <i>www.eutactics.com</i>	

Company Name: eMetric, LLC		
Address: One Twin Oaks, 211 N. Loop 1604E, Suite 170, San Antonio, TX 78232		
Tel No.: (210) 496-6500	Fax No.: (210) 496-6504	Contract Value: \$50,000.00
Contact Person: Huixing Tang, Ph.D	Vendor ID# 0000090511	Delivery: 30 Days ARO
Certification Type: None (SBE, MBE, WBE or None)	Terms: Net 45 Days	Supply to Political Sub-Divisions: Yes
Company E-mail Address: htang@emetric.net		Website: www.emetric.net
Company Name: NCS Pearson, Inc. (Pearson School Systems)		
Address: 827 W. Grove Avenue, Mesa, AZ 85210		
Tel No.: (916) 399-7386	Fax No.: (916) 985-1092	Contract Value: \$50,000.00
Contact Person: Wayne Hartman	Vendor ID# 0000010837	Delivery:
Certification Type: None (SBE, MBE, WBE or None)	Terms: Net 45 Days	Supply to Political Sub-Divisions: Yes
Company E-mail Address: whartman@apple.com		Website: www.Pearsonschoolsystems.com
Company Name: Public Consulting Group		
Address: 148 State Street 10th Floor, Boston, MA 02109		
Tel No.: (800) 678-3702	Fax No.: (617) 426-4632	Contract Value: \$50,000.00
Contact Person: Bryan Hawkom	Vendor ID# 0000020037	Delivery: 60 Business Days ARO
Certification Type: None (SBE, MBE, WBE or None)	Terms: Net 45 Days	Supply to Political Sub-Divisions: Yes
Company E-mail Address: bhawkom@pcgus.com		Website: www.PCGUS.com
Company Name: ProTraxx, Inc.		
Address: 64 Wall Street, Suite 1E, Madison, CT 06443		
Tel No.: (866) 398-7299	Fax No.: (203) 245-0344	Contract Value: \$50,000.00
Contact Person: Patricia A. Kell	Vendor ID# 0000072723	Delivery: 30 Days AOR
Certification Type: None (SBE, MBE, WBE or None)	Terms: Net 45 Days	Supply to Political Sub-Divisions: Yes
Company E-mail Address: pat.kell@protraxx.com		Website: www.protraxx.com
Company Name: Vantage Learning		
Address: 110 Terry Drive, Newtown, PA 18940		
Tel No.: (800) 230-2213	Fax No.: (267) 756-1063	Contract Value: \$50,000.00
Contact Person: Michelle Cosner	Vendor ID# 0000052428	Delivery: ARO
Certification Type: None (SBE, MBE, WBE or None)	Terms: Net 45 Days	Supply to Political Sub-Divisions:
Company E-mail Address: mcosner@vantage.com		Website: www.vantagelearning.com
Company Name: Thinkronize, Inc.		
Address: 15 Triangle Park Drive, Cincinnati, OH 45246		
Tel No.: (877) 517-1125	Fax No.: (513) 731-1710	Contract Value: \$50,000.00
Contact Person: Alan Whisman	Vendor ID# 0000090512	Delivery: 3 days ARO
Certification Type: None (SBE, MBE, WBE or None)	Terms: Net 45 Days	Supply to Political Sub-Divisions: No
Company E-mail Address: awhisman@Thinkronize.com		Website: www.nettrekker.com

APPROVED

Marcie Wilson
Purchasing Officer II
IT Contracts & Purchasing Division
(Original Signature on Document in Procurement Files)

APPROVED

Jacqueline Shirley
Director of IT Contracts & Purchasing Division
(Original Signature on Document in Procurement Files)

Date Issued: October 26, 2006

Award Number 06ITZ0058

Purchasing Contact:
Marcie Wilson, PSO II

Telephone Number:
(860) 622-2329

E-Mail Address:
Marcie.Wilson@CT.gov

CONTRACT AWARD SCHEDULE 06ITZ0058	CONTRACT AWARD DATE October 25, 2006	
	DELIVERY Various	
	PAYMENT TERMS Net 45 Days	CASH DISCOUNT -- % -- Days

<i>Pricing includes all transportation charges FOB State Agency.</i> Page 1 OF 2	VENDOR NAME: Previous Pages
	VENDOR ID#: Previous Page

Department of Information Technology is issuing this contract award for

The Department of Education

for

Education Hardware, Software, Web-based Applications and Electronic Portfolio Tools

Instruction for use of this contract award:

- Contact information for all contracted vendors can be found listed on initial pages of this document.
- A brief description of each product offered by each individual vendor is provided on subsequent pages. You may also visit the vendor's website to get a more in-depth description of these products and applications.
- Only the products or applications listed in this contract award can be purchased using this award. Please verify by contacting individual vendors prior to purchasing.

VENDOR NAME: **Advanced Corporate Networking**

Product/Application:	Digital Back Office Hosted Class Server v.3.0
Brief Description:	Learning Management System for classroom use. Teachers may create learning resources and student assessments to support the delivery of the lesson plan, the assignment or the curriculum. Local professional development resources are available.
Description of Grade Level/Student Population:	All
Description of Subject Area:	All
Pricing Per Unit and/or multiple units:	Student Count: 100-499 \$12.50 per year, per student 500-1000\$9.25 per year, per student 1000 + \$9.25 per year, per student Professional development is not included.
Product/Application:	Digital Back Office Shared Exchange 2003
Brief Description:	E-Mail, Collaboration and messaging tools to improve communication between teachers, students and staff. Share calendars, send group notices, schedule meetings and maintain contacts.
Description of Grade Level/Student Population:	All
Description of Subject Area:	All
Pricing Per Unit and/or multiple units:	Outlook Web Access \$2.50 per account, per month. One time setup \$5.00 per account. 25MB Disk Space per account, Virus Protection Additional storage is \$1.00 per 20Meg per month Anti-SPAM add \$2.00 per account, per month. One time setup per domain name is \$375.00

VENDOR NAME: Educational Records Bureau

Product/Application:	ERB Writing Practice Program (WPP)
Brief Description:	The Writing Practice Program (WPP) is a web-based tool which is the outgrowth of a program that has been used effectively in hundreds of schools, nationally and internationally for over fifteen years, namely ERB's Writing Assessment Program (WrAP). Students in schools that have used the program typically achieve at the highest levels on assessments of student writing. Please see addendum for a full description.
Description of Grade Level/Student Population:	The WPP is suitable for students in grades 3-12.
Description of Subject Area:	All. The WPP is a web-based application designed to enhance student's writing skills through the use of artificial intelligence, using Measurement Inc.'s Project Essay Grade (PEG) software.
Pricing Per Unit and/or multiple units:	The WPP will be priced at \$9.00 per pupil for a full academic year, in addition to an annual cost to each district of \$295, which will cover membership in the Educational Records Bureau. These costs will include all support, and training to be provided either at regional educational centers, or given remotely online.
Product/Application:	The Children's Progress Academic Assessment
Brief Description:	The Children's Progress Academic Assessment is an innovative software program designed to evaluate children's Math and Language Arts skill development in Pre-Kindergarten through Grade 3. The Assessment covers the essential concepts in both subject areas, and is calibrated to end-of-year expectations, with items linked to CT state standards.
Description of Grade Level/Student Population:	The Children's Progress Academic Assessment is intended for students in Pre-Kindergarten, Kindergarten and Grades 1-3
Description of Subject Area:	The Children's Progress Academic Assessment evaluates core skills in school readiness mathematics and language arts for Pre-Kindergarten - Grade 3.
Pricing Per Unit and/or multiple units:	<p>Pricing for the Children's Progress Academic Assessment includes a year's subscription for use of the assessment, including:</p> <ul style="list-style-type: none"> - Unlimited access to assessments - Three separate banks of content for a Fall, Winter, and Spring administration - Unlimited access to Graphical (class, school, and district) and Narrative Reports, including scoring and score interpretation -Unlimited access to targeted Recommended Teaching Activities -Customer support and technical support for program installation and use -Account data upload and management <p>This product is offered at \$10 per student, with all services included, in addition to an annual cost to each district of \$295, which will cover membership in the Educational Records Bureau.</p> <p><u>Optional Training Services</u></p> <p>Training services are offered as an optional add-on. An introductory training for all staff users is normally priced at \$1500 per site. For the purposes of this bid, training is offered at a 50% reduction, at \$1000 per site, defined as a school or school program. This training is optional and can be selected by any site in addition to and in support of their use of the Children's Progress Academic Assessment.</p>

VENDOR NAME: eMetric, LLC

Product/Application:	CT Assessment Data Analyzer
Brief Description:	Allows educators to analyze student achievement on CMT/CAPT assessments to identify achievement gaps, guide instruction and curriculum and improve school planning.
Description of Grade Level/Student Population:	CMT: Grades 3-8 CAPT: Grade 10
Description of Subject Area:	Mathematics and Language Arts
Pricing Per Unit and/or multiple units:	\$2 per student per year (includes hosting, support and maintenance) Setup: \$500.00 year (The setup fee applies for the first year only and will cover expenses involved in setting up the basic infrastructure such as web server and database installation.) For subsequent years, CT will pay the CT Assessment Data Analyzer License fee to renew the license and continue using the system.
Product/Application:	Learn CT
Brief Description:	Learn CT is an integrated, web-based platform which supports both formative and summative assessments for statewide, district and school level use. The platform provides easy-to-use capabilities for item authoring, item selection or form construction, student data management, test scheduling and administration, test delivery, scoring and reporting.
Description of Grade Level/Student Population:	CMT: Grades 3-8 CAPT: Grade 10
Description of Subject Area:	CMT: Mathematics and Language Arts CAPT: Mathematics, Language Arts, Science and Social Studies
Pricing Per Unit and/or multiple units:	\$4 per student per year (includes hosting, support and maintenance) Setup: \$500.00 year (The setup fee applies for the first year only and will cover expenses involved in setting up the basic infrastructure such as web server and database installation.) <u>Added Value Service:</u> Interactive training: \$500/Session [Using Web-Conferencing supporting up to 5 Participants]

VENDOR NAME: Eutactics, Inc.

Product/Application:	SEMSNet
Brief Description:	Eutactics' SEMSNet, a Special Education Management System, provides Connecticut School Districts a confidential, secure and reliable web based data collection and document development system for the management of student, parent, school, district, and state special education reporting.
Description of Grade Level/Student Population:	SEMSNet, Special Education Management Software is applicable for grades Pre K-12 SEMSNet, Special Education Management Software is not subject area specific. SEMSNet has been designed around the Connecticut Individual Education Plan (IEP) to track and collect student data in a simple, teacher - and service provider-friendly, student centered "work flow process". Data is collected on forms identical to the Connecticut specific on-line IEP forms. Over 100 aggregated reports are available to meet student, parent, teacher, district, state and federal reporting requirement of IDEA and NCLB. In addition, information can be exported, and a report developer ensures that the system meets all reporting needs.
Description of Subject Area:	All
Pricing Per Unit and/or multiple units:	Pricing for Special Education Students, per student, based on number of students: Up to 1,000 special education students: \$15.00 per student 1,001 - 1,500 special education students: \$14.00 per student 1,501 - 2,000 special education students: \$13.00 per student 2,001 - 2,500 special education students: \$12.00 per student 2,501 - 3,000 special education students: \$11.00 per student More than 3001 special education students: \$10.00 per student Start up fee: \$2,995 per school district (On site in-service (per day): \$1,400)
Product/Application:	I504
Brief Description:	Eutactics' i504, a Management System for the 504 population, provides Connecticut School Districts a confidential, secure and reliable web based data collection and document development system for the management of student, parent, school, district, and state special education reporting.
Description of Grade Level/Student Population:	I504, Management System for the 504 population, is applicable for grades Pre K-12 I504, Management System for the 504 population, is not subject area specific. I504 has been designed around federal IDEA requirements to track and collect student data in a simple, teacher - and service provider-friendly, student centered "work flow process". Data is collected on forms which are easy to use and fulfill mandated requirements. Over 50 aggregated reports are available to meet student, parent, teacher, district, state and federal reporting requirement of IDEA and NCLB. In addition, information can be exported, and a report developer ensures that the system meets all reporting needs.
Description of Subject Area:	All
Pricing Per Unit and/or multiple units:	Pricing for Special Education Students, per student, based on number of students: Up to 1,000 special education students: \$10.00 per student 1,001 - 1,500 special education students: \$9.00 per student 1,501 - 2,000 special education students: \$8.00 per student More than 2001 special education students: \$7.00 per student Start up fee: \$2,995 per school district (On site in-service (per day): \$1,400)

VENDOR NAME: **NCS Pearson, Inc.**

Product/Application:	PowerSchool Premier and PowerSchool State Reporting for Connecticut
Brief Description:	PowerSchool Premier is a web-based student information system that is designed to deliver a dynamic school environment that satisfies the student data management needs of the entire school community. Parents, students, administrators, counselors, teachers, and staff have access to up-to-date data enabling higher productivity and data-driven decisions. PowerSchool Premier is an integrated application including an ODBC/SQL compliant, centralized database with a web-based architecture allowing access through the use of a standard web browser. PowerSchool's integrated feature set eliminates the need to purchase separate modules to receive the core functionality needed by schools and districts to manage their student data.
Description of Grade Level/Student Population:	PowerSchool Premier is designed for use in the K-12 school environment and is not specific to any specific grade level or student population. PowerSchool Premier utilizes a centralized database, centralized server configuration that provides access to both current and historical data.
Description of Subject Area:	All - PowerSchool Premier can be used throughout the K-12 environment and is not specific to one subject area.
Pricing Per Unit and/or multiple units:	PowerSchool Premier can be implemented by the district on-site or accessed via an Application Service Provider (ASP) solution. List price for PowerSchool Premier ASP deployment is \$14.00 per student (annual subscription fee) or \$21.75 per student when installed on-site at the district (perpetual license pricing). PowerSchool State Reporting for Connecticut is priced at \$1.00 per student. Additional fees for implementation, project management, and training services will apply.

VENDOR NAME: ProTraxx, Inc.

Product/Application:	EzTraxx Online
Brief Description:	EzTraxx Online is a complete web-based professional development management solution. Built upon the framework and functionality of our acclaimed CEU EzTraxx software, EzTraxx Online brings professional development management to a new level. EzTraxxOnline significantly decreases the administrative burden associated with managing your professional development programs by more than 60%, while dramatically improving your reporting capabilities with no additional software or hardware requirements. In addition to the significantly decreases the amount of paper and postage currently required and the associated cost.
Description of Grade Level/Student Population:	One of the most effective methods of improving student performance is through enhanced professional learning experiences that are specifically targeted to identify student and staff needs. As a provider of Professional Development Management Solutions, our applications ultimately impact all grade levels and student populations. They allow for the timely planning, tracking and evaluation of meaningful new opportunities that may be linked to multiple goals or specific standards by one or more grade levels. EzTraxx Online is populated with the Curriculum Frameworks for all subject areas and grade level and allows for tiered alignment at multiple levels - subject, content strand, or performance strand.
Description of Subject Area:	Our solutions allow administrators to plan, promote and report on their professional development offerings by numerous criteria including targeted audience, date ranges and subject areas. These subject areas are defined within the application by the codes established by the record keeping requirements published in the CEU Procedures Manual which are directly linked to the State of CT Curriculum Frameworks. They allow for the easy identification requirements at both the administrative and individual educator levels.
Pricing Per Unit and/or multiple units:	EzTraxx Online is an Application Service Provider (ASP) solution. ProTraxx hosts EzTraxx Online for our customers, eliminating the need for additional hardware, software and support costs. The pricing for EzTraxx Online is comprised of three (3) fees; an initial setup fee, a monthly subscription fee (based on the number of district staff), and data import and integration fees (optional). Initial Setup: This is a one-time setup fee per district/provider of \$2,000. The initial setup includes: Development of an Implementation Plan outlining the chosen approach to rollout, identified team members participating in the process, timeline, training schedule and benchmarks for successful launch; System Registration and Configuration; Population of EzAdmin standards data fields; Creation of Standard User Groups. Monthly Subscription Fee: ProTraxx's ASP service is priced according to the number of active employees or participants determined by ProTraxx and each provider at contract inception. The Monthly Subscription Fee will only change during the contract period when the total number of participants changes plus or minus 5%. ProTraxx's customary Monthly Subscription Fee for EzTraxx Online is \$1.25 per participant per month. ProTraxx is offering to reduce this monthly fee to \$1.00 per participant per month. The monthly subscription fees include: System Access by all registered staff; Email and Phone Customer Support for up to 5 identified Personnel; Application Upgrades, Product Enhancements, Nightly Database Backup (onsite & offsite).

VENDOR NAME: **Public Consulting Group, Inc.**

Product/Application:	EDPlan
Brief Description:	Edplan is a fully integrated, internet-based information management system to assist school districts in developing personalized education plans for individual students to ensure that they are achieving progress. This school accountability solution tracks, measures, and reports on each school's compliance with the No Child Left Behind Act's requirement that underachieving students make Adequate Yearly Progress (AYP).
Description of Grade Level/Student Population:	Students at risk of not achieving satisfactory results on state and district assessments pertaining to AYP.
Description of Subject Area:	All subjects accounted toward AYP.
Pricing Per Unit and/or multiple units:	\$18 per student includes complete customized software, 1 administrators training, up to 2 days of end user training, version updates, maintenance, hosting, licensing fee, and help desk support.
Product/Application:	EDSmart
Brief Description:	Edsmart is a fully supported suite of internet-based data warehousing and data analysis tools that focuses on three core capabilities: 1) Understanding, identifying and collecting important data 2) Providing online access to your data for desegregation, longitudinal studies, cohort studies, and custom analysis, and 3) Using data to inform decisions and prompt early action.
Description of Grade Level/Student Population:	All Grades can benefit from this tool.
Description of Subject Area:	All subjects per grade as well as state and district test results can be analyzed using Edsmart.
Pricing Per Unit and/or multiple units:	\$7.18/student in year one implementation with price decrease to \$6/student in year two and year three for a three year average of \$6.39. Consulting services range from \$150 to \$200 per hour. Such consulting could include data conversion, training, and data use capacity building.

VENDOR NAME: Public Consulting Group, Inc. (cont'd)

Product/Application:	LobbyGuard
Brief Description:	LobbyGuard is a highly effective visitor management software solution and visitor tracking system that enhances school safety and government building security. LobbyGuard records all visitor and employee traffic details, run instant background checks against national sex offender registry, prints photo ID badges, and provides access to a full range of visitor traffic reports from anywhere on the web. The LobbyGuard Kiosk incorporates a touch-screen kiosk interface, camera, driver license scanner, barcode scanner, and visitor badge printer to provide the user with a simple and complete method for signing in and out.
Description of Grade Level/Student Population:	LobbyGuard is designed for use at all grade levels in schools of all sizes, running instant background checks against all school visitors.
Description of Subject Area:	LobbyGuard is intended for general use in the front office of the school or building. It is used by all visitors and faculty for signing in and out of the school each day.
Pricing Per Unit and/or multiple units:	LobbyGuard is list price at \$8000, including all hardware and software. A discount of \$3000 off list price is provided for educational facilities, bringing the price for such facilities down to \$5000. Quantity discounts are available and tailored to the specific situation.
Product/Application:	
Brief Description:	SIF (Schools Interoperability Format) SIF provides the most flexible and cost effective way for districts to integrate the data in their many information management applications. Public Consulting Group's SIF Applications enable a District's SIF-certified applications to interact with one another and to be managed by our optional rules engine, ZIAnswers. Within this proposal, we also provide optional modules for using SIF to manage Active Directory accounts, to integrate EasyIEP special education management software with SIF Zones, and to produce dynamic websites using information from across a SIF Zone through Microsoft Windows SharePoint Services. Finally, we propose to add legacy systems to SIF Zones through the use of ZI Agent.
Description of Grade Level/Student Population:	PCG's SIF Applications are for use by administrators, teachers and members of a school or district's technology staff.
Description of Subject Area:	Public Consulting Group's SIF Applications are computer programs used by district administrative and technical staff to allow SIF certified information systems to work together.
Pricing Per Unit and/or multiple units:	SIF Zone application software, configuration and support price: \$14,500.00 Rules Engine (ZIAnswers): Price: District training workshops and configuration: \$12,500.00; ZIAnswers license: .50/student annually <2,500 minimum> EasyIEP SIF agent I. Installation, configuration, extended first year support - \$4,700 II. Managed service, including hosting and automatic updates: Year 1: \$0.85 per student district-wide <\$4,500 minimum> Year 2: \$0.70 per student district-wide <\$3,000 minimum> Active Directory Manager Module – ZIAD – Price: Installation and Configuration: \$7,200.00 License .50/student annually <minimum \$1,500.00> ZIPortal – Price: Installation and configuration: \$8,400.00 Annual license: .65/student <minimum \$2,000> ZI Agent – Price: \$14,950 8,970 support and maintenance following years.

VENDOR NAME: Thinkronize, Inc.

Product/Application:	netTrekker
Brief Description:	netTrekker is the award-winning online resource specifically designed for school use. netTrekker delivers more than 180,000 educator-selected online resources that support the complete K-12 curriculum and align with Connecticut Curriculum Frameworks, to every desktop. netTrekker d.i. supports the Connecticut teachers and librarians as they differentiate their instruction by matching educator-selected, standards-based online resources to individual students' learning needs.
Description of Grade Level/Student Population:	K - 12
Description of Subject Area:	<u>CT Frameworks:</u> Arts: Dance, Music, Theatre, Visual Arts - 1998 English Language Learner - 2005 Family and Consumer Science - 2002 Health Education - 1998 Information and Technology Literacy - 2006 Language Arts - 1998/2006, Language Arts Draft - 2005 Learning Resources and Information Technology - 1998 Mathematics - 1998/2005 Physical Education - 1998 Science - 1998/2004 Social Studies - 1998 , Technology Education - 1998 World Languages - 1998/2005
Pricing Per Unit and/or multiple units:	netTrekker Classic – Price per school base on number of schools: Number of Schools 1-2 \$1,195.00 3-5 \$1,095.00 6-9 \$ 995.00 netTrekker Classic – Price per student base on number of students: Number of Students 5,000 - 8,999 \$1.40 9,000 - 11,999 \$1.30 12,000 - 15,999 \$1.20 16,000 - 31,999 \$1.10 32,000 - 54,999 \$0.95 55,000 - 72,999 \$0.80 73,000 - 174,999 \$0.70 175,000 - 299,999 \$0.65 300,000 - 399,999 \$0.60 400,000 - 499,999 \$0.55 500,000 or more \$0.49 Professional Development – Price Per Day: \$1,000.00 Price for Travel - Per Trip: \$ 800.00 Web Training: \$ 400.00

VENDOR NAME: **Thinkronize, Inc. (cont'd)**

Pricing Per Unit and/or multiple units:

netTrekker d.i. – Price per school base on number of schools:

Number of Schools

1-2 \$1,595.00

3-5 \$1,495.00

6-9 \$1,395.00

netTrekker d.i. – Price per student base on number of students:

Number of Students

5,000 - 8,999 \$1.80

9,000 - 11,999 \$1.70

12,000 - 15,999 \$1.60

16,000 - 31,999 \$1.50

32,000 - 54,999 \$1.30

55,000 - 72,999 \$1.10

73,000 - 174,999 \$0.95

175,000 - 299,999 \$0.88

300,000 - 399,999 \$0.81

400,000 - 499,999 \$0.74

500,000 or more \$0.66

Professional Development – Price Per Day: \$1,000.00

Price for Travel - Per Trip: \$ 800.00

Web Training: \$ 400.00

VENDOR NAME: Vantage Learning

Product/Application:	Vantage Learning's MY Access! And Connecticut online writing programs
Brief Description:	MY Access! is a prompt driven web-based writing environment that provides instant feedback and scoring in each writing domain using award winning and patented artificial intelligence technology Called IntelliMetric. Connecticut Access is a prompt driven web based writing program that uses artificial intelligence technology and provides instant feedback and holistic scoring. Vantage programs engage and motivate students to improve their writing proficiency.
Description of Grade Level/Student Population:	MY Access! And Connecticut Access are designed for students in grade 4-13. Both products are aligned to the Connecticut Framework for Language Arts.
Description of Subject Area:	English, History, Social Studies, Science, Math and Health.
Pricing Per Unit and/or multiple units:	<p>MY Access! Student Subscription Price: per Year, per student based on number of students:</p> <p>1 - 2499: \$24 per student 2500 - 4999: \$22 per student 5000 - 9999: \$21 per student 10000 - 29999: \$20 per student 30000 - 49999: \$17 per student 50000 -999999: \$15 per student 100,000 and up: \$12 per student</p> <p>Connecticut Access minimum order quantity 100,000 Price is \$8 per student subscription, per year</p>



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SPECIAL TERMS AND CONDITIONS

1. Bidders must supply their earliest guaranteed delivery time (A.R.O.) and be specific.
2. Bidders must include all ancillary costs associated with the acquisition of a product or service in their bid. Failure to include specific reference to an applicable cost will be interpreted as that cost being included in the product or service price.
3. Bidders must be able, at the State's option, to demonstrate any/all proposed hardware/software products. Any required benchmark demonstration must be provided at a site approved by the State and without cost to the State.
4. Bidders must certify that their bid is good for the term of the contract award.
5. Bidders agree to accept purchase orders for additional quantities beyond that specified in this document for a period of 6 months after an award unless further extended by mutual consent or equipment is no longer available.
6. The State reserves the right to request complete documentation for any item proposed. Failure to provide said documentation upon request might result in disqualification from an award.
7. Notwithstanding any provision or language in this contract to the contrary, the Chief Information Officer may terminate this contract whenever he/she determines in his/her sole discretion that such termination is in the best interests of the State. Any such termination shall be effected by delivery to the Contractor of a written notice of termination. The notice of termination shall be sent by registered mail to the Contractor address furnished to the State for purposes of correspondence or by hand delivery. Upon receipt of such notice, the Contractor shall both immediately discontinue all services affected (unless the notice directs otherwise) and deliver to the State all data, drawings, specifications, reports, estimates, summaries, and such other information and materials as may have been accumulated by the Contractor in performing his duties under this contract, whether completed or in progress. All such documents, information, and materials shall become the property of the State. In the event of such termination, the Contractor shall be entitled to reasonable compensation as determined by the Chief Information Officer of the Department of Information Technology, however, no compensation for lost profits shall be allowed.



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8. TANGIBLE PERSONAL PROPERTY PROVISION

For the entire term of the Agreement and any and all of its extensions, the Contractor, on its own behalf and on behalf of all of its Affiliates, shall comply fully with the provisions of Conn. Gen. Stat. §12-411b, including, but not limited to, the following:

- (1) The Contractor and its Affiliates shall collect and remit to the State of Connecticut, Department of Revenue Services, on behalf of its customers any Connecticut use tax due under the provisions of Chapter 219 of the Connecticut General Statutes for items of tangible personal property sold by the Contractor or by any of its Affiliates in the same manner as if the Contractor and such Affiliates were engaged in the business of selling tangible personal property for use in Connecticut and had sufficient nexus under the provisions of Chapter 219 to be required to collect Connecticut use tax;
- (2) A customer's payment of a use tax to the Contractor or its Affiliates relieves the customer of liability for the use tax;
- (3) The Contractor and its Affiliates shall remit all use taxes they collect from customers no later than the last day of the month of the calendar quarter that follows the effective date of this Agreement or the last day of the tax collection period during which the tax was collected, whichever is later. Notwithstanding the previous sentence, if the Agreement provides for an earlier date, then that earlier date shall control;
- (4) The Contractor and its Affiliates are not liable for use tax billed by them but not paid to them by a customer; and
- (5) If the Contractor or its Affiliates fail to remit use taxes collected on behalf of their customers by the date required above, then they shall be subject to the interest and penalties provided for persons required to collect sales tax under Chapter 219 of the Connecticut General Statutes.

For purposes of this section of the Agreement, the word "Affiliate" means any person, as defined in Conn. Gen. Stat. §12-1, that controls, is controlled by, or is under common control with another person. A person controls another person if the person owns, directly or indirectly, more than ten per cent of the voting securities of the other person. The word "voting security" means a security that confers upon the holder the right to vote for the election of members of the board of directors or similar governing body of the business, or that is convertible into, or entitles the holder to receive, upon its exercise, a security that confers such a right to vote. "Voting security" includes a general partnership interest.

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

9. Bidders must bid on all new equipment only.

10. Bidders cannot substitute for a manufacturer's installed components.



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11. Bidders must list maintenance cost for hardware and software, If applicable. In describing your company's maintenance plans include: location of support center and guaranteed response times. Any award for said maintenance would be at the option of the state.
12. Bidder awards normally are made utilizing the Purchasing Division STANDARD BID AND CONTRACT TERMS AND CONDITIONS (SP-7A) or as specifically amended by the Special Bid and Contract Terms and Conditions contained herein.

If other than the aforementioned terms and conditions are to be utilized, i.e. an existing agreement or other specifically negotiated terms and conditions they must be clearly stated in the bid. The State reserves the right to reject any bid that does not comply with the State's contractual requirements.

ENERGY STAR REQUIREMENTS

13. All personal computers, notebook (laptop) computers, monitors, and desktop printers must meet U. S. Environmental Protection Agency Energy Star requirements for energy efficiency. Printers intended for high volume use in LAN environments are exempt from this requirement.
14. Personal computer, notebook computer and monitor recovery times from low power state to full power shall take no more than five seconds.
15. Personal computers, notebook computers and monitors must support (be compliant with) VESA DPMS and should support a minimum of three energy saving or operational modes: normal, standby and low power.
16. The Bidder must ship all personal computers, notebook computers, monitors, and desktop printers with the Energy Star low power feature activated or enabled.
17. All Systems MUST be DMI 2.0 Compliant with appropriate BIOS extensions, wired for Management WFM 2.0, remote wake on LAN capable, multiple remote boot protocol supported.

18. LICENSE OF PRODUCTS

a. Subject to the terms and conditions of this Invitation to Bid and receipt of a State Purchase Order, Supplier shall license and furnish to a Department the Product and Services referred to in the Invitation to Bid. Any such license shall be nonexclusive and nontransferable. Such State Purchase Order shall contain, as a minimum, the following information:

- 1) Department Installation Site and Contact Person;
- 2) Desired Delivery Date;
- 3) Identity of this Agreement by Reference Number and Product Schedule;
- 4) Product Number, Description and Quantity;
- 5) License Term, Applicable Rate and Quantity Extensions;
- 6) Installation and Other One-Time Charge Rate(s) (If Applicable); and
- 7) Desired Maintenance and/or Support and Rate (If Applicable).



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b. A Department is authorized to use any licensed software Product to develop and/or enhance said Department's systems, in the pursuit of its own business interests.

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

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

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

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

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

19. DEPARTMENT TRAINING

Supplier shall provide such pre-installation and post-installation Product compatibility system surveys, consultation, reference manuals and on-site operational training as to facilitate proper installation and operation of all Products. Additional Supplier assistance, if requested by a Department, shall be furnished at Department expense at the then applicable Supplier prices for such services as stated in the applicable Purchase Order.

20. TRAVEL EXPENSES

Travel will be reimbursed only if the travel is approved in advance by the contracting agency. Reimbursement for per diem Contractor travel will be handled as follows:

- Mileage will be reimbursed at the rate paid to State Managers. In-state travel will be reimbursed using the standard Department of Transportation mileage charts. Interstate travel will be reimbursed based upon mileage calculations readily available on a common Internet site (i.e., Yahoo, Lycos and similar sites). Tolls, taxi, shuttle service, parking and other travel charges will require receipts for reimbursement.
- Meals will be reimbursed at the rate paid to State Managers, using Connecticut rules. Tax and gratuity will be added to the meal reimbursement.



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- Travel by air or rail will be reimbursed at the most economical available rate. Receipts must be provided to support charges.
- Lodging will be reimbursed at the most economical available rate. Receipts must be provided to support charges.

21. DELIVERY, INSTALLATION & DEINSTALLATION

- a. A Department shall undertake at its own expense to prepare and make available any system for installation of any Product in accordance with Supplier-furnished Specifications.
- b. If Department installation requirements exceed Supplier Specifications, the Department shall be charged, at prices in effect at the time of Department's order, for the extra work or ancillary products required to complete installation.
- c. Department ordered de-installation, relocation and reinstallation of any Product previously installed which requires Supplier assistance shall be at a Department's at a mutually agreed upon price.

22. CONFIDENTIALITY; NONDISCLOSURE

- a. A Department shall exercise at least the same degree of care to safeguard any license software Product as a Department does its own property of a similar nature and shall take reasonable steps to assure that neither the Product nor any part thereof received by Department under this Agreement shall be disclosed for other than its own business interests. Such prohibition on disclosures shall not apply to disclosures by a Department to its employees or its representatives, provided such disclosures are reasonably necessary to Department's use of the Product, and provided further that Department shall take all reasonable steps to insure that the Product is not disclosed by such parties in contravention of this Agreement.
- b. A Department shall use any license software Product only in the pursuit of its own business interests. Customer shall not sell, lease, license or otherwise transfer with or without consideration, any such Product to any third party (other than those non-designated third parties that have need to know and agree to abide by the terms of this Section 10.) or permit any third party to reproduce or copy or otherwise use such Product. Customer will not create derivative works, translate, reverse engineer or decompile the Product software, in whole or in part, nor create or attempt to create, by reverse engineering or disassembling of the design, algorithms or other proprietary trade secrets of the source code version of the Product software.
- c. Supplier hereby agrees that:
 - 1) All Department information exposed or made available to Supplier or its representatives shall be considered confidential and handled as such.
 - 2) Any such Department information is not to be removed, altered, or disclosed to others in whole or in part by Supplier and its representatives.



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

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

23. MAINTENANCE & SUPPORT

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

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

2) Supplier shall provide Improvements which may be available to Supplier to any Product; and

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

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

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

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

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

f. Supplier shall typically respond to a Department's telephone requests for technical support relative to any installed Product within two (2) hours of such requests during Department weekday working hours (8:00 A.M. to 5:00 P.M., Eastern time). Failure to provide reasonable and competent telephone assistance, the Customer's sole determination, within the two (2) hour period shall entitle said Department to either credit or reimbursement against the applicable Product invoice in regard to a nonperpetual license in the amount of ten percent (10%) of the Supplier's current license fee for each succeeding two (2) hour period that said reasonable and competent assistance is not provided by Supplier. For a perpetual license, the amount shall be 1/6 times the related Product Schedule



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annual maintenance and support charge, or two (2) times the related Product Schedule monthly maintenance and support charge, as the case may be, whether payable or not by a Department, for each succeeding two (2) hour period that said reasonable and competent assistance is not provided by Supplier.

24. WARRANTIES

a. Supplier hereby warrants its ownership and/or marketing rights to the Products. Unless stated otherwise in an Attachment, Supplier hereby warrants that a Product installed by Supplier, or installed by a Department in accordance with Supplier's instructions, shall function according to the Specifications on the Acceptance Date for such Product, and that Supplier shall modify and/or replace such Product as necessary to maintain ongoing Product reliability according to Section 23. MAINTENANCE & SUPPORT. This latter warranty shall not apply to any Product deficiency caused by maintenance by a person other than the Supplier or its representative.

b. If the ongoing performance of a Product does not conform to the Section 23. MAINTENANCE & SUPPORT provisions of this Agreement, a Department shall give Supplier written notice of performance deficiencies. Supplier shall then have not more than a ten (10) calendar day cumulative cure period per twelve (12) month period to correct such deficiencies. If the cumulative number of days in a twelve (12) month period is exceeded, and said performance continues to be in nonconformance with said Section 23, the Supplier shall be in default of this Agreement and the Customer at its option may thereupon:

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

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

Termination of a lump-sum payment perpetual license

Period license of terminated Product has been in effect starting with Acceptance Date:

- 1st - 12th month - 75% of license fee paid to be refunded
- 13th - 24th month - 50% of license fee paid to be refunded
- 25th - 36th month - 25% of license fee paid to be refunded
- 37th month and over - No refund

Termination of associated services or a periodic payment license or a lump-sum payment non-perpetual license

Fee paid by a Department applicable to the period following default shall be refunded to the Department.

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



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SCOPE

These Standard Bid and Contract Terms and Conditions are a part of each Invitation to Bid and Contract Award. Unless otherwise stated or the context clearly so indicates, these terms and conditions apply in like force to contracts for the purchase of personal property and contractual services.

All Invitations to Bids issued by the Department of Information Technology's Contracts & Purchasing Division will bind Bidders to the terms and conditions herein set forth, **except** as specifically qualified in *Special Bid and Contract Terms and Conditions* issued in connection with any individual Invitation to Bid.

DEFINITIONS

As used herein, as well as in all specifications, Invitation to Bids, awards, contracts, etc., issued by the Contracts & Purchasing Division the following definitions shall apply, unless otherwise indicated:

State: The State of Connecticut

Contracts Division: Department of Information Technology, Contracts & Purchasing Division of the State of CT

Agency: Any or all State Departments, Institutions and Agencies,

Bidder: Any Individual, Firm or Corporation submitting bids on an invitation to Bid issued by the Contracts & Purchasing Division

Contractor: Any Individual, Firm or Corporation to which a contract is awarded against a bid submitted

Invitation to Bid: The document, which states, for the information of prospective suppliers, the terms and conditions under which a specified procurement will be made in a particular instance

Bid: An offer submitted in response to an Invitation to Bid, to furnish supplies or services to the State under certain prescribed conditions, at a stated price

Lowest Responsible Qualified Bidder: The bidder whose bid is the lowest of those bidders possessing the skill, ability and integrity necessary for faithful performance of the work based on criteria set forth in the bid proposal and considering past performance and financial responsibility

Contract: The acceptance by the State of an offer by a bidder to furnish supplies or services at a stated price in response to an invitation for bids

Any alleged oral Contract or arrangement made by a Bidder or Contractor with any State Agency, the Contracts & Purchasing Division, or an employee of the Division, will be disregarded.

SUBMISSION OF BIDS

1. Bids must be submitted on and in accordance with forms supplied by the Contracts Division. Telephone or facsimile bids will not be accepted under any circumstances in response to a sealed Invitation to Bid.

2. The time and date bids are to be opened is given in each bid issued. Bids received after the specified time and date of bid opening shall not be considered. All bids must be sealed in envelopes supplied by the Bidder. All bids must be addressed to the State of Connecticut, Dept. of Information Technology, Contracts & Purchasing Division, 101 East River Drive, East Hartford, Connecticut 06108-3274. Sealed Bid envelopes must clearly indicate the bid number as well as the date and time of the opening of the bid. The name and address of the Bidder should appear in the upper left-hand corner of the envelope.

3. Bidders are cautioned to verify their bids, before submission, as amendments to bids submitted, if received by the Contracts Division

after time specified for opening of bids, shall not be considered. This applies to bids sent by mail and those delivered in person. An original and one (1) copy of the bid shall be returned to the Contracts and Purchasing Division. Bids shall be handwritten in ink, typewritten, or computer prepared. Bids submitted in pencil shall be rejected. A person duly authorized to sign bids on behalf of the bidder shall sign all bids. **Unsigned bids shall be rejected. All signatures shall be original signatures**, unless there is specific authorization from the Contracts and Purchasing Division for the use of non-manual forms of signature. **Bidders are cautioned that the person signing form SP-26, Bid Proposal page or his authorized designee must initial errors, alterations or corrections on both the original and copy of form SP-16, Bid Schedule page.** This includes erasures; alterations, corrections, whiteout, or any "cover up method" to change the unit price, total price, quantity, unit and description of commodities and/or services. Failure to do so shall **result in automatic rejection of the bid**. In the event an authorized designee initials the correction, there must be written authorization from the person signing the Bid Proposal.

4. All information required in the bid documents must be submitted to constitute a formal bid. Failure to provide such information and incomplete bid forms may result in disqualification of bid. Any Addendum issued after the bid posting and before bid closure, **must be signed** by an authorized representative of the bidder and **returned** with the bid or before the bid opening. Failure to sign and return any addendum will result in rejection of the bid.

5. Conditional bids are subject to rejection in whole or in part. A conditional bid is defined as one which limits, modifies, expands, or supplements any of the terms and conditions and/or specifications of the Invitation to Bid.

6. Bids may be submitted for all or any part of total quantities or for any or all agency requirements listed in the bid, unless otherwise specifically indicated.

7. Alternate bids will not be considered unless specifically called for in the Invitation to Bid. An alternate bid is defined as one that is submitted in addition to the bidder's primary response to the specified bid. Multiple bid(s) shall not be considered for any item unless specifically requested in the bid. A multiple bid is defined as more than one response to the same Bid by the same bidder whether on a separate bid form or attached to initial bid response.

8. Unless limited by the term "no substitute," the use of the name of a manufacturer or of any particular make, model, or brand in describing an item, does not restrict bidders to that manufacturer or specific article. This means it is being used simply to indicate the character or quality of the article so described: but the article offered must be of such character and quality and include any applicable options, accessories, etc. That it will serve the purpose for which it is to be used equally as well as that specified, and shall be deemed by the State to be so warranted by the bidder. Bids on comparable items must clearly state the exact article being offered including any and all applicable options, accessories, etc., and bidder shall furnish such other information concerning the article being, offered as will be helpful in evaluating its acceptability for the purpose intended. If the bidder does not indicate that the article he offers is other than as specified, it will be understood that the bidder is offering, the article exactly as specified.

9. Prices should be extended in decimals, not fractions; to be net, and shall include transportation and delivery charges fully prepaid by the contractor to the destination specified in the bid, and subject only to cash discount.



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www.ct.gov/doit

Contract Award 06ITZ0058
Purchasing Contact: Marcie Wilson
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Fax: (860) 610-0857

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10. In accordance with section 12-412 of the Connecticut General Statutes, the State of Connecticut is exempt from the payment of excise, transportation and sales taxes imposed by the Federal)

Government and/or the State. Such taxes must not be included in bid prices.

11. In the event of a discrepancy between the unit price and the extension, the unit price shall govern. Any discrepancy between the two copies of the bid schedule submitted shall result in rejection of bids for items so affected, except in the event of bids awarded on a total basis, in which case the lower total price will be considered in making the award.

12. Bidder declares that the bid is not made in connection with any other Bidder submitting, a bid for same commodity or commodities, and is in all respects fair and without collusion or fraud. Whenever a non-collusive bid statement form is issued as part of an invitation for bids, such statement must be completed in every detail or bid may be subject to rejection.

13. All bids will be opened and read publicly, unless stated otherwise. Bidders may be present or be represented at all openings. Upon award, bids are subject to public inspection by appointment during normal business hours of the Contracts and Purchasing Division. Summaries of bids received are not distributed by the Contracts and Purchasing Division nor given out by telephone.

14. The Contracts Division reserves the right to amend or cancel an Invitation to Bid prior to the date and time of bid opening.

GUARANTY OR SURETY

15. A guaranty that bidder will execute contract and furnish performance surety, when requested and within ten (10) days after execution date of contract, shall, if required, be submitted with bid. Guaranty may be submitted in any one of the following forms:

- Annual bid bond in the amount of \$5,000.00 to cover all bids up to \$50,000.00 submitted within one year.
- Individual bid bond for up to ten (10) percent of the total amount of each separate bid.
- Certified check made payable to "Treasurer, State of Connecticut," for up to ten (10) percent of the total amount of each separate bid.

16. Performance surety binding the Contractor faithfully to fulfill the obligations of his bid as accepted may be required. Such surety in an amount up to one hundred (100) percent of each separate award, may be submitted in the form of a performance bond, of a licensed surety company, certified check or irrevocable letter of credit from a Commercial Banking Institution.

17. Bonds must meet the following requirements:

- Corporation: An official of the corporation above his official title must sign the Bond and the corporate seal must be affixed over his signature.
- Firm or Partnership: All the partners must sign the bond and indicate they are "Doing Business As (name of firm)".
- Individual: The Individual owning the business and indicated "Owner" must sign the bond.
- The surety company executing the bond must be licensed to do business in the State of Connecticut, or a company so licensed must countersign bond.

- An official of the surety company must sign the bond and the corporate seal must be affixed over his signature.
- Signatures of two witnesses for both the principal and the surety must appear on the bond.
- Power of Attorney for the official signing the bond for the surety company must be submitted with the bond, unless such Power of Attorney has previously been filed with the Division.

SAMPLES

18. All specifications are minimum standards. Accepted bid samples do not supersede specifications for quality. However, if any accepted bid sample is superior in quality to the specifications. All deliveries shall have the same identity and quality as the accepted bid sample.

19. Samples, when required, must be submitted strictly in accordance with instructions: otherwise bid may not be considered. If samples are requested subsequent to opening, of bids, they shall be delivered as specified in bid. Samples must be furnished free of charge and must be accompanied by descriptive memorandum indicating if the Bidder desires their return, provided they have not been used or made useless by test. Samples may be held for comparison with deliveries. Bidders may retrieve samples at the Contracts & Purchasing Division.

20. When the bid indicates that an item is to be equivalent to a sample, such samples will be on display at the Contracts and Purchasing Division unless another location is specified. Failure on the part of a Bidder to examine sample shall not entitle him to any relief from the conditions imposed by the Invitation to Bid.

AWARD

21. Award will be made to the lowest, responsible, qualified Bidder. Past performance and financial responsibility shall always be factors in making this determination. The quality of the articles or services to be supplied, their conformity with specifications, their suitability to the requirements of the State, the delivery terms and administrative costs of the State as currently prescribed by the Contracts & Purchasing Division, will be taken into consideration in making the award.

22. The Contracts & Purchasing Division reserves the right to award by item, or part thereof, groups of items, or all items of the bid; to reject any and all bids in whole or in part; to waive minor irregularities and omissions if, in the Contracts and Purchasing Division's judgment, the best interest of the State will be served.

23. The Contracts & Purchasing Division reserves the right to make awards within thirty (30) days or an earlier date specified by a Bidder in his bid, such awards shall be conditioned upon Bidder's acceptance.

24. A Bidder, if requested, must be prepared to present evidence of experience, ability, service facilities, factory authorization and financial standing necessary to meet satisfactorily the requirements set forth or implied in the bid.

25. The quantities listed in the bid schedule may be increased or decreased by the Contracts & Purchasing Division to meet new or amended requirements of state agencies between the time the bid is issued and the time award is made, subject to the Bidder's acceptance.

26. All other factors being equal, preference may be given to resident bidders of the State and to commodities produced or manufactured in the State.

27. Bidders may offer cash discount for prompt payment, but such cash discount will not be taken into consideration in determining low bidder except in the case of tie bids.



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28. The Contracts & Purchasing Division reserves the right to reject the bid of any bidder in default of any prior contract or guilty of misrepresentation, or of any company having as its sales agent or representative, or member of the firm, an Individual in default or guilty of misrepresentation

29. The Contracts & Purchasing Division reserves the right to correct inaccurate awards resulting from their clerical or administrative errors.

CONTRACT

30. Each bid will be received with the understanding that the acceptance in writing, by the Contracts & Purchasing Division of the offer to furnish any or all of the commodities or services described therein, shall constitute a contract between the Bidder and the State, which shall bind the Bidder on his part to furnish and deliver the commodities and/or services at the prices given and in accordance with conditions of said accepted bid and specification and Standard Bid and Contract Terms and Conditions form SP-7A of current issue and the State on its part to order the commodities and/or services from such contractor, except for causes beyond reasonable control, and subject to the availability of appropriated funds, and to pay for at the contract prices, all commodities or services ordered and delivered. The State reserves the right to order up to ten (10) percent more or less than the quantity listed in the bid or as amended in the award, excludes estimated quantities. C.H.R.O. figures are for reporting purposes only and shall not be part of the contract. Contract acceptance is not an order to ship. See No. 40.

31. Subject to the acceptance of the contractor quantities may be ordered against contracts by State Agencies not originally or specifically mentioned. Quantities may also be transferred between agencies under an adjustment in transportation costs providing such transportation costs are based on separately determined delivery costs to individual agencies.

32. No alterations or variations of the terms of contract shall be valid or binding upon the State unless made in writing and signed by the Contracts & Purchasing Division.

33. Contracts will remain in force for the full period specified unless:

- a. Terminated prior to expiration by satisfactory delivery against orders of entire quantities contracted for.
- b. Extended upon written authorization of the Contracts & Purchasing Division and accepted by Contractor, to permit ordering of unordered balances or additional quantities at contract price and in accordance with contract terms.

34. It is mutually understood and agreed that the Contractor shall not assign, transfer, convey, sublet, or otherwise dispose of his contract or his right, title or interest therein, or his power to execute such contract, to any other person, firm or corporation, without the previous written consent of the Contracts & Purchasing Division.

35. Emailing or faxing a notice of award to a bidder will constitute notice of acceptance of contract. If any bidder refuses to accept, a contract awarded to him within ten (10) days of said notice, such contract may be awarded to the next lowest responsible qualified bidder, and so on until such contract is awarded and accepted. Refusal to accept a contract after the ten (10) day period shall not be considered and such bidder shall be subject to the provisions of paragraph 38.

36. Notwithstanding any provisions of language in this contract to the contrary, the Chief Information Officer may terminate this contract whenever he/she determines in his/her sole discretion that such termination is in the best interests of the State. Any such termination shall be effected by delivery to the Contractor of a written notice of

termination. The notice of termination shall be sent by registered mail to the Contractor address furnished to the State for purposes of correspondence or by hand delivery. Upon receipt of such notice, the Contractor shall both immediately discontinue all services affected (unless the notice directs otherwise) and deliver to the State all data, drawings, specifications, reports, estimates, summaries, and such other information and materials as may have been accumulated by the Contractor in performing his duties under this contract, whether completes or in progress. All such documents, information and materials shall become the property of the State. In the event of such termination, the Contractor shall be entitled to reasonable compensation as determined by the Chief Information Officer of the Department of Information Technology, however, no compensation for lost profits shall be allowed.

37. The contract may be canceled or annulled by the Contracts & Purchasing Division upon nonperformance of contract terms or failure of the Contractor to furnish performance surety within ten (10) days from date of request. Any unfulfilled deliveries against such contract may be purchased from other sources at the Contractor's expense.

38. Failure of a Contractor to deliver articles or perform services within the time specified on his bid proposal, or as amended by the Contractor and accepted by the Contracts & Purchasing Division, or within reasonable time as interpreted by the Contracts & Purchasing Division, or failure to make replacement of rejected commodities or fulfill unperformed services when so requested, immediately or as directed by the Contracts & Purchasing Division, will constitute authority for the Contracts & Purchasing Division to purchase on the open market, commodities or services to replace those which have been rejected, not delivered, or not performed. The Contracts & Purchasing Division reserves the right to authorize immediate purchases on the open market against rejections on any contract when necessary. On all such purchases, the Contractor agrees to promptly reimburse the State for excess cost occasioned by such purchases. Such purchases will be deducted from the contract quantities. However, should public necessity demand it, the State reserves the right to use or consume commodities delivered which are substandard in quality, subject to an adjustment in price to be determined by the Contracts & Purchasing Division.

39. When commodities must be removed by the Contractor from the premises of the Agency within forty-eight (48) hours after notification, unless public health and safety require immediate destruction or other disposal of such rejected delivery. Rejected items left longer than forty-eight (48) hours will be considered as abandoned and the State shall have the right to dispose of them as its own property.

40. Contract acceptance is not an order to ship. Purchase Orders against contracts will be placed by Agencies directly with the Contractor. All orders must be in writing and must bear the contract number and approval of the State Comptroller. Contractor making delivery without formal written order does so at his own risk.

41. The Contracts & Purchasing Division reserves the right to disqualify/make ineligible remove from mailing list for future bids for an indeterminate period, the name of any Bidder for failure to accept contract, (after 10 days notice as defined in par. 36) or the name of any Contractor for unsatisfactory performance of contract or failure to reimburse the State for open market purchases made to contractor or default as outlined in paragraph 38.

CONTRACT GUARANTY

42. Contractor hereby agrees to:

- a. Perform contract in accordance with the specifications and bid under which the contract was awarded.



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- b. Save the state, its agents, or employees harmless from liability of any kind for the use of any copyrighted composition, secret process, patented invention, article or appliance furnished or used in the performance of the contract of which the contractor is not the patentee, assignee, or licensee.
- c. Guarantee products against defective material or workmanship and to repair or replace any damage or marring occasioned in transit.
- d. Furnish adequate protection from damage for all work and to repair damages of any kind, for which he or his workmen are responsible, to the premises or equipment, to his own work or to the work of other contractors.
- e. With respect to contracts for the provision of services to pay for all permits, licenses, and fees, and to give all notices and comply with all applicable laws, ordinances, rules and regulations of the city or town in which the service is to be provided, of the State of Connecticut and of the federal government.
- f. With respect to contracts for the provision of services to carry proper insurance to protect the State from loss.

DELIVERY

- 43. It shall be understood and agreed that any and all commodities furnished shall comply fully with all applicable Federal and State laws and regulations.
- 44. Any equipment delivered must be standard new equipment, latest model, except as otherwise specifically stated in bid. Where any part or nominal appurtenances of equipment are not described, it shall be understood that all the equipment and appurtenances which are usually provided in the manufacturer's stock model shall be furnished.
- 45. Materials and supplies delivered must be new items except as otherwise specifically stated in bid.
- 46. Delivery must be made as ordered and in accordance with bid. Unless otherwise specified in the bid, delivery shall be to agency loading, dock or receiving, platform. Contractor or contractor's shipping designee shall be responsible for removal of goods from the carrier and placement on agency loading dock or receiving platform. State receiving personnel are not required to assist in this process. The decision of the Contracts & Purchasing Division as to reasonable compliance with delivery terms shall be final. Burden of proof of delay in receipt of order shall rest with the contractor.
- 47. Any request for extension of time of delivery from that specified must be approved by the State, such extension applying only to the particular item or shipment.
- 48. Commodities shall be securely and properly packed for shipment, according to accepted standard commercial practice, without extra charge for packing cases, baling or sacks, the containers to remain the property of the State unless otherwise stated in the Invitation to Bid.

INSPECTIONS AND TESTS

- 49. The Inspection of all commodities and the making of chemical and physical tests of samples submitted with bids and samples of deliveries to determine whether or not the specifications are being complied with shall be made in the manner prescribed by the Contracts & Purchasing Division.

50. Any item that fails in any way to meet the terms of the contract is subject to rejection or to be paid for at an adjusted price basis. The decision of the Contracts & Purchasing Division shall be final.

PAYMENT

51. Unless otherwise specified in the Bid Schedule, payment for all accepted commodities and services, shall be due within forty-five (45) days after receipt of such commodities or services. Bids submitted that require payment in less than forty-five (45) days are subject to rejection. Where there is a question of non performance of contract, payment in whole or in part may be withheld provided the contractor is notified in writing prior to the ending date of the forty-five (45) day payment period. In the event a cash discount for prompt payment is invoiced, the withholding of payments as provided for in this paragraph, shall not deprive the State of the right to take such cash discount.

52. All invoices shall be sent directly to the ordering agency. All inquiries regarding the status of unpaid invoices shall also be directed to the ordering agency. In cases where there is any defect or impropriety in the Contractor's claim, the State agency shall contact the vendors within ten (10) days. If the contractor corrects the defect or impropriety within five (5) business days of being so contacted, and within the forty-five (45) day payment period, it shall not result in the contractor being paid after the expiration of the forty-five day payment period.

53. Contractor shall be allowed to charge interest at a rate of one percent (1%) per month on amounts due whenever any State agency fails to make timely payment in accordance with the provisions of paragraphs 51 and 52 above. Any amount of interest penalty that remains unpaid at the end of any thirty-day period shall be added to the principal amount of the debt and thereafter, interest penalties shall accrue on that amount. The contractor must submit a separate invoice for interest charges.

54. All charges against a Contractor shall be deducted from current obligations that are due or may become due. In the event that collection is not made in this manner, the Contractor shall pay the State, on demand, the amount of such charges. All remittances shall be made payable to Treasurer, State of Connecticut.

55. Payment for the used portion of an inferior delivery will be made by the State on an adjusted price basis determined by the Contracts & Purchasing Division.

SAVING CLAUSE

56. It is understood and agreed that the Contractor shall not be held liable for any losses resulting in the fulfillment of the terms of the contract which shall be delayed or prevented by wars, acts of public enemies, strikes, fires, floods, acts of God, or for any other acts not within the control of the Contractor and which by the exercise of reasonable diligence, the Contractor is unable to prevent.

57. Should the performance of any contract be delayed or prevented as set forth in paragraph 56. The Contractor agrees to give immediate written notice and explanation of the cause and probable duration of any such delay.

ADVERTISING

58. Reference by suppliers to sales to the State for advertising and promotional purposes without prior approval of the Contracts & Purchasing Division is expressly prohibited.



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RIGHTS

59. It is expressly stipulated and understood that the State shall have and retain sole and exclusive right and title in and to the (forms) (maps) (material) produced for the State, including all rights to use, distribute, sell, reprint, or otherwise dispose of same. It is further expressly stipulated and understood that the (contractor) (printer) shall not copyright, register, distribute or claim any rights in or to said (forms) (maps) (materials) or the work produced under his contract.

60. The contractor or subcontractor offers and agrees to assign to the public purchasing body all right(s), title and interest in and to all causes of action it may have under Section 4 of the Clayton Act, 15 U.S.C. 15. or under Chapter 624 of the general statutes, arising from the purchase of services, property or intangibles of any kind pursuant to a public purchase contract or subcontract; this assignment shall be made and become effective at the time the public purchasing body awards or accepts such contract, without further acknowledgment by the parties.

PACKAGING

61. All purchases will be in compliance with Public Act 89-227. Effective January 1, 1991 no product shall be shipped or packaged in POLYSTYRENE FOAM if such foam is manufactured using any "controlled substances" as defined under Annex A, Group 1 of the Montreal Protocol on Substances that Deplete the Ozone Layer.

AMERICANS WITH DISABILITIES ACT

62. This clause applies to those contractors who are or will be responsible for compliance with the terms of the Americans with Disabilities Act of 1990 ("Act"), Public Law 101-336, during the term of this contract. Contractor represents and warrants that it is familiar with the terms of the Act and that it is in compliance with the Act. Failure of the Contractor to satisfy this standard as the same applies to performance under this contract as it may be amended, will render the contract voidable at the option of the State upon notice to the Contractor, which notice shall be upon such terms and conditions as the state shall determine in its sole discretion. Contractor represents and warrants that it will hold the State, its employees, agents, representatives, officers, successors and assigns harmless and indemnify them from and against any losses, costs, expenses (including, without limitation, attorneys' and other professionals' fees and expenses), legal and equitable damages and liabilities which may arise, directly or indirectly, out of any act of commission or omission of the Contractor concerning compliance with the Act, as the same applies to performance under this contract.

MANDATES

63. Everything herein shall comply in every respect with all applicable laws of the Federal Government and/or the State of Connecticut.

Bidders and the awarded contractor will ensure, in good faith, that their participation in the bid process will not raise a question of conflict of interest or a breach of ethics issue under the provisions of the State Ethics Code, specifically §1-84 and §1-85 of the Connecticut General Statutes.

Bidders may not participate in any *ex parte* communications with any of the manufacturers, dealers or other respondents who are responding to an Invitation to Bid. Bidders may not contact the requesting agency or its employees regarding this ITB, unless permitted (in writing) by the Director of the Department of Information Technology or her designee.

Contractor will be in compliance with all applicable federal, state, and local laws and regulations, including but not limited to Connecticut General Statute sections 4a-60 and 4a-60a on nondiscrimination and affirmative action provisions, as well as:

- ▶ Affirmative Action Policy Statement:
<http://www.state.ct.us/governor/aapolicy.htm>
- ▶ Sexual Harassment Policy Statement:
<http://www.state.ct.us/governor/sexualharasspolicy.htm>
- ▶ Section 16 of P.A. 91-58 nondiscrimination provisions regarding sexual orientation

EXECUTIVE ORDERS.

64. The Contract is subject to the provisions of Executive Order No. 7B of Governor M. Jodi Rell, promulgated November 16, 2005, concerning contracting reforms, Executive Order No. Three of Governor Thomas J. Meskill, promulgated June 16, 1971, concerning labor employment practices, Executive Order No. Seventeen of Governor Thomas J. Meskill, promulgated February 15, 1973, concerning the listing of employment openings and Executive Order No. Sixteen of Governor John G. Rowland promulgated August 4, 1999, concerning violence in the workplace, all of which are incorporated into and are made a part of the Contract as if they had been fully set forth in it. At the Contractor's request, DOIIT shall provide a copy of these orders to the Contractor.

The Contractor agrees that it will hold the State harmless and indemnify the State from any action, which may arise out of any act by the contractor concerning lack of compliance with the laws and regulations stated herein.

Incorporated by reference is Section 4-61dd(g)(1) and 4-61dd(30 and (f) of the Connecticut General Statutes which prohibits bidders and contractors from taking adverse action against the State or its employees for disclosing information to the Auditors of Public Accounts or the Attorney General.

RECORDS, FILES, AND INFORMATION

65. Incorporated by reference into this contract and Pursuant to Public Act No.01-169, Each contract in excess of two million five hundred thousand dollars between a public agency and a person for the performance of a governmental function shall (1) provide that the public agency is entitled to receive a copy of records and files related to the performance of the governmental function and (2) indicate that such records and files are subject to the Freedom of Information Act and may be disclosed by the public agency pursuant to the Freedom of Information Act.

66. Incorporated by reference into this contract is section 4-61dd(g)(1) and 4-61dd(3) and (f) of the Connecticut General Statutes which prohibits contractors from taking adverse action against employees who disclosed information to the auditors of Public Accounts of the Attorney General.

HEALTH INSURANCE PORTABILITY AND ACCOUNTABILITY ACT (HIPAA)

67. Under the Health Insurance Portability and Accountability Act (HIPAA) of 1996, Bidders are expected to adhere to the same standards as the stage agency / covered entity as to Protected Health Information (PHI), to maintain compliance with Title 45 CFR Part 164.504, Uses and Disclosures: Organizational Requirements, Bidder Contracts. Protected Health Information (PHI) includes information related to claims, health services, federal and state tax information, financials, criminal / court related information and other personally identifiable records. Bidder agrees that it shall be prohibited from using or disclosing the PHI provided of made



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available by the state agency / covered entity or viewed while on the premises for any

purpose other than as expressly permitted or required by this Contract. These uses and disclosures must be within the scope of the Bidder's services provided to the state agency / covered entity. Bidders shall establish and maintain reasonable safeguards to prevent any use or disclosure of the PHI, other than as specified in this Contract or required by law. Bidder agrees that anytime PHI is provided or made available to any subcontractors or agents, Bidder must enter into a subcontract, which contains the same terms, conditions and restrictions on the use and disclosure of PHI as contained in this Contract. Bidder agrees to make available and provide a right of access to PHI by the individual for whom the information was created and disclosed. Bidder agrees to make information available as required to provide an accounting of disclosures. Bidder agrees to make its internal practices, books, and records relating to the use or disclosure of PHI received from, or created or received by Bidder on behalf of the state agency / covered entity, available to the Secretary of Health and Human Services (HHS) for purpose of determining compliance with the HHS Privacy Regulations. At termination of this contract, Bidder agrees to return or destroy all PHI received from, or created by the state agency / covered entity. If not feasible, extend the protections of this Contract to the PHI an limit further uses and disclosures. Bidder will have procedures in place for mitigating any harmful effects from the use or disclosure of PHI in a manner contrary to this Contract or the HHS Privacy Regulations. Bidder must develop and implement a system of sanctions for any employee, subcontractor or agent who violates this Contract or the HHS Privacy Regulations. The PHI shall be and remain the resources of the state agency / covered entity. Bidder agrees that is acquires no title or rights to the information, including any de-identified information, as a result of this Contract. Bidder Agrees that the stage agency / covered entity has the right to immediately terminate this Contract if the state agency / covered entity determines that Bidder has violated a material term of this HIPAA Compliance Contract above.