

STATE OF CONNECTICUT  
OFFICE OF EARLY CHILDHOOD

## CONTRACT AMENDMENT

**Contractor:** ENTERPRISE SERVICES STATE AND LOCAL, INC.  
**Contractor Address:** 5400 LEGACY DRIVE, MAILSTOP:H4-1H-13, PLANO, TX 75024  
**Contract Number:** 09DSS2902YF / 999HP-CCS-01  
**Amendment Number:** A8  
**Amount as Amended:** \$8,269,872.00  
**Contract Term as Amended:** 01/01/05 – 12/31/2018

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The contract between Hewlett-Packard State and Local Enterprise Services, Inc. (the "Contractor") and the Office of Early Childhood (the "Department"), which was last executed by the parties and approved by the Connecticut Attorney General on July 14, 2015, is hereby further amended as follows:

1. As a ministerial correction, this amendment shall be numbered 8 to represent the Eighth Amendment made to Contract Number 09DSS2902YF. The prior amendments made to the original contract, Contract Number 05DSS2902IH, remain in full force and effect unless they have been amendment previously. The original contract, the two amendments under the 05 contract number, and all amendments made to the 09 number constitute one, binding, legal document but for administrative purposes the Department of Social Service had to alter the number when the Contractor's name changed from Saber Software, Inc. to Hewlett-Packard State & Local Enterprise Services, Inc.
2. The total maximum amount payable under this contract for the period is **increased by \$624,000.00 from \$7,645,872.00 to \$8,269,872.00** to continue annual FileNet maintenance and CCMS software support through 12/31/18.
3. The name of the Contractor is changed from Hewlett-Packard State and Local Enterprise Services, Inc. to Enterprise Services State & Local, Inc.
4. The contract period is extended by one year and the contract end date is changed from 12/31/17 to 12/31/18.
5. Part 3 of the Contract ("Budget and Payment Provisions"), Section 1 (Customer Service Center") is amended by the addition of the following language:  
  
Year 14 begins January 1, 2018.
6. Part 4 of the Contract, ("Mandatory Terms and Conditions"), Section 1.2 ("Contract Term") is deleted and replaced in its entirety by the following language: "The Contract term shall be from January 1, 2005 through December 31, 2018."
7. Part 3 of the Contract ("Budget and Payment Provisions"), Section 4A ("Payment Provisions") is deleted and replaced in its entirety with the following: "The maximum value of this contract for the period January 1, 2005 through December 31, 2018 shall not exceed \$8,269,872.00."
8. Part 3 of the Contract ("Budget and Payment Provisions"), Section 4B ("Payment Provisions") is amended by the addition of the following language:
  - a. 53. A fifty-third payment equal to \$277,500.00 on or about January 15, 2018. This payment shall include the amount for annual FileNet software maintenance;
  - b. 54. A fifty-fourth payment equal to \$115,500.00 on or about April 15, 2018;

- c. 55. A fifty-fifth payment equal to \$115,500.00 on or about July 15, 2018; and
  - d. 56. A fifty-sixth payment equal to \$115,500.00 on or about October 15, 2018.
9. Such payments shall be contingent upon availability of funding and the Contractor's satisfactory performance of all contractual obligations as defined in the original contract and all subsequent amendments.
  10. Section 1.7B ("Liaison and Notices") is amended to provide that notices pertaining to payments and other fiscal matters to the Office of Early Childhood shall be directed to Business Operations, Office of Early Childhood, 450 Columbus Boulevard, 2<sup>nd</sup> floor, Hartford, CT 06103, (860) 500-4422.
  11. The Nondiscrimination and Executive Orders provisions, as last amended in Amendment 5 to this contract, are deleted and replaced with the following provisions:

**Non-discrimination.**

(a) For purposes of this Section, the following terms are defined as follows:

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- (1) "Commission" means the Commission on Human Rights and Opportunities;
- (2) "Contract" and "contract" include any extension or modification of the Contract or contract;
- (3) "Contractor" and "contractor" include any successors or assigns of the Contractor or contractor;
- (4) "Gender identity or expression" means a person's gender-related identity, appearance or behavior, whether or not that gender-related identity, appearance or behavior is different from that traditionally associated with the person's physiology or assigned sex at birth, which gender-related identity can be shown by providing evidence including, but not limited to, medical history, care or treatment of the gender-related identity, consistent and uniform assertion of the gender-related identity or any other evidence that the gender-related identity is sincerely held, part of a person's core identity or not being asserted for an improper purpose.
- (5) "good faith" means that degree of diligence which a reasonable person would exercise in the performance of legal duties and obligations;
- (6) "good faith efforts" shall include, but not be limited to, those reasonable initial efforts necessary to comply with statutory or regulatory requirements and additional or substituted efforts when it is determined that such initial efforts will not be sufficient to comply with such requirements;
- (7) "marital status" means being single, married as recognized by the State of Connecticut, widowed, separated or divorced;
- (8) "mental disability" means one or more mental disorders, as defined in the most recent edition of the American Psychiatric Association's "Diagnostic and Statistical Manual of Mental Disorders", or a record of or regarding a person as having one or more such disorders;
- (9) "minority business enterprise" means any small contractor or supplier of materials fifty-one percent or more of the capital stock, if any, or assets of which is owned by a person or persons: (1) who are active in the daily affairs of the enterprise, (2) who have the power to direct the management and policies of the enterprise, and (3) who are members of a minority, as such term is defined in subsection (a) of C.G.S. § 32-9n; and
- (10) "public works contract" means any agreement between any individual, firm or corporation and the State or any political subdivision of the State other than a municipality for construction, rehabilitation, conversion, extension, demolition or repair of a public building, highway or other changes or improvements in real property, or which is financed in whole or in part by the State, including, but not limited to, matching expenditures, grants, loans, insurance or guarantees.

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

- (b) (1) The Contractor agrees and warrants that in the performance of the Contract such Contractor will not discriminate or permit discrimination against any person or group of persons on the grounds of race, color, religious creed, age, marital status, national origin, ancestry, sex, gender identity or expression, intellectual disability, mental disability or physical disability, including, but not limited to, blindness, unless it is shown by such Contractor that such disability prevents performance of the work involved, in any manner prohibited by the laws of the United States or of the State of Connecticut; and the Contractor further agrees to take affirmative action to insure that applicants with job-related qualifications are employed and that employees are treated when employed without regard to their race, color, religious creed, age, marital status, national origin, ancestry, sex, gender identity or expression, intellectual disability, mental disability or physical disability, including, but not limited to, blindness, unless it is shown by the Contractor that such disability prevents performance of the work involved; (2) the Contractor agrees, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, to state that it is an "affirmative action-equal opportunity employer" in accordance with regulations adopted by the Commission; (3) the Contractor agrees to provide each labor union or representative of workers with which the Contractor has a collective bargaining Agreement or other contract or understanding and each vendor with which the Contractor has a contract or understanding, a notice to be provided by the Commission, advising the labor union or workers' representative of the Contractor's commitments under this section and to post copies of the notice in conspicuous places available to employees and applicants for employment; (4) the Contractor agrees to comply with each provision of this Section and C.G.S. §§ 46a-68e and 46a-68f and with each regulation or relevant order issued by said Commission pursuant to C.G.S. §§ 46a-56, 46a-68e, 46a-68f and 46a-86; and (5) the Contractor agrees to provide the Commission on Human Rights and Opportunities with such information requested by the Commission, and permit access to pertinent books, records and accounts, concerning the employment practices and procedures of the Contractor as relate to the provisions of this Section and C.G.S. § 46a-56. If the contract is a public works contract, municipal public works contract or contract for a quasi-public agency project, the Contractor agrees and warrants that he or she will make good faith efforts to employ minority business enterprises as subcontractors and suppliers of materials on such public works or quasi-public agency projects.
- (c) Determination of the Contractor's good faith efforts shall include, but shall not be limited to, the following factors: The Contractor's employment and subcontracting policies, patterns and practices; affirmative advertising, recruitment and training; technical assistance activities and such other reasonable activities or efforts as the Commission may prescribe that are designed to ensure the participation of minority business enterprises in public works projects.
- (d) The Contractor shall develop and maintain adequate documentation, in a manner prescribed by the Commission, of its good faith efforts.
- (e) The Contractor shall include the provisions of subsection (b) of this Section in every subcontract or purchase order entered into in order to fulfill any obligation of a contract with the State and in every subcontract entered into in order to fulfill any obligation of a municipal public works contract for a quasi-public agency project, and such provisions shall be binding on a subcontractor, vendor or manufacturer unless exempted by regulations or orders of the Commission. The Contractor shall take such action with respect to any such subcontract or purchase order as the Commission may direct as a means of enforcing such provisions including sanctions for noncompliance in accordance with C.G.S. § 46a-56, as amended; provided if such Contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the Commission regarding a State contract, the Contractor may request the State of Connecticut to enter into any such litigation or negotiation prior thereto to protect the interests of the State and the State may so enter.
- (f) The Contractor agrees to comply with the regulations referred to in this Section as they exist on the date of this Contract and as they may be adopted or amended from time to time during the term of this Contract and any amendments thereto.
- (g) (1) The Contractor agrees and warrants that in the performance of the Contract such Contractor will not discriminate or permit discrimination against any person or group of persons on the grounds of sexual orientation, in any manner prohibited by the laws of the United States or the State of Connecticut, and that employees are treated when employed without regard to their sexual orientation; (2) the Contractor agrees to provide each labor union or representative of workers with which such Contractor has a collective bargaining Agreement or other contract or understanding and each vendor with which such Contractor has a contract or understanding, a notice to be provided by the Commission on Human Rights and Opportunities advising the labor union or workers' representative of the Contractor's commitments under this section, and to post copies of the notice in conspicuous places available to employees and applicants for employment; (3) the Contractor agrees to comply with each provision of this section and with each regulation or relevant order issued by said Commission pursuant to C.G.S. § 46a-56; and (4) the Contractor agrees to provide the Commission on Human Rights and Opportunities with such information requested by the Commission,

and permit access to pertinent books, records and accounts, concerning the employment practices and procedures of the Contractor which relate to the provisions of this Section and C.G.S. § 46a-56.

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

12. The Executive Orders provisions, as last amended in Amendment 2 to this contract, are deleted and replaced with the following provisions

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**Executive Orders.** This Contract is subject to Executive Order No. 3 of Governor Thomas J. Meskill, promulgated June 16, 1971, concerning labor employment practices; Executive Order No. 17 of Governor Thomas J. Meskill, promulgated February 15, 1973, concerning the listing of employment openings; Executive Order No. 16 of Governor John G. Rowland, promulgated August 4, 1999, concerning violence in the workplace, all of which are incorporated into and made a part of the Contract as if they had been fully set forth in it. The Contract may also be subject to Executive Order 14 of Governor M. Jodi Rell, promulgated April 17, 2006, concerning procurement of cleaning products and services and to Executive Order No. 49 of Governor Dannel P. Malloy, promulgated May 22, 2015, mandating disclosure of certain gifts to public employees and contributions to certain candidates for office. If Executive Order 14 and/or Executive Order 49 are applicable, they are deemed to be incorporated into and are made a part of the Contract as if they had been fully set forth in it. At the Contractor's request, the Client Agency or the Connecticut Department of Administrative Services shall provide a copy of these orders to the Contractor.


**This document constitutes an amendment to the above numbered contract. All terms and conditions of the original contract, and all subsequent amendments thereto, which were not modified by this Amendment remain in full force and effect.**

**SIGNATURES AND APPROVALS**

**09DSS2902YF / 999HP-CCS-01  
AMENDMENT 8**

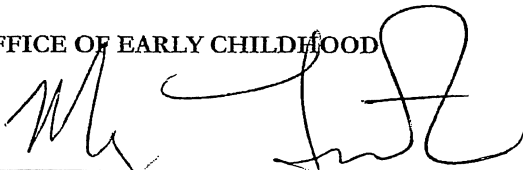
The Contractor IS NOT a Business Associate under the Health Insurance Portability and Accountability Act of 1996 as amended.

**CONTRACTOR – ENTERPRISE SERVICES STATE AND LOCAL INC.**

  
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Steve Tolbert, Vice President for State & Local Government

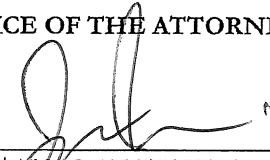
12/14/17  
Date

**OFFICE OF EARLY CHILDHOOD**

  
\_\_\_\_\_  
David Wilkinson, Commissioner, or Designee  
*Mary Farnsworth*

12/21/17  
Date

**OFFICE OF THE ATTORNEY GENERAL (APPROVED AS TO FORM)**

  
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ASST./ ASSOC. ATTORNEY GENERAL  
Joseph Rubin

1/30/18  
Date