RFP #09ITZ0042 – Modernization of Client Service Delivery
VENDOR CONFERENCE ATTENDEE LIST
Tuesday, September 8, 2009 @10:00 AM

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STATE OF CONNECTICUT

DEPARTMENT OF INFORMATION TECHNOLOGY
(www.ct.gov/doit)

REQUEST FOR PROPOSALS

RFP # 09ITZ0042
Modernization of Client Service Delivery (MCSD)

Date Issued: August 20, 2009

Date Due: November 12, 2009 @ 2:00 p.m. Eastern Time

Send all sealed responses to:

State of Connecticut
Department of Information Technology
Contracts & Purchasing Division
Attention: Jacqueline Shirley, Director, Contracts & Purchasing
101 East River Drive
East Hartford, CT 06108

REQUEST FOR PROPOSAL

*APPROVED*_____

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

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1   FOREWORD

1.1   PREFACE

The Department of Information Technology (DoIT) is responsible for "The purchase and provision of supplies, materials, equipment and contractual services, as defined in section 4a-50" (CGS Sec 4a-2). Within DoIT, the Contracts and Purchasing Division (CPD) is responsible for processing and authorizing all procurement activities for Information Technology and micro-graphic hardware, equipment, software and contractual services.

The DoIT Vision is "That the State of Connecticut's information technology is integrated, eliminating duplication and redundancy, while allowing for the sharing of information and the consolidation of reports throughout all the State agencies." This vision is the umbrella under which all State purchases will be governed.

1.2   OBJECTIVE

The State of Connecticut's Department of Information Technology (DoIT), IT Contracts & Purchasing Division (CPD), is issuing this Request for Proposals (RFP) on behalf of the Department of Social Services (The Department or DSS) for the purposes of designing, developing, constructing, testing, implementing, and maintaining components that will modernize the delivery of services to DSS' current and future clients, aka, the Modernization of Client Service Delivery (MSCD) Project.

1.3   BACKGROUND

1.3.1   DEPARTMENT OVERVIEW

The Department provides a broad range of services to elderly persons, people with disabilities, families, and individuals who need assistance in maintaining or achieving their full potential for self-direction, self-reliance, and independent living. It administers more than ninety legislatively-authorized programs and approximately one-third of the entire State budget. By statute, it is the State agency responsible for administering human service programs sponsored by Federal legislation including the Rehabilitation Act, the Food Stamp Act, the Older Americans Act, and the Social Security Act. The Department is also designated as a public housing agency for administering the Section 8 Program under the Federal Housing Act.

The Department is headed by the Commissioner of Social Services and there are Deputy Commissioners for Administration and Programs. There is a Regional Administrator responsible for each of the three service regions.

The Department administers most of its programs through offices located throughout the State. Within the Department, the Bureau of Rehabilitation Services provides vocational rehabilitation services for eligible individuals with physical and mental disabilities throughout the State. For the other programs, services are available through offices located in the three regions, with central office support located in Hartford. In addition, many services funded by the Department are available through community-based agencies.

The Department has out-stationed employees at participating hospitals, nursing facilities, and Federally Qualified Health Centers to expedite Medicaid applications, and funds Healthy Start sites, which can accept applications for Medicaid for pregnant women and young children. Many of the services provided by the Department are available via mail or telephone.

There are three entities attached to the Department for administrative purposes only. They are the Commission on Deaf and Hearing-impaired, the Board of Education and Services for the Blind, and the Child Day Care Council.

The Department has recognized the importance of the strategic use of information technology by identifying it as a key element for achieving the Department's vision to effectively deliver client services. Information technology also plays a key role in supporting the agency's ability to meet its other top priorities, i.e., to promote self-sufficiency, independent living, and community strength; customer satisfaction; employee satisfaction, as well as organizational effectiveness and cost efficiency.

1.3.2   ENTERPRISE BUSINESS DRIVERS

Enterprise business drivers are the "themes" that represent related sets of Environmental Trends and Business Strategies. These are the overriding principles and highest level objectives of the Department's modernization effort. They include:

- **Provide Improved Client Access**

    o   Providing better "anywhere/anytime" access to DSS services for all clients, including those with disabilities, in accordance with the Raymond v. Rowland Settlement Agreement dated June 1, 2007; and

    o   Meet the immediate needs, and provide on-going support for, increased participation in programs, including the Supplemental Nutrition Assistance Program (SNAP - formerly Food Stamps) and HUSKY for qualified families and individuals.

- **Provide Better Quality Outcomes**

    o   By making inquiry, prescreening, application, renewal, and benefit change processes more efficient.

    o   Improve timeliness and accuracy of eligibility determination to ensure clients receive the proper amount of benefits, thus ensuring program integrity.

- **Provide Enhanced Customer Service**

    o   Increase customer and employee satisfaction.

    o   Increase the amount of time available to caseworkers for direct contact with the clients who need extra assistance, in particular those with disabilities, to explain and assist with eligibility process and resolve issues.

- **Reduce Costs**

    o Develop more efficient procedures supporting the administrative processes.

    o Reduce local office space needs by reducing and eventually eliminating the need to store physical documents.

- **Provide a Technological Framework for the Future**

    o Implement technologies to enhance client access and improve the quality and efficiency of service delivery.

    o Utilize a strategic approach to ensure the Modernization of Client Services Delivery solution becomes the "*framework for the future*", while still leveraging the value of existing technology, such as Eligibility Management System (EMS). The approach must allow for future expansion of other programs in health and human services.

1.3.3 BUSINESS STRATEGIES

The key strategies that the Department is employing to address the Strategic Drivers and accomplish modernization priorities include:

- Employing technology such as the Internet, Interactive Voice Response (IVR) systems, Document Management, and program forms to facilitate access to DSS services at any time from anywhere.

- Implementing an automated workflow system that will manage electronic documents and information entered via the Internet.

- Implementing an updated phone system utilizing IVR functionality that will allow clients to access case status information and answers to commonly asked questions.

- Developing a secure, client-accessible preliminary screening process.

- Developing a secure, client-accessible process that will allow the entry and retention of partially completed applications and re-determinations so that clients may update or revise application information prior to submission of the application or re-determination to the Department.

- Developing a secure, client-accessible process for reporting changes to DSS.

- Leveraging existing (and additional) community-based, state agency, and other partners to increase access to DSS services and improve client service delivery. This will allow services to be provided as close as possible to the location of a client, both to improve accessibility and ensure optimum outcomes.

- Establishing a single entry point to allow access to multiple programs, including those not administered by DSS regional offices.

- Providing technology to assist people with disabilities that have difficulty coming into a DSS office to access programs.

- Utilizing document management, thus eliminating the transfer of paper case files between offices when clients relocate. This will allow workers to process transferred cases in a timely manner.

- Implementing electronic processes to allow cases and documents to be electronically transferred/shared between contractors administering other DSS benefit programs and DSS regional offices, thereby eliminating the faxing and transfer of paper case files.

- Allowing all authorized DSS staff to simultaneously access client documentation (i.e., an "electronic case file") which will increase on-the-job efficiencies for functions such as quality monitoring and problem resolution. Groups utilizing this capability could include regional management, call centers, QA/QC, and CO staff.

- Developing the policies and procedures to ensure secure and appropriate access to program information by clients and protection of client data from unauthorized access.

- Increasing the availability, quality, and timeliness of information to out-stationed DSS workers to provide improved service to clients.

- Utilizing technology that simplifies workers' processes, thus allowing workers additional time to process cases.

- Providing the ability to develop more flexible agency staffing options, such as call centers and staff dedicated to processing case changes.

- Increasing the use of electronic documents and workflow as replacements for current paper-based processes for faster, better and more cost-effective service.

- Substantially reducing the need to store case record documents at the regional offices, making additional space available, improving efficiencies, and reducing cost.

- Minimizing current and eliminate future need (cost) of storing archived documents at off-site contracted vendor.

- Improving the ability to integrate with the Department's mainframe legacy Eligibility Management System (EMS).

- Moving toward 100% electronic collection, retention, availability of and access to client data and documents.

- Incorporating incoming faxed documents for inclusion in the document management system.

1.3.4 CRITICAL SUCCESS FACTORS

There are critical success factors directly related to Web Services, IVR/Call Center(s) and Document Management/Workflow that the MCSD Project must attain in order to accomplish the desired near-term and long-term objectives. These critical success factors will also be used to define the Functional and Technical Requirements that the selected solution must satisfy. The critical success factors derived from the strategic drivers are:

- **Web Services**

  - Improve client access to Program information (TANF, SNAP, HUSKY A and Adult Coverage Groups, HUSKY B, State Supplement for the Aged, Blind and Disabled, SAGA cash assistance and SAGA medical assistance, and Charter Oak) through web-based content.

  - Develop Security protocols that will ensure appropriate confidentiality levels for client information and access control.

  - Provide Web application services in both English and Spanish.

  - Provide Web application services that are ADA compliant.

  - Streamline the initial intake of client service requests and applications for Programs through the use of Web-based applications and forms.

  - Utilize Web-based services to increase client access through community partners.

- **IVR / Call Center**

  - Design the IVR architecture as a highly scalable and flexible Virtual Call Center, preferably utilizing VoIP technology.

  - Duplicate key functionality of the Web-based application through an IVR system.

  - Implement an IVR / Call Center that will significantly reduce the volume of client and recipient calls to the Regional and Central offices.

  - Develop Security protocols that will ensure appropriate levels of confidentiality of client information and access control.

  - Provide Voice and Customer Service Rep services in both English and Spanish.

  - Provide Voice (Telephone Typewriter or TTY) services to the deaf and hearing impaired.

- **Document Management and Workflow**

  - Improve and streamline client service delivery by developing and implementing a document scanning system that will significantly reduce the collection and retention of paper documentation.

  - Implement a system to scan verification documents (such as driver's licenses, birth certificates, passports, etc.,) into the system, index and make available for state-wide access by authorized personnel.

  - Manage documentation, including forms, applications, copies of verification documents, and important case correspondence by cross linking these documents (or copies) to a Client / Case and storing them electronically through a central medium that all authorized personnel can access.

  - Workflow - Automated workflow of workload where case-related tasks can be assigned and monitored electronically.

1.4   EVALUATION

A Proposal Review Team will review all vendor responses to this RFP that are properly submitted to and accepted by DoIT. A Proposal Review Team shall review the entire Business and Technical Proposal, as well as the Project Management and Staffing Proposal first, without reference to the Financial Proposal. The Business and Technical Proposal, as well as the Project Management and Staffing Proposal and the Financial Proposal will be scored in accordance with an evaluation and weighting scheme established and approved prior to the opening of any Proposal. Please refer to Attachment 10 of this RFP for additional details on the evaluation process.

1.5   IMPLEMENTATION

As a result of the evaluation process, the proposal of the vendor found to be the most advantageous, shall be selected to negotiate a contract with the State for the implementation of the vendor's proposal.

2   ADMINISTRATIVE REQUIREMENTS

2.1   VENDOR INSTRUCTIONS

2.1.1   CONFORMITY TO INSTRUCTIONS

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

2.1.2   PROPOSAL RESPONSES TO THIS RFP

Vendors desiring to participate in this RFP process must submit proposals with the format and content requirements detailed in *Attachment 2 – Vendor Proposal Format and Content Requirements*. Vendors must respond to all requirements set forth in this RFP.

The functional requirements for this RFP, found in *Attachment 6*, are characterized as follows:

- o **Architecture Requirements**
- o **Web Services Requirements**
- o **Telephony Requirements**
- o **Document Management and Workflow Requirements**
- o **Operational Requirements**
- o **Project Management Requirements**
- o **Staffing Requirements**

The vendor's proposed solutions must meet State of Connecticut, Enterprise Wide Technical Architecture (EWTA) requirements and State Standards, Reference *Attachment 12,* and must be designed to meet the requirements of the DSS hosting environment that will be supported by DoIT.

A description of the structure and of what must be provided in the vendor's response is found in *Attachment 2: Vendor Proposal Format and Content Requirements*.

2.1.3   IDENTIFYING RFP COMMUNICATIONS

All vendor responses and other communications with the State regarding this RFP must be submitted in writing in sealed envelopes or cartons clearly identifying:

♦ The appropriate RFP reference, such as "RFP #09ITZ0042, Modernization of Client Service Delivery

♦ The applicable proposal due date and time,

♦ The name and address of the responding vendor, and

♦ An indication of the envelope contents (e.g., "Business & Technical Proposal," "Negative Response," "Questions," "Cost Proposal", and so forth).

Any material received that does not so indicate its RFP related contents will be opened as general mail, which may not ensure timely receipt and acceptance.

2.1.4   VENDOR QUESTIONS AND STATE REPLIES

The DoIT Contracts and Purchasing Division will reply to any written vendor questions which it receives in accordance with *Section 3.1* no later than the Vendor Questions Due date specified in *Section 3.1.1*.

Copies of this RFP will be made available on the Internet, from the DoIT web page (www.ct.gov/doit). Access the RFP by selecting the IT Contracts & Purchasing tab and then click on Bid/Proposal Notices. The RFP will also be posted to the State Contracting Portal (http://www.das.state.ct.us/Purchase/Portal/Portal_Home.asp)

The State may, in its sole discretion, orally communicate responses to vendors if it is likely that written responses will not reach them prior to the proposal due date. However, oral communications notwithstanding, the State shall be bound only by a written RFP Amendment document which follows.

2.1.5   ACCEPTANCE OF ADMINISTRATIVE REQUIREMENTS

Vendor proposals must include unequivocal statements accepting the administrative requirements of this RFP, and must reflect compliance with such requirements. Any failure to do so may result in the State's rejection of the proposal. These statements must be included in the Transmittal Letter (Reference Attachment 11, Vendor Transmittal Letter) and in a completed Attachment 4 to this RFP.

2.1.6   DEVIATING FROM RFP SPECIFICATIONS

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

2.1.7   EXCLUSION OF TAXES FROM PRICES

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

2.1.8   VENDOR CONTACT(S)

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

2.1.9   VALIDATION OF PROPOSAL OFFERINGS

The proposal shall be a binding commitment which the State may include, at its sole discretion, by reference or otherwise, into any agreement with the vendor. Therefore, each proposal copy must be validated by signature of a person having such authority to commit the vendor. The signer's authority in this regard must be authenticated by a signed statement to that effect by an appropriate higher-level company official. A Vendor Proposal Validation and Authentication Statement, attached to this RFP as *Attachment 4*, must be used for this purpose.

2.1.10   PROPOSAL COMPLETENESS

To be acceptable, proposals must contain all required information and statements in the form requested by this RFP. Vendor proposals must submit "none" or "not applicable" responses to any RFP question and information request, when such a response is the only appropriate response. *Attachment 2-Vendor Proposal Format and Content Requirements*, provides additional detail on responding to requirements.

2.1.11   RESTRICTIONS ON CONTACTS WITH STATE PERSONNEL

From the date of release of this RFP until the right to negotiate a contract is awarded as a result of this RFP, all contacts with personnel employed by or under contract to the State of Connecticut are restricted. During the same period, no prospective vendor shall approach personnel employed by or under contract to the State, any other State agency participating in the evaluation of proposals, or any other related matters. An exception to this restriction will be made for vendors who, in the normal course of work under a current and valid contract with other State agencies, may need to discuss legitimate business matters concerning their work with the contracting agency. A second exception allows prospective vendors to submit questions relative to this RFP to the contact person noted in Section 3.1.3., "VENDORS' QUESTIONS," of this RFP.

Violation of these conditions may be considered sufficient cause by the State of Connecticut to reject a vendor's proposal, irrespective of any other consideration.

2.2   OTHER CONDITIONS

2.2.1   OTHER RIGHTS RESERVED

The State of Connecticut, in its sole discretion in determining that its best interests would be served, reserves the right to:

1) Amend or cancel this RFP at any time prior to contract award,

2) Modify deadlines through amendments to this RFP,

3) Refuse to accept, or return accepted proposals that do not comply with procurement requirements,

4) Reject the proposal of any vendor in default of any prior contract or for misrepresentation of material presented,

5) Reject any proposer's response that is received after the deadline,

6) Reject any proposal which is incomplete or in which there are significant inconsistencies or inaccuracies,

7) Accept or reject any or all proposals submitted for consideration in whole or in part; and to waive technical defects, irregularities, or omissions,

8) Allow no additions or changes to the original proposal after the due date specified herein, except as specifically requested and authorized by the State of Connecticut,

9) Require organizations, at their own expense, to submit written clarification of proposals in a manner or format that the State of Connecticut may require,

10) Require organizations, at their own expense, to make oral presentations at a time selected and in a place provided by the State of Connecticut. Invite vendors, but not necessarily all, to make an oral presentation to assist the State of Connecticut in their determination of award. The State of Connecticut further reserves the right to limit the number of vendors invited to make such a presentation. The oral presentation shall only be permitted for purpose of proposal clarification and not to allow changes to be made to the proposal,

11) Negotiate separately any service in any manner necessary,

12) Contract with one or more vendors who submit proposals,

13) Consider cost and all factors in determining the most advantageous proposal for the State of Connecticut, and

14) Contract for all or any portion of the scope of work or tasks within this RFP.

2.2.2   REMEDIES AND LIQUIDATED DAMAGES

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

1) Corrective action plans to be developed and implemented by the vendor, subject to State of Connecticut approval.

2) Accelerated monitoring of vendor performance by the State of Connecticut or its designee, including access to vendor facilities, records, and personnel.

3) Additional or ad hoc reporting by the vendor, at no cost to the State of Connecticut, to address performance issues.

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

5) Liquidated damages.

2.2.3   SYSTEM NON-ACCEPTANCE

Failure of the System to be accepted by the State of Connecticut as proposed by the vendor may result in the forfeiture of the Holdback by the vendor to the State, as specified below, or other remedies or measures permitted by contract or by law.

2.2.4   CONTROL OF RFP EVENTS AND TIMING

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

2.2.5   PROPOSAL EXPENSES

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

2.2.6   OWNERSHIP OF PROPOSALS

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

2.2.7   ORAL AGREEMENT OR ARRANGEMENTS

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

2.2.8   HOLDBACK REQUIREMENTS

Payments for deliverables accepted by DoIT shall be subject to a twenty-percent (20%) holdback. The State of Connecticut shall hold the twenty-percent until the State of Connecticut has accepted the system and thereafter, releasing one-half the holdback. Once the warranty period has expired, in accordance with the provisions of *Attachment 5 – Information Processing Systems Agreement*, the State of Connecticut will release the remaining holdback.

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

2.2.9   VENDOR PRESENTATION OF SUPPORTING EVIDENCE/SURETY

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

2.2.10   VENDOR DEMONSTRATION OF PROPOSED PRODUCTS

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

2.2.11   VENDOR MISREPRESENTATION OR DEFAULT

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

2.2.12   STATE FISCAL AND PRODUCT PERFORMANCE REQUIREMENTS

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

2.2.13   CONFORMANCE OF AWARDS WITH STATE STATUTES

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

2.2.14   ERRONEOUS AWARDS

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

2.2.15   CORPORATE REPORTING

Upon request by the State of Connecticut and/or DoIT, the vendor must provide:

1) A Certificate of Authority, Certificate of Legal Existence or Certificate of Good Standing, as applicable, from the Connecticut Secretary of the State's Office, prior to the execution of the contract;

2) A tax clearance statement from the Department of Revenue Services within sixty (60) days of the execution of the contract; and,

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

2.2.16   PRIME VENDOR

The State of Connecticut will only enter into a contract with a prime vendor who will be required to assume full responsibility for the delivery/installation of the products, and/or services identified in this RFP, whether or not the equipment, products, and/or services are manufactured, produced, or provided by the prime vendor.

2.2.17   USE OF SUBCONTRACTORS

Responding vendors must indicate on the Vendor Checklist – Attachment 8, the names of any intended subcontractors. In accordance with Conn. Gen. Stat.§ 4d-32, the Contractor shall not award or execute a subcontract for work under the contract without having first obtained written approval of the Chief Information Officer (CIO) of the Department of Information Technology (DOIT) or its designee of the selection of the subcontractor, and of the provisions of the subcontract. The Contractor shall deliver a copy of each executed subcontract or amendment to the subcontract to the CIO who shall maintain the subcontract or amendment as a public record, as defined in Conn. Gen. Stat. § 1-200. The subcontract must contain the following provisions in order for the CIO to approve it:

1)   **4d-31 - Subcontracts to include State Comptroller's Specifications**
The Subcontractor shall Perform in accordance with all specifications established by the State Comptroller to ensure that all policies, procedures, processes and control systems, including hardware, software and protocols, which are established or provided by the Contractor or Contractor Parties, shall be compatible with and support the State's core financial systems, including but not limited to, accounting, payroll, time and attendance, and retirement systems.

2) 4d-40 - General Assembly access to State Agency Records Under Subcontracts
In accordance with Conn. Gen. Stat. § 4d-40, the subcontractor shall ensure that the Joint Committee on Legislative Management and each nonpartisan office of the General Assembly shall continue to have access to DOIT records that is not less than the access that said committee and such offices have on July 1, 1997.

3) 4d-44 - Continuity of Systems
The subcontractor acknowledges that the Systems and associated services are important to the function of State government, and that they must continue without interruption. Pursuant to Conn. Gen. Stat. §4d-44, if the work under the Agreement, any subcontract, or amendment to either, is transferred back to the State or to another subcontract at any time for any reason, then for a period of six (6) months, or for a mutually agreeable time from the date transfer was initiated, the subcontractor shall cooperate and comply fully with Conn. Gen. Stat. § 4d-44 as if the subcontractor were in fact the Contractor, and do and perform all acts and things that the State deems to be necessary or appropriate, at subcontractor's then-current labor rates for such services, to ensure continuity of state agency information system and telecommunication system facilities, equipment and services so that there is no disruption or interruption in Performance as required or permitted in the Agreement. The subcontractor shall make a full and complete disclosure of and delivery to the State or its representatives of all Records and "Public Records," as that term is defined in Conn. Gen. Stat. §4d-33, as it may be amended, in whatever form they exist or are stored and maintained and wherever located, directly or indirectly concerning the Agreement.

The subcontractor shall follow the following applicable and respective procedures in order to ensure the orderly transfer to the State of: (1) such facilities and equipment: Unless a shorter period is necessary or appropriate to ensure compliance with subsection (a) above, in which case that shorter period shall apply, the subcontractor shall deliver to the State, F.O.B. East Hartford, Connecticut or other State location which the State identifies, all Systems related to or arising out of the Agreement, subcontract or amendment, no later than 10 days from the date subcontractor shall deliver the Systems to the State, during the State's business hours, in good working order and in appropriately protective packaging to ensure delivery without damage. Concurrent with this delivery, the subcontractor shall also deliver all Systems-related operation manuals and other documentation in whatever form they exist and a list of all

Systems passwords and security codes; (2) all software created or modified pursuant to the Agreement, subcontract or amendment: all software, including all applicable licenses, purchased, created or modified pursuant to the Agreement, subcontract or amendment--Unless a shorter period is necessary or appropriate to ensure compliance with subsection (a) above, in which case that shorter period shall apply, the subcontractor shall deliver to the State, F.O.B. East Hartford, Connecticut or other State location which the State identifies, all software, including all applicable licenses, purchased, created or modified pursuant to the Agreement, subcontract or amendment no later than 10 days from the date that the work under the Agreement is transferred back to the State or to another Contractor for any reason. The subcontractor shall deliver to the State, during the State's business hours, the software, including its source code, if applicable, in good working order, readily capable of being maintained and modified, and housed in appropriately protective packaging or hardware to ensure delivery without damage. Concurrent with this delivery, the subcontractor shall also deliver all related operation manuals and other documentation in whatever form they exist and a list of all applicable passwords and security codes. The subcontractor shall deliver record layouts, including field attributes, field descriptions, key field identification and any available documentation to support the Department with moving their data into a replacement application; and (3) all Public Records, as defined in Conn. Gen. Stat. §4d-33, which the subcontractor possess or create pursuant to the Agreement, subcontract or amendment-- Unless a shorter period is necessary or appropriate to ensure compliance with subsection (a) above, in which case that shorter period shall apply, the subcontractor shall deliver to the State, F.O.B. East Hartford, Connecticut or other State location which the State identifies, all Records and Public Records created or modified pursuant to the Agreement, subcontract or amendment no later than the latter of (1) the time specified in the section in the Agreement concerning Termination for the return of Records and (2) 10 days from the date that the work under the Agreement is transferred back to the State or to another Contractor for any reason. The subcontractor shall deliver to the State those Records and Public Records that exist in electronic, magnetic or other intangible form in a non-proprietary format, such as, but not limited to, ASCII or .TXT. The subcontractor shall deliver to the State, during the State's business hours, those Records and Public Records and a list of all applicable passwords and security codes, all in appropriately protective packaging to ensure delivery without damage. Upon Termination of the Agreement for any reason, the subcontractor and Contractor shall provide the State a copy of any and all data provided, created, or in any way handled by the subcontractor and Contractor under the terms of the Agreement. In addition, upon Termination of the Agreement for any reason, any and all data provided to the Contractor and subcontractor that originated in any way from the State shall be expunged from any and all media not owned by the State. The expungement shall include all types of media, including but not limited to, hard drives, removable media including backup media, and volatile and non-volatile memory of all types. Expungement is intended to mean removal in such a way as to make restoration or retrieval impossible. If the subcontractor employs former State employees, the subcontractor shall facilitate the exercising of any reemployment rights that such State employees may have with the State, including, but not limited to, affording them all reasonable opportunities during the workday to interview for State jobs.

4)   4a-60(h) - Non-discrimination

The following subsections are set forth here as required by section 4a-60 of the Connecticut General Statutes: (1) The subcontractor agrees and warrants that in the performance of the subcontract, such subcontractor will not discriminate or permit discrimination against any person or group of persons on the grounds of race, color, religious creed, age, marital status, national origin, ancestry, sex, mental retardation, mental disability or physical disability, including, but not limited to, blindness, unless it is shown by such contractor that such disability prevents performance of the work involved, in any manner prohibited by the laws of the United States or of the state of Connecticut.

The subcontractor further agrees to take affirmative action to insure that applicants with job-related qualifications are employed and that employees are treated when employed without regard to their race, color, religious creed, age, marital status, national origin, ancestry, sex, mental retardation, mental disability or physical disability, including, but not limited to, blindness, unless it is shown by such subcontractor that such disability prevents performance of the work involved; (2) the subcontractor 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 subcontractor agrees to provide each labor union or representative of workers with which such subcontractor has a collective bargaining agreement or other contract or understanding and each vendor with which such subcontractor has a contract or understanding, a notice to be provided by the commission advising the labor union or workers' representative of the subcontractor's commitments under this section, and to post copies of the notice in conspicuous places available to employees and applicants for employment; (4) the subcontractor agrees to comply with each provision of this section and sections 46a-68e and 46a-68f and with each regulation or relevant order issued by said commission pursuant to sections 46a-56, 46a-68e and 46a-68f; (5) the subcontractor 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 subcontractor as relate to the provisions of this section and section 46a-56. If the contract is a public works contract, the subcontract agrees and warrants that he will make good faith efforts to employ minority business enterprises as subcontractors and suppliers of materials on such public works project. "Minority business enterprise" means any small contractor or supplier of materials fifty-one per cent or more of the capital stock, if any, or assets of which is owned by a person or persons: (1) Who are active in the daily affairs of the enterprise, (2) who have the power to direct the management and policies of the enterprise and (3) who are members of a minority, as such term is defined in subsection (a) of section 32-9n; and "good faith" means that degree of diligence which a reasonable person would exercise in the performance of legal duties and obligations. "Good faith efforts" shall include, but not be limited to, those reasonable initial efforts necessary to comply with statutory or regulatory requirements and additional or substituted efforts when it is determined that such initial efforts will not be sufficient to comply with such requirements. Determination of the subcontractor's good faith efforts shall include but shall not be limited to the following factors: The subcontractor's employment and subcontracting policies, patterns and practices; affirmative advertising, recruitment and training; technical assistance activities and such other reasonable activities or efforts as the commission may prescribe that are designed to ensure the participation of minority business enterprises in public works projects. The subcontractor shall develop and maintain adequate documentation, in a manner prescribed by the commission, of its good faith efforts.

The following subsections are set forth here as required by section 4a-60a of the Connecticut General Statutes: (1) The subcontract agrees and warrants that in the performance of the subcontract such subcontractor will not discriminate or permit discrimination against any person or group of persons on the grounds of sexual orientation, in any manner prohibited by the laws of the United States or of the state of Connecticut, and that employees are treated when employed without regard to their sexual orientation; (2) the subcontractor agrees to provide each labor union or representative of workers with which such subcontractor has a collective bargaining agreement or other contract or understanding and each vendor with which such subcontract 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 subcontractor's commitments under this section, and to post copies of the notice in conspicuous places available to employees and applicants for employment; (3) the subcontractor agrees to comply with each

provision of this section and with each regulation or relevant order issued by said commission pursuant to section 46a-56; and (4) the subcontractor 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 subcontractor which relate to the provisions of this section and section 46a-56.

For the purposes of this entire Non-Discrimination section, "contract" includes any extension or modification of the contract, "contractor" includes any successors or assigns of the contractor, "marital status" means being single, married as recognized by the state of Connecticut, widowed, separated or divorced, and "mental disability" means one or more mental disorders, as defined in the most recent edition of the American Psychiatric Association's "Diagnostic and Statistical Manual of Mental Disorders", or a record of or regarding a person as having one or more such disorders. For the purposes of this section, "contract" does not include a contract where each contractor is (1) a political subdivision of the state, including, but not limited to, a municipality, (2) a quasi-public agency, as defined in Conn. Gen. Stat. Section 1-120, (3) any other state, including but not limited to any federally recognized Indian tribal governments, as defined in Conn. Gen. Stat. Section 1-267, (4) the federal government, (5) a foreign government, or (6) an agency of a subdivision, agency, state or government described in the immediately preceding enumerated items (1), (2), (3), (4) or (5).

2.2.16 FREEDOM OF INFORMATION ACT

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

Convincing explanation and rationale sufficient to justify each exemption consistent with the Act's Section 1-210 of the Connecticut General Statutes, must accompany the proposal. The rationale and explanation must be stated in terms of the prospective harm to the competitive position of the vendor that would result if the identified material were to be released and the reasons why the materials are legally exempt from release pursuant to the above cited statute. Please refer also to *Section 2.2.22 - Ownership of the System.*

ALL SUCH MATERIAL MUST BE SUBMITTED IN A SEPARATE, SEALED ENVELOPE AND MARKED "CONFIDENTIAL". THIS INCLUDES ANY INFORMATION REQUESTED IN AN ELECTRONIC FORMAT.
Between the vendor and the State, the final administrative authority to release or exempt any or all material so identified rests with the State.
2.2.17 SECURITY CLEARANCE

A vendor receiving an award from this RFP must understand and agree that all employees, including subcontracted personnel, shall be subject to all applicable Federal, State of Connecticut, DSS and DoIT security procedures.

NONDISCLOSURE OF SENSITIVE AND CONFIDENTIAL INFORMATION:

A vendor receiving an award shall protect from unauthorized disclosure any materials or information made available by the State of Connecticut, CT DSS or CT DoIT, or that the vendor has access to by virtue of the provisions of this order, that are not intended for public disclosure. This includes disclosure to individuals within the vendor's company who are not specifically assigned to work on this project.

All vendor employees or subcontractor employees assigned to perform under this project shall sign appropriate confidentiality and nondisclosure agreements affirming and acknowledging that the information, technical data or proprietary software to be made available in the performance of this project are restricted to State of Connecticut, CT DSS or CT DoIT use only. Employees shall not make the information, technical data, or proprietary software made available to them. The employee confidentiality and nondisclosure agreements are permanent agreements and shall survive the employee's employment by the vendor. Nondisclosure shall be signed by contractor and subcontractor employees prior to any work commencing on this project.

In the event that the award requires the vendor to gain access to the proprietary or sensitive information of Connecticut agencies or organizations, the vendor shall be required to execute written agreements with those entities, to protect the information from unauthorized disclosure and refrain from using it for any purpose other than for which it was furnished. A copy of all executed agreements shall be delivered to the DSS business manager for the project.

At the conclusion of this project, vendor representatives will conduct a thorough audit of the vendor's facilities/files to ensure that no unauthorized information, technical data or proprietary software exists in its possession.

All vendor employees will be expected to sign a CT DSS Confidentiality agreement to not disclose any information about persons, subjects, entities or locations included in the MCSD Project. This may include agreements required pursuant to HIPAA regulations.

Any vendor employee or subcontractor granted access to the Internet shall sign an Acceptable Use Policy Statement indicating that the State's Internet will be used for official business only.

2.2.18 AUTHORIZED TO WORK ON PROJECT – NO OFFSHORE DEVELOPMENT

A vendor receiving an award from this RFP must certify that all personnel are legally authorized to work on the project, pursuant to State and Federal guidelines, policy, mandates, and statutes, and further attest, under penalty of perjury, that all proposed project staff, whether named in the proposal or not, are one of the following:
- A citizen or national of the United States
- A Lawful Permanent Resident
- An Alien authorized to work until all project responsibilities have been fulfilled

Vendor must agree that each individual proposed at any time to perform activities on the project will be subject to an individual certification of authorization to work on the project. Any individual on the proposed project team that is eligible to work in the United Stated under an H-1B Visa must have sufficient time remaining on their Visa to ensure that such an individual is able to complete the requirements of this RFP before their Visa expires.

For submitted personnel to be eligible to actively participate in the project, they must be able to successfully pass a U.S. or Canadian background check, and must complete a State of Connecticut background check, if requested to do so.

The Department of Information Technology and the Department of Social Services are requiring that all design, development implementation and post-warranty support for the MCSD Project will take place **in the Continental US.**

2.2.19 KEY PERSONNEL

The vendor must certify that all personnel named in their proposal shall actually work on the contract in the manner described in their proposal. No changes, substitutions, additions or deletions shall be made unless approved in advance by the State, which approval shall not be unreasonably withheld. In addition, these individuals shall continue for the duration of the Contract, except in the event of resignation or death. In such event, the substitute personnel shall be approved by the State of Connecticut.

During the course of the Contract, the State of Connecticut reserves the right to approve or disapprove the vendor's or any subcontractor's staff assigned to the Contract, to approve or disapprove any proposed changes in staff, or to require the removal or reassignment of any Contractor employee or subcontractor employee found unacceptable by the State. Replacement of personnel who leave the Project shall be made within thirty (30) days. Replacement of any personnel shall be with personnel of equal ability and qualifications at a minimum and subject to approval by the State.

Any key personnel assigned by the vendor tasked with management of the project must employ the use of MS Project for the purposes of reporting project status to the State of Connecticut.

2.2.20 OWNERSHIP OF THE SYSTEM AND WORKFLOWS

The vendor, upon acceptance by the State of Connecticut of any computer code **developed or customized** as a result of this RFP, shall relinquish all interest, title, ownership, and proprietary rights (collectively, "Title") in and to the computer code and transfer said Title to the State and its designated agencies.

In accordance with the regulations found at 7 CFR 3016.34 – The federal awarding agency reserves a royalty-free nonexclusive, and irrevocable license to reproduce, publish or otherwise use, and to authorize others to use, for Federal Government purposes the copyright in any work developed under a grant, sub-grant, or contract under a grant or sub-grant or any rights of copyright to which a grantee, sub-grantee or contractor purchases ownership with grant support.

In accordance with the regulations pursuant to 45 CFR 95.617(b) concerning Federal license, specifically, that the Department of Health and Human Services reserves a royalty-free, nonexclusive and irrevocable license to reproduce, publish, or otherwise use, and to authorize others to use for Federal Government purposes, such software, modifications, and documentation.
The vendor agrees not to copyright or disclose proprietary State of Connecticut processes and workflows. Generic processes and workflows discovered during the execution of this RFP project work may be incorporated into vendor's products and services provided that written approval is obtained from DoIT and DSS or the agency for which the processes and workflows were developed.

2.2.21 ENCRYPTION OF CONFIDENTIAL DATA

All contracted vendors shall encrypt any and all State-stored data that is now, or hereafter, classified as confidential or restricted by the State. This encryption shall, without additional cost to the State, apply to all such data stored on non State owned and/or managed devices. The method used to encrypt data shall be compliant with then current State of Connecticut Architecture and Standards.

2.2.22 RIGHTS TO AUDIT

Responding vendors agree to provide the State of Connecticut and/or their representatives access to vendor documents, papers, or other records pertinent to the RFP response in order to make audits, examinations, excerpts and transcripts. "Representatives" would, in this case, include Auditors of the DSS, the Connecticut Auditors of Public Accounts, Auditors of CMS and Auditors of FNS and their designees.

2.2.23 WARRANTY

The vendor shall represent and warrant in the proposal that the MCSD components shall function according to the RFP requirements and vendor's written specifications, and that it shall be free from defects in materials and workmanship for a minimum period of one year after the State of Connecticut's acceptance of the MCSD components.

Vendor shall represent and warrant that the vendor shall modify, adjust, repair and/or replace any MCSD component(s) the State of Connecticut deems to be necessary or appropriate to have it perform in full accordance with the terms and conditions of the RFP.

2.2.24 INDEPENDENT PRICE DETERMINATION

The vendor must warrant, represent, and certify in the Transmittal Letter that the following requirements have been met in connection with this RFP:

- ♦ The costs proposed have been arrived at independently, without consultation, communication, or agreement for the purpose of restricting competition as to any matter relating to such process with any other organization or with any competitor.

- ♦ Unless otherwise required by law, the costs quoted have not been knowingly disclosed by the vendor on a prior basis directly or indirectly to any other organization or to any competitor.

- ♦ No attempt has been made or will be made by the vendor to induce any other person or firm to submit or not to submit a proposal for the purpose of restricting competition.

- ♦ The vendor did not participate in the RFP development process, had no knowledge of the specific contents of the RFP prior to its issuance, and that no employee of the State of Connecticut participated directly or indirectly in the vendor's proposal preparation.

2.2.25 OFFER OF GRATUITIES

The vendor must warrant, represent, and certify in the Transmittal Letter that no elected or appointed official or employee of the State of Connecticut has or will benefit financially or materially from this procurement.

Any contract and/or award arising from this RFP may be terminated by the State if it is determined that gratuities of any kind were either offered to or received by any of the aforementioned officials or employees from the vendor, the vendors agent(s), representative(s) or employee(s).

2.2.26 READINESS OF OFFERED PRODUCTS

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

2.2.27 INSPECTION OF WORK PERFORMED

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

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

The vendor will further retain such documents which are pertinent to any actions, suits, proceedings or appeals commenced during the three year period or until they have reached final disposition. The vendor shall also make this a requirement of any subcontractors whom the vendor engages and, accordingly, this requirement shall be included in the contract and shall survive the termination or expiration of the contract. During and after the installation of the products and System, the State, and its authorized representatives, shall be allowed access to inspect all Vendor materials, documents, work papers, equipment or products, deliverables, or any such other items which pertain to the scope of work for this RFP and contract. This requirement also applies to any subcontractors who may be engaged by the vendor.

2.2.28 DATE/TIME COMPLIANCE

The vendor shall represent and warrant in the proposal that the Hardware, Software and Firmware Products or each developed, modified or remediated item of Hardware, Software, Firmware ("item") or each service proposed shall be able to:
   ♦ accurately assess, present or process date/time data (including, but not limited to, management, manipulation, processing, comparing, sequencing and other use of date data, including single and multi-century formulae and leap years) before, during and after January 1, 2000.

   ♦ properly exchange date/time data when used in combination with other information technology, provided that other information technology not covered by this Contract is Year 2000 Compliant;

   ♦ perform as a System, as so stipulated in the Contract, and the warranty shall apply to those items as a System.
   ♦ where appropriate, respond to two digit date input in a way that resolves the ambiguity as to century in a disclosed, defined and predetermined manner.

Notwithstanding any provision to the contrary in any warranty or warranties, the remedies available to the State under this Date/Time Compliance Warranty shall include the obligation to repair or replace any Product and/or item whose non-compliance with this Warranty or defect is discovered by Contractor or the State, all at the expense of Contractor. If the State becomes aware thereof it must be made known to Contractor in writing.

This Warranty remains in effect through the 365 days following the termination of the resultant Contract. This provision shall not be construed to extend the Warranty Term of this Contract, except as services for defects to the System and all Products shall be required under any Maintenance Term.

Nothing in this Warranty shall be construed to limit any rights or remedies the State may otherwise have with respect to defects.

In addition, the vendor shall represent and warrant that the Products or items modified or remediated to achieve Date/Time compliance shall remain unaffected with respect to their functioning or performance except for processing and exchanging date and that Products or items not being modified or remediated directly shall remain unaffected with respect to their normal functioning or performance.

2.2.29 CORPORATE GOVERNANCE

The vendor must state in the Transmittal Letter whether it complies fully with the August 2002 corporate governance rules proposed by the New York Stock Exchange (www.nyse.com/pdfs/corp_gov_pro_b.pdf). Any non-compliance must be identified and explained.

3   TYPICAL ACTIVITIES CONDUCTED AFTER RFP ISSUANCE

3.1   VENDOR COMMUNICATION

3.1.1   PROCUREMENT SCHEDULE

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

Event Date	Event
August 20, 2009	RFP Issued
September 8, 2009	Vendor Conference – 10:00 AM EDT
September 11, 2009	Vendor Questions Due to State – 5:00 PM EDT
September 18, 2009	Letter of Intent to Propose Due to State – 4:00 PM EDT
TBD	State Response to Vendor Questions posted
November 12, 2009	**Proposal Submissions Due – 2:00 PM EDT**
TBD	State Review of Vendor, Business, Technical Proposals Conclude
TBD	State Review of Cost Proposals Conclude
TBD	Start of Contract Negotiations
TBD	Vendor Project Start Date

3.1.2 VENDORS' CONFERENCE

A Vendors' Conference will be held on September 8, 2009 at the Department of Information Technology offices located at 101 East River Drive, Room 4214A, East Hartford, CT 06108. The conference will begin at 10:00 am Eastern Time. Vendors planning to attend said conference are requested to contact Jacqueline Shirley via e-mail at Jacqueline.Shirley@ct.gov, no later than two business days prior to the conference so that DoIT can arrange for adequate space. Vendors who are attending **will not be granted access to the building without a photo ID** and should allow extra time for security procedures. Vendors planning to submit a proposal are **not required** to attend this conference. The State would prefer that the vendors restrict attendance to two per firm, if possible. Oral questions raised at the Vendors' Conference may be answered orally; however, responses will not be official, and may not be relied upon, until a written reply is issued through the DoIT Contracts and Purchasing Division.

3.1.3 VENDORS' QUESTIONS

The State intends to answer questions from any vendor that is considering responding to this RFP. Questions received by the Contracts and Purchasing Division (CPD) up to the vendor deadline of **September 11, 2009** at **5:00 pm Eastern Time** will be answered. Address any written inquires via e-mail to Jacqueline.Shirley@ct.gov To properly process vendor questions, vendors shall ensure that the RFP number **09ITZ0042** is on the subject line of the electronic mail message. Questions shall be included as Microsoft Word or compatible format, as an attachment. Responses to vendor questions will be posted on the DoIT Procurement website and the State Contracting Portal in the form of an Amendment to the RFP.

Any organization intending to submit a Proposal must submit a Notice of Intent to Propose (as set forth in **Schedule A**, attached hereto), which **must** be received by the State by **4:00 P.M. Eastern Time** on **September 18, 2009** at DOIT. More details concerning the submission of a Notice of Intent to Propose are included in Section 3.2. **This submission is a mandatory requirement of the RFP. Failure to submit a mandatory Letter of Intent to Propose in accordance with the requirements set forth herein shall disqualify an organization from consideration.**

3.2 NOTICE OF INTENT TO PROPOSE, RFP RESPONSE COORDINATION AND REVIEW

First, the State will only take receipt of Proposals from Proposers that have submitted a Notice of Intent to Propose - the submission is mandatory. Second, because of the significance and complexity of this Project, the State will only consider Proposals from qualified Proposers. A qualified Proposer is an organization who, in their Notice of Intent to Propose, can certify that the organization:

- Is currently engaged or has during the past three (3) years had experience in the development and implementation of Web, Document Management, and IVR systems comparable to that which is being requested in this RFP

Once Proposers have reviewed this RFP and determine that they may certify that they are a qualified Proposer and intend to submit a Proposal, they must submit a Notice of Intent to Propose to the State, in writing. Using the form attached as **Schedule A**, Proposers shall certify to the above requirements and advise the State of the name, address, telephone number and e-mail address of their primary and secondary contact persons.

To be effective each **Notice of Intent to Propose must be delivered to:**
Jacqueline Shirley
Director, Contracts & Purchasing
Department of Information Technology
101 East River Drive
East Hartford, CT 06108

only by use of one of the following methods of delivery: (a) personal delivery; (b) registered or certified mail, in each case, return receipt requested and postage prepaid; or, (c) national or internationally recognized overnight courier, with all fees prepaid, and received no later than **4:00 P.M. Eastern Time** on **September 18, 2009.** Access to any Due Diligence activities and information will be permitted only to those Proposers whose Notice of Intent to Propose has been received by the above noted deadline.

The State will open only those proposals received by the date and time specified in *Section 4.1 – Proposal Submission*.

Proposals received after the due date will be returned unopened. Vendors who are hand-delivering proposals **will not be granted access to the building without a photo ID** and should allow extra time for security procedures. Immediately upon opening, the State will review each proposal for vendor compliance with the instructions and conditions set forth in this RFP and the attachments hereto. DoIT, at its option, may seek vendor retraction and clarification of any discrepancy/contradiction found during its review of proposals. The Proposal Review Team will evaluate only proposals complying with the submission and formatting requirements of this RFP.

3.3   PROPOSAL EVALUATION

3.3.1   PROPOSAL REVIEW TEAM

A State proposal review team will be established consisting of representatives from the DSS and DoIT to review vendor responses to this RFP.

3.3.2   EVALUATION PROCESS

The State will conduct a comprehensive, fair and impartial evaluation of proposals received in response to this procurement. The evaluation process will include not only evaluations of the entire vendor RFP responses, but may include evaluations of vendor references, on-site or web-based demonstrations and other relevant sources of information regarding a vendor and its products and services.

The State will evaluate requested proposal information against all RFP requirements, using criteria and methodology pre-established in coordination with the planned users of a given service. Proposals will be evaluated in accordance with *Attachment 10 – Evaluation and Selection Criteria*. Additionally, the MCSD Proposal Review Team will also evaluate the responding vendor's:

- ♦ Understanding of the RFP as shown by the thoroughness of the vendor's proposal and the vendor's ability to provide the three major components necessary to modernize client service delivery and to meet the business requirements specified in *Attachment 6, Functional Requirements;*
- ♦ How well the vendor's product functionality matches defined business requirements;

♦ How well the vendor's proposed product design and technology matches defined technical requirements;

♦ The vendor's ability to perform the contractual services as reflected by technical training and education, general experience, and specific experience, if any, in modernizing client service delivery systems and specifically prior demonstrated experience in the design, development and implementation MCSD applications and

♦ How well the vendor is positioned to meet the project deadlines through resources allocation and project planning practices.

3.3.3   ESTABLISH AND CONDUCT APPLICABLE VENDOR BENCHMARKS

The State will determine the nature and scope of any benchmarking that it may deem to be necessary or appropriate to the evaluation of vendor System proposals.

3.3.4   BENCHMARKING PURPOSE AND SCOPE

The State may use benchmarks or a "Proof of Concept" to demonstrate and validate a vendor's proposal, to satisfy given operating requirements, and/or to ascertain the adequacy and timeliness of vendor responses to user requirements.

The State may employ two benchmark phases:

♦ Vendor-conducted and documented tests which are not monitored by the State, and

♦ Actual demonstrations to the State of the vendor's ability to perform as required.

3.3.5   UNMONITORED VENDOR-DOCUMENTED BENCHMARKS

State benchmarks often require vendors to conduct and document, within set time frames, the actual operation of their proposed service and the operation of sample functional sequences using State supplied information.

3.3.6   LIVE DEMONSTRATION OF BENCHMARKS TO STATE

The State usually requires vendors to conduct benchmark demonstrations at a mutually agreed upon site and at no cost to the State. Such demonstrations may be conducted at the site where the vendor conducted the unmonitored tests described above, or at a more convenient operating site which meets minimum State demonstration requirements. Should the demonstration, inspection, proof of concept, or benchmark site be beyond the regional area of Hartford, Connecticut then the vendor will be responsible for necessary travel, meals and lodging arrangements and expenses for a team of up to three (3) individuals. The evaluation of any and all live demonstrations beyond the regional area of Hartford, Connecticut shall be subject to a review and approval of the State's Office of State Ethics.

Vendors must indicate agreement that the State will be permitted to videotape demonstrations, inspections, and/or benchmarks. The State will limit the use of such videotapes to staff training, retraining, etc.

Further, the State reserves the right to request that vendors make additional presentations, either in person, by telephone, teleconference, videoconference or other means to the Proposal Review Team to clarify their proposal and respond to questions from the Proposal Review Team regarding their proposal. The State also reserves the right to conduct its own demonstration(s) or to require additional written documentation to support and clarify information provided in the proposal. Failure to respond to such requests may, at the discretion of the Proposal Review Team, result in disqualification of the vendor from further consideration.

3.4   IMPLEMENT NECESSARY AGREEMENTS

The offered agreement, *Attachment 5 - Information Processing Systems Agreement*, shall be the agreement pertaining to this issued RFP. In that the State's offered agreement is viewed as being most reasonable to the vendor, the State will not accept any request by the vendor to modify a specific provision unless there are compelling reasons for doing so, and that without the provision being modified the vendor will not consider contract approval. In any such case, vendor should state the rationale for the specific provision's unacceptability (define the deficiency); provide recommended verbiage (consistent with verbiage used throughout the agreement) for the State's consideration; and state how such recommended verbiage corrects the claimed deficiency and maintains fairness to both parties, as part of the proposal. **It is not acceptable** to simply replace a State provision with a vendor's "preferred" provision.

If for some reason the Contracts and Purchasing Division (CPD) cannot reach consensus with the vendor within a reasonable time, CPD shall offer the agreement to the next best proposal and so on until either the agreement is executed or the State decides to start the RFP process again.

3.5   NOTIFICATION OF AWARDS

The State will notify vendors who submit proposals as to any award issued by the State as a result of this RFP.

3.6   VENDOR DEBRIEFINGS

Vendors who wish to be debriefed must contact Ms. Jacqueline Shirley, Director, Division of Contracts and Purchasing, 101 East River Drive, East Hartford, CT 06016, in writing, within 30 days of the notification received in accordance with Section 3.5 (above). A debriefing will be scheduled as soon as reasonable after execution of the contract for the MCSD Project.

4   PROPOSAL REQUIREMENTS

4.1   PROPOSAL SUBMISSION

Vendor proposals in response to this **RFP #09ITZ0042** MUST be received at:

<div align="center">

Department of Information Technology
Division of Contracts and Purchasing
Attention Jacqueline Shirley
101 East River Drive, Room 4024
East Hartford, CT 06108

</div>

No later than **November 12, 2009 at 2:00 pm, Eastern Time** in order to be considered.

Postmark dates will not be considered as the basis for meeting any submission deadline. Therefore, any vendor proposal received after the deadline will not be accepted. Receipt of a proposal after the closing date and/or time as stated herein shall not be construed as acceptance of the proposal as the actual receipt of the document is a clerical function. If delivery of proposals is not made by courier or in person, the use of certified or registered mail is suggested. **Proposals will not be publicly opened on or before the due date.**

The submittal of proposals shall constitute, without any further act required of the vendors of the State, acceptance of the requirements, administrative stipulations and all of the terms and conditions of the RFP and all its attachments.

5 PARTICIPATING AGENCIES, ORGANIZATIONS AND INDIVIDUALS

The DSS Modernization of Client Service Delivery Project impacts and is supported by the following agencies, organizations, or individuals:

- Department of Social Services
- Department of Information Technology
- The clients, current and future, of the Department of Social Services
- Numerous Contracted and Community Partners of the Department of Social Services
- The US Department of Health and Human Services, Centers for Medicare and Medicaid Services
- The US Department of Agriculture, Food and Nutrition Service

6 ADVISORY ORGANIZATIONS

The DSS Modernization of Client Service Delivery Project receives guidance and advice from the following organizations:

- Connecticut Department of Information Technology
- Connecticut Department of Social Services

7 REFERENCES

- Connecticut General Statutes, Title 17 b, Social Services
- 45 CFR 92.36, CMS ADP Procurement Rules
- 42 CFR 431m Subpart F, Safeguarding Information
- 7 CFR 277, FNS Procurement Standards
- Compliance with Executive Order 11246 relating to the Equal Employment Opportunity
- Compliance with Section 306 of the Clean Air Act
- Compliance with Section 308 of the Clean Water Act
- Compliance with the Anti-Lobbying Act
- Compliance with Americans with Disabilities Act
- Compliance with Drug-Free Workplace requirements
- Compliance with suspension/debarment requirements
- Governor M. Jodi Rell, Executive Order # 19, State of Connecticut System Development Methodology

Attachment 1 – Mandatory Vendor Questionnaire

In order to respond to this RFP and have your proposal included in the evaluation process, a vendor should be able to answer "Yes" to the following questions.

If a proposal is submitted with any "No" responses or if the Questionnaire is returned incomplete or is missing altogether, the State may reject said proposal.

Vendor Name: _____

Vendor Address: _____

_____

_____

	Yes	No
1. Is your company, agents or subcontractors free from any pending civil litigation, arbitration or other similar actions as a result of work performed by the company or its agents or subcontractors?	____	____
2. Has your company been free from premature termination from any project, award or contract for cause?	____	____
3. Has your company been free from being subject of any liquidated damages at anytime during the last three (3) years?	____	____
4. Is your company free from any suspensions or disbarments?	____	____

Person certifying the above information:

Name: _____

Signature: _____

Title: _____

Attachment 2 - Vendor Proposal Format and Content Requirements

1   OVERVIEW

The State of Connecticut Department of Information Technology (DOIT), IT Contracts & Purchasing Division (CPD), is issuing this Request for Proposals (RFP) on behalf of the Department of Social Services (DSS) for the purposes of designing, developing, constructing, testing, implementing, and maintaining components that will modernize the delivery of services to DSS' current and future clients, aka, the Modernization of Client Service Delivery (MCSD) Project, in compliance with the DOIT Enterprise-Wide Technology Architecture (EWTA) standards and principles.

A vendor's proposal must be submitted in three (3) separate sections as follows:

> **Section I   - Vendor, Business, and Technical Proposal**
> **Section II   - Project Management and Staffing Proposal**
> **Section III   - Financial Proposal**

The three (3) sections of the proposal will be secured into two (2) bound covers as follows: **Section I & II** in one bound cover; **Section III** in the other bound cover.

Vendors shall submit their proposal according to the specifications supplied in the section titled *General Format Requirements*, located below. A valid proposal shall constitute the collection of the three mandatory sections of which there shall be:

> **A.   One (1) signed, printed original proposal (bound as described above)**
> **B.   Nine (9) additional printed and bound copies of the original proposal**
> **C.   Five (5) CD-ROM-based electronic copies of the original proposal**

The entire proposal must contain the requested content and be organized in the sequence provided per section 1.1, *VENDOR'S RESPONSE – TABLE OF CONTENTS*. Vendors are requested to identify each section and subsections with clearly distinguished and labeled "tabs" so that specific sections can be easily referenced.

> Please note that while a vendor may cross reference portions of the "Financial Proposal" from within the "Vendor, Business, and Technical Proposal" or the "Project Management and Staffing Proposal", any and all specific references to financial information, professional fees or other cost information must reside **solely** within the "Financial Proposal".

1.1   VENDOR'S RESPONSE - TABLE OF CONTENTS

Responding vendors must restrict and order their responses in each of the two binders in accordance with the following three (3) tables of content for Parts I, II and III. Please refer to *Section 3* of this document for a detailed description of each section.

Table of contents for Vendor, Business, and Technical Proposal:

Section I – Vendor, Business, and Technical Proposal	
I.A.1	**Completed and Executed Mandatory Forms and Documents**
I.A.1.1	Transmittal Letter / Confidential Proposal Information / Exceptions to Attachment 5 Terms & Conditions
I.A.1.2	Vendor Checklist
I.A.1.3	Mandatory Vendor Questionnaire
I.A.1.4	Vendor Validation and Authentication Statement / Any Deviations from EWTA Standards
I.A.1.5	CHRO Forms
I.A.1.6	Vendor Certifications
I.A.2	Executive Summary - 15 Pages maximum
I.A.3	Company Overview
I.A.4	Summary of Qualifications
I.A.4.1	Web Services, IVR/Call Center and Document Management Related Products and Services
I.A.4.2	Experience in Comparable Application Products and Services
I.A.4.3	Operational Requirements, Project Management & Staffing
I.A.5.1	Financial Overview
I.A.5.1.1	Financial Status / Financial Stability
I.A.5.1.2	Copy of Annual Statement (Public Companies Only)
I.A.6	Vendor Customer References
I.B.1	**Description of the Proposed Solution**
I.B1.1	Ability to meet all Architecture Requirements and State Technical Standards, including those of DSS, as set forth in *Section 3 of Attachment 6 of the RFP.*
I.B 1.2	Architecture Overview, including assurance that the applications will function within normal performance standards and meet EWTA requirements *(Attachment 13)*
I.B.1.3	Ability to meet the Web Services Requirements as set forth in *Section 4 of Attachment 6 of the RFP.*
I.B.1.4	Ability to meet the Telephony Requirements as set forth in *Section 5 of Attachment 6 of the RFP.*
I.B.1.5	Ability to meet the Document Management and Workflow Requirements as set forth in *Section 6 of Attachment 6 of the RFP.*
I.B.1.6	Ability to meet the Operational Requirements as set forth in *Section 7 of Attachment 6 of the RFP.*

Table of contents for Project Management and Staffing Proposal:

Section II – Project Management and Staffing Proposal
II.1   Executive Summary – 15 Page maximum
II.2   Ability to meet the Project Management Requirements as set forth in *Section 8 of Attachment 6 of the RFP.*
II.3   Ability to meet the Staffing Requirements as set forth in *Section 9 of Attachment 6 of the RFP.*
II.4   Example System Development Methodology Documents (Optional)

Table of contents for Financial Proposal:

Section III – Financial Proposal
III.1   Executive Summary - 5 page maximum
III.2   Small and Minority Business Utilization Information
III.3   RFP Attachment 03 - Vendor Proposal Cost Worksheets

2   GENERAL FORMAT REQUIREMENTS

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

2.1   BINDING THE PROPOSAL

The original hardcopy, which <u>must be clearly identified and signed</u>, and each additional hardcopy of the proposal must be bound using loose leaf style binders; with the proposal sections being bound as described above. **Proposals that are submitted that use Spiral, WireForm, GBC or Perfect Bound, type of binding materials are not acceptable.**

Each hardcopy binder cover slip must include the responding Vendor's name, address and the RFP number (RFP # 09 ITZ&&&&) as a reference in the lower right corner. Titles for the appropriate sections shall be centered on the cover slip. The spine of each binder must contain the proper section title, with the RFP number reference and the submitting Vendor's name.

2.2   FORMATTING THE PROPOSAL'S CONTENT

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

1. Text shall be on 8 ½" x 11" paper in the "portrait" orientation, except where a supplied template is in "landscape" orientation,

2. Text shall be single spaced,

3. The State prefers a Sans Serif baseline font for the body of the document with a font pitch no smaller than 11 points,

4. The margin at the binding edge of any document shall be a minimum of one and one half inches (1 ½"), all other margins shall be one inch (1"),

5. Inline graphics or illustrations shall be clean and crisp in appearance must be captioned appropriately,

6. Any graphics or illustration may have a smaller text spacing, pitch and font size but must be legible,

7. Oversize attachments or appendices should not exceed more than one fold to conform to 8 ½" X 11".

8. Resumes must be in a consistent format; but they do not need to conform to the formatting guidelines for the proposal itself. **Resumes are strictly limited to two (2) pages per person.**

2.3   ELECTRONIC VERSIONS (CD-ROM)

The vendor is expected to provide the State with a five sets of electronic versions of the proposal. These electronic versions are to be submitted using CD-ROM media, formatted for use with computers using the Microsoft Windows operating system. Each CD-ROM set shall consist of two disks. The five sets are to be submitted in the following manner:

> ***CD-ROM Set***   CD-ROM 1: Section I – Vendor, Business, and Technical Proposal
> Section II – Project Management and Staffing Proposal
>
> CD-ROM 2: Section III- Financial Proposal

Each CD must be submitted in a protective case and must be clearly labeled on the cover and spine in a manner consistent with the hardcopy submission. In addition, the CD itself must be labeled with the RFP reference and the caption "*CD ROM n of 2"*, where *n* is the sequence number of the CD in the set.

Electronic versions of the proposal are to be rendered in the PDF file format, using Adobe Acrobat version 5.x or a compatible product. The PDF document must be created with Fast Web View; tagged PDF must be enabled, and the electronic version must contain a master table of contents supporting hyperlinks to each entry in the table of contents and a link to the master table of contents on each page.

Also, electronic versions of the vendor Cost Worksheet attachments (e.g. *Attachment 3*) are expected to be submitted in the original Microsoft Word format as well as rendered in PDF file format.

The contents of the CD-ROMs must be organized intuitively. For example, vendors can create directory and subdirectories to categorize content in a logical way. It's desirable that there are no files in the root directory of the CD-ROM other than the home directory for each of the sections that are appropriate for that CD.

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

2.3.1   CORRUPTED PDF DOCUMENTS

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

Corrupted text can occur when fonts used in a PDF document do not exist on the reader's computer and font substitution is used by the PDF reader. Adobe recommends that: *"For precise control over the appearance of text in a PDF file, you can embed fonts using either Acrobat PDF Writer or Acrobat Distiller. Acrobat viewers can display and print embedded fonts in PDF files, even if they are not installed on the computer on which the files are viewed."*

3   SECTION I – VENDOR, BUSINESS, AND TECHNICAL PROPOSAL

All proposals in response to this RFP must specify the vendor's unequivocal acceptance of all the requirements of this RFP and must reflect written compliance to all its requirements.

Proposals must include a Table of Contents that includes sections and subsections with page numbers. Vendors should to ensure that the Table of Contents is updated prior to publishing the proposal.

3.1   I.A.1 COMPLETED AND EXECUTED MANDATORY FORMS AND DOCUMENTS

Mandatory forms and documents are included in RFP Attachments. They are required to be completed, signed and notarized, if necessary. The original mandatory forms and documents must be included in the signed master/original bound proposal. Additional print and electronic versions of the proposal must contain copies of the original.

3.2   I.A.1.1 TRANSMITTAL LETTER

Proposals must include a Transmittal Letter addressed to the Director, Contract and Purchasing Division, DOIT, which must be in the form of a standard business letter, signed by an individual authorized to legally bind the vendor.

The letter shall include the name, title, current mailing address, telephone number and extension, fax number as well as a valid e-mail address for the person that the State is to contact to resolve questions or issues regarding the submitted proposal. The Transmittal Letter must contain specific statements, cross-referenced to the State administrative requirements stipulated in various places in *Section 2* of the main body of this RFP, to establish the vendor's full acceptance of all such requirements.

The vendor must use *RFP Attachment 11 – Sample Vendor Transmittal Letter* as a template for this letter. Do **not** add material to the Transmittal Letter. **However, if applicable, any confidential sections of the Proposal that the proposing vendor believes should be exempt from disclosure under the Freedom of Information Act (Reference Section 2.2.18) and any exceptions that the proposing vendor is taking to the terms and conditions contained in Attachment 5 (Reference Section 3.4) must follow the Transmittal Letter before the Vendor Checklist.**

3.3   I.A.1.2 VENDOR CHECKLIST

Include completed *RFP Attachment 08 – Vendor's Checklist*. The Vendor's Checklist must immediately follow the Transmittal Letter.

3.4   I.A.1.3 MANDATORY VENDOR QUESTIONNAIRE

Include completed *RFP Attachment 01 - Mandatory Vendor Questionnaire*.

3.5   I.A.1.4 VENDOR VALIDATION AND AUTHENTICATION STATEMENT

Include completed *RFP Attachment 04 - Vendor Validation and Authentication Statement*.

3.6   I.A.1.5 CHRO FORMS

Include completed *RFP Attachment 07 - CHRO Contract Compliance Monitoring Report*.

As an attachment to the completed CHRO forms, state the percentage of the total project costs that will be set-aside for a State of Connecticut certified small or minority business enterprise. Include details as to the name of the firm and the goods and / or services that will be obtained from the Connecticut-certified business enterprise. If the firm is not a Connecticut-certified small or minority business enterprise, but the responding vendor believes that consideration should be given to another type of disadvantaged business enterprise, provide details on that business enterprise, including the percentage of the total project costs that will be set-aside for that firm. **Do not state the dollar amount of the set-aside state the percentage of the total project costs. The dollar amount of the set-aside should be stated only in the Financial Proposal.**

3.7   I.A.1.6 VENDOR CERTIFICATIONS

Include all required certifications in a completed *RFP Attachment 09 - Vendor Certifications*. Please note that the Non Discrimination Form for Business Entities other than individuals requires that a Board Meeting be held

3.8   I.A.2 EXECUTIVE SUMMARY

This RFP requires that an Executive Summary will be part of each of the three Sections. This is to permit a vendor to briefly summarize the most salient aspects of each section of the proposal in terms of satisfying the requirements presented in this RFP. The Executive Summary must provide a high-level overview of the vendor's proposal in such a way as to demonstrate a broad understanding of the RFP requirements. The vendor must summarize their understanding of the objectives of the State in issuing this RFP, the intended results of the Project, the scope of work and any issues which the vendor believes needs to be addressed in this Project. The Executive Summary <u>must not</u> mention the dollar amount proposed for the project. The Executive Summary for Section I and II of the proposal is strictly limited to fifteen (15) pages. Material that extends beyond the fifteen (15) page limit will not be read, considered or evaluated by the Evaluation Team.

3.9   I.A.3 COMPANY OVERVIEW

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

Provide a brief summary of the company discussing size, markets, customer base, company organization, strengths and achievements. If the company is a subsidiary of another company, the name and address of the parent company must be provided. The company summary section of the proposal is strictly limited to five (5) pages for the prime contractor and each sub contractor. Material that extends beyond the five (5) page limit for each entity will not be read, considered or evaluated by the Evaluation Team.

The State of Connecticut is seeking organization and client profile information, which may include their resellers or implementation partners. The minimum information required is:
1. Formal Company Name
2. Company Trade Name (If Different)
3. Physical Address
4. Mailing Address
5. Corporate TIN/FEIN
6. Company Representative Contact Information
   a. RFP Response Contact Person
   b. Title

      c.   Daytime Telephone & Extension
      d.   Electronic Mail Address
      e.   Company Web Site

7. Publicly or Privately Held
8. Stock Symbol (Public Companies)
9. Corporate Status (C Corporation, 501(C) 3, LLC, etc.)
10. Date of Incorporation
11. State of Incorporation
12. Number of Business Locations
13. Address and Description of offsite Development Center(s)
      a.   Address
      b.   Management Structure / Organization Chart
14. Number of Employees
15. Number of Developers
16. Number of Help Desk or Support Staff
17. Number of <u>Active</u> Government Clients or Customers
18. Years of Experience with Online Licensing or any projects of similar scope and complexity
19. Resellers or Partners & Nature of Partnership
20. References (Name, Title, Mailing Address, Work Phone, e-mail Address) – See section 3.6.

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

COMPANY PROFILE – SAMPLE SOLUTIONS, INC.	
Formal Company Name	**Sample Solutions, Inc.**
Company Trade Name	**Sample Consulting**
Physical Address	**123 Easy Street, Suite 1000** **Anytown, CA 90266**
Mailing Address	**P.O. Box 123456** **Anytown, CA 90266-1234**
Corporate Tax Identification	**35-1234567**
and so forth…	

3.10   I.A.4 SUMMARY OF QUALIFICATIONS

Qualifications must contain a detailed description of the prime contractor and subcontractors (if applicable).

3.10.1 I.A.4.1 WEB SERVICES, IVR / CALL CENTER AND DOCUMENT MANAGEMENT RELATED PRODUCTS AND SERVICES

Vendors must list the most recent systems installed to date, up to a maximum of five (5), which include information on the architectural design of the environment on which the systems reside and information on the technologies installed relative to the modernization of client service delivery. Details of other relevant information technology experience, which would be valuable in the completion of this project, may be provided. If subcontractors are proposed, provide relevant experience and qualifications for all proposed subcontractors.

3.10.2 I.A.4.2 EXPERIENCE IN COMPARABLE APPLICATION PRODUCTS AND SERVICES

Vendors must list the most recent systems placed in production to date, up to a maximum of five (5). Details of other relevant information technology experience, which would be valuable in the completion of this project, may be provided. If subcontractors are proposed, provide relevant experience and qualifications for all proposed subcontractors.

3.10.3 I.A.4.3 OPERATIONAL REQUIREMENTS, PROJECT MANAGEMENT AND STAFFING

Vendor must list their experience in these areas as they relate to projects similar in size and scope to the MCSD Project. If applicable, provide relevant experience and qualifications for all proposed subcontractors.

3.11 I.A.5.1 FINANCIAL OVERVIEW

Elaborate on company trends, current sales data, or any other financial information that may differentiate vendor from other proposals.

3.12 I.A.5.1.1 FINANCIAL STATUS

Sales in dollars for the three most recent years must be given, along with a financial statement (e.g. Profit & Loss) for the last fiscal year. Vendors must also provide revenue attributable to the sale of integrated information technology systems, either produced or integrated over the three most recent years. All financial penalties and liquidated damages imposed in the last three (3) years must be disclosed. If none, state so.

3.13 I.A.5.1.2 COPY OF ANNUAL STATEMENT (PUBLIC COMPANIES ONLY)

If the vendor submitting the RFP response is publicly traded, or any of the subcontractors specified, please attach the most recent financial report(s) or annual statement(s).

3.14 I.A.6 VENDOR CUSTOMER REFERENCES

Qualified vendors may be required to provide a demonstration of installed systems. Such systems must be fully operational and similar in scope, function, and complexity to the applications described in this RFP. At a minimum, the demonstration must show the vendor's ability to meet system response time requirements, as well as the performance characteristics for the individual components described in this RFP.

Vendors must provide three (3) client references, federal, state or local governmental entities preferred, with installed systems, in production, comparable to that being proposed for the State of Connecticut. Reference information must include:

- ♦ Name and Address of Customer, Organization, or State Agency.
- ♦ Contact Person, Title, Current Phone, Address and electronic mail address, Role for the product deployment.
- ♦ Days of week and times that person can be contacted.
- ♦ Date of Installation and Types of Applications Software/Hardware.
- ♦ Was project or product deployment of similar size and scope as outlined in this RFP?
  - o Configuration/Hardware & Software.
  - o # of users, size of database, transaction rates, or other factors that will help to determine size/scale of application solution.
  - o Complexity or user interfaces or system interfaces.

3.15   I.B.1 DESCRIPTION OF THE PROPOSED SOLUTION

Vendors are asked to briefly summarize the proposed solution including how they intend on satisfying the requirements for the Modernization of Client Service Delivery Project. While this narrative should not be lengthy, it should provide the reader with a general understanding of the nature of the proposed solution and, specifically, how the responding vendor believes this will meet the objective of this RFP and the requirements found therein.

3.16   I.B.1.1 ABILITY TO MEET ALL ARCHITECTURE REQUIREMENTS AND STATE TECHNICAL STANDARDS, INCLUDING THOSE OF DSS, AS SET FORTH IN SECTION 3 OF ATTACHMENT 6 OF THE RFP

Vendor will provide a brief overview as to how the products and services proposed can satisfy the requirements outlined in Section 3 "Architecture" of Attachment 6 of the RFP.

3.17   I.B.1.2. C.1 ARCHITECTURE OVERVIEW, INCLUDING ASSURANCES THAT THE APPLICATION WILL FUNCTION WITHIN NORMAL PERFORMANCE STANDARDS AND MEET ALL EWTA REQUIREMENTS AND DSS ARCHITECTURE REQUIREMENTS (ATTACHMENT 13)

Proposals must to comply with state and agency technical standards and design principles. The state technical Enterprise-Wide Technical Architecture (EWTA) standards are defined by DoIT (Attachment 13) along with Web Hosting Requirements (Attachment 13). In addition to Attachment 13, please refer to *http://www.ct.gov/doit* and select State Technical Architecture, for additional information on the EWTA process and principles.

Attachment 6, Section 3 (Architecture) specifies DSS Architecture standards specific to DSS (as a subset of state EWTA standards). Vendor proposals must to adhere to these standards. Any recommendations that deviate from the defined standards must be supported by justifications and acceptance will be at the discretion of the state.   The proposal must also articulate how new elements being introduced into the DSS environment will affect current standards or require the introduction of new standards.

DSS plans for this RFP to be the basis of the "Framework of the Future" which will allow the agency to build upon this framework, determined by programmatic priorities at any future date, as well as on the need to evolve existing technology infrastructure and software.

One of the goals of the architecture requirements in this section is to ensure the MCSD becomes the "Framework of the Future" for DSS. This will allow the agency to build upon this framework, determined by programmatic priorities or new programs added at any future date, as well as the need to evolve existing technology infrastructure and software. All vendors must address in Section 3 how the proposed solution will enable flexibility and scalability in determining priorities and implementing enhancements as part of subsequent modernization projects. Flexibility must include the ability to integrate internally with other agency systems, and externally with other state agency programs.

The Department of Information Technology has determined that a Service Oriented Architecture (SOA) approach to new agency information systems is beneficial as a strategic IT approach. DSS has concluded that SOA based proposals will be preferred because they provide strategic value to the agency with better integration and business flexibility for future agency priorities.

If the vendor proposes an SOA approach, they must demonstrate the benefits of this approach in Section 3 relating to:

- Integration of the new technologies being implemented;

- Integration with the current environment (including EMS and ConneXion);

- Ability to integrate new system functionality in the future; and

- Ability to reuse functionality in current DSS systems, at other state agencies, or in external organizations working with DSS.

As part of the response, the vendor must present a detailed architecture design for the proposed product along with a text description and annotated diagram (or diagrams) that describes how the integrated solution incorporating all three technologies (Web Application, Telephony, and Document Management / Workflow) will meet the standards and requirements. Descriptions and diagrams must clearly identify all software and hardware requirements, interfaces capabilities, message formats, security, hardware sizing parameters, and data flow from the web to the application to the database.

3.18 I.B.1.3 ABILITY TO MEET THE WEB SERVICES REQUIREMENTS AS SET FORTH IN SECTION 4 OF ATTACHMENT 6 OF THE RFP

Vendor will provide a brief overview as to how the products and services proposed can satisfy the requirements outlined in Section 4 of Attachment 6 of the RFP.

3.19 I.B.1.4 ABILITY TO MEET THE TELEPHONY REQUIREMENTS AS SET FORTH IN SECTION 5 OF ATTACHMENT 6 OF THE RFP

Vendor will provide a brief overview as to how the products and services proposed can satisfy the requirements outlined in Section 5 of Attachment 6 of the RFP.

3.20 I.B.1.5 ABILITY TO MEET THE DOCUMENT MANAGEMENT AND WORKFLOW REQUIREMENTS AS SET FORTH IN SECTION 6 OF ATTACHMENT 6 OF THE RFP

Vendor will provide a brief overview as to how the products and services proposed can satisfy the requirements outlined in Section 6 of Attachment 6 of the RFP.

3.21 I.B.1.6 ABILITY TO MEET THE OPERATIONAL REQUIREMENTS AS SET FORTH IN SECTION 7 OF ATTACHMENT 6 OF THE RFP

Vendor will provide a brief overview as to how the products and services proposed can satisfy the requirements outlined in Section 6 of Attachment 6 of the RFP.

4   SECTION II PROJECT MANAGEMENT AND STAFFING PROPOSAL

4.1   II.1 EXECUTIVE SUMMARY

This RFP requires that an Executive Summary will be part of each of the three Sections. This is to permit a vendor to briefly summarize the most salient aspects of each section of the proposal in terms of satisfying the requirements presented in this RFP. The Executive Summary must provide a high-level overview of the vendor's proposal in such a way as to demonstrate a broad understanding of the RFP requirements. The vendor must summarize their understanding of the objectives of the State in issuing this RFP, the intended results of the Project, the scope of work and any issues which the vendor believes needs to be addressed in this Project. The Executive Summary for Section II of the proposal is strictly limited to fifteen (15) pages. Material that extends beyond the fifteen (15) page limit will not be read, considered or evaluated by the Evaluation Team.
The Executive Summary must not mention the dollar amount proposed for the project.

4.2   II.2 ABILITY TO MEET THE PROJECT MANAGEMENT REQUIREMENTS AS SET FORTH IN SECTION 8 OF ATTACHMENT 6 OF THE RFP

Vendor will provide a brief overview regarding how the proposing organization can satisfy the intended project management, requirements as outlined in Section 8 (Project Management) of Attachment 6 of the RFP. Briefly describe previous project management experiences.

Describe the project management methodology to be utilized for all planning and management activities related to this project.

Provide a complete list of software tools and respective version numbers vendor will use to support all project management planning and reporting activities.

Using the Project Implementation Schedule, Attachment 5, Exhibit 2, as the foundation, show time lines, recommended tasks, task dependencies, deliverables, risks, milestones, and resource allocations. The project plan should address what resources will be assigned what major milestones and how these milestones will be completed. Discuss all the elements necessary to satisfy the intent of System Development Methodology (SDM), Attachment 14.

4.3   II.3 ABILITY TO MEET THE STAFFING REQUIREMENTS AS SET FORTH IN SECTION 9 OF ATTACHMENT 6 OF THE RFP

Proposal must address the resources that will be provided for the MCSD Project. The responsibilities/duties for each role should be well defined. Attach organization's job class descriptions for the members of the project team.

Proposal should identify the following project resources:
 ♦ Roles – what project roles, quantity of staff, and duration are needed for the vendor proposal?
 ♦ Resources – what resources (e.g. equipment, State of Connecticut staff, software for project delivery) are needed, when, and how many? Consider what equipment will be necessary for meetings, demos, training, and testing. What resources is vendor providing?
 ♦ Access/Space – what type of access to staff and space will be needed? What kind of space (e.g. number of cubicles.)

It is acceptable to attach multiple organization charts, particularly if vendor team composition will be different during project intervals (e.g. design, construction, testing)

4.4   II.4 SYSTEM DEVELOPMENT METHODOLOGY (SDM) PRACTICES - OPTIONAL

Vendors may include a description of their own, established SDM practices. If these practices utilized by the organization are documented in Standard Operating Procedures, Practice Manuals, and/or project/software management reference guides, provide documentation.

Explain the established SDM, describing the phases, milestones, deliverables, etc and its ability to align with State of Connecticut SDM phases: Business Issue, Business Requirements, Design, Construct, Test, Implement, and post implementation/maintenance. Can the SDM methodology support differing roll-out strategies such as "Waterfall", "Iterative", or "Hybrid" oriented?

Can the organization demonstrate that they have "working hands-on" experience with this SDM? Do all projects use this SDM?

Only project and software management practices and principles that comply with established State of Connecticut SDM will be acceptable. Will the organization be able to adapt practices and procedures, if necessary, to accommodate State of Connecticut SDM requirements?

5   SECTION III – FINANCIAL PROPOSAL

Vendors must show all costs to the State of Connecticut for the proposed MCSD solution. For this RFP, the proposed cost shall be presented as a fixed price. Fixed price costs may be broken down into discernible units. The vendor will have the opportunity to detail these calculations and assumptions to develop the fixed price in the Cost Worksheets. Vendor agrees that any costs not included in its proposal, for software or service or equipment or any other product or resource necessary to implement a vendor's proposal solution, which was "forgotten" or not included with the proposal submission is the responsibility of the vendor. The State of Connecticut reserves the right to infer or consider costs, which in the State's opinion, have not been included in the vendor's proposal that may contribute to the State's total cost of ownership.

It is required that this information be presented in accordance with *Attachment 3, Cost Worksheets,* of this RFP:

♦   The cost information must include details of unit prices by product component being proposed, quantity, and extended prices by product component, subtotals and any applicable discounts. One time costs such as freight charges and installation charges must be included by product as appropriate.

♦   Indicate in the proposal that the proposal is valid for at least one (1) year from the proposal submission date and prices will be effective for at least one (1) year. A responding vendor further agrees that any across the board price decreases announced by the vendor for any products offered under the proposal will be passed on to the State of Connecticut.

♦   Cost Proposals must rely on the worksheets found in *Attachment 3*. The pricing worksheets provide the format for presenting item-by-item pricing for hardware, software, conversion, maintenance, etc. Vendors must offer a Firm Fixed Price for the core system and a fixed hourly rate for all time and materials for related services when appropriate.

♦   **Separate Pricing worksheets must be provided for any optional system feature**. Vendors must include all necessary software, and maintenance to implement fully functional systems in the cost proposal.

♦   All License fees for application and support licenses must clearly indicate the license type(s) i.e. Lump-sum, Perpetual or Periodic Payment License.

♦ All Maintenance and Support fees must clearly indicate when such fees are payable including the commencement and timing following any initial maintenance and support provide under the initial purchase.

♦ Vendor must fully disclose and explain any fees, charges, costs that are dependent upon other factors including but not limited to hardware, software, management, staff, training, etc.

The State of Connecticut reserves the right to acquire hardware, operating and support software through its normal procurement channels for these items.

5.1   III.1   EXECUTIVE SUMMARY

The Cost Proposal Executive Summary must recapitulate the proposal as broken down in *Attachment 3, Vendor Proposal Cost Worksheets*. The summary may not exceed five (5) pages. Use *Attachment 3* to specify additional cost details. Clearly summarize the Financial Proposal and additional costs elements that may interest the State of Connecticut. If applicable:

♦   Include any assumptions, qualifications, or explanations that will provide additional clarification for understanding the Financial Proposal.

♦   Describe any price protection applicable to product service/maintenance payments during the periods cited in the Cost Worksheets.

♦   Specify the basis and extent of any applicable product discounts (e.g., government, educational, multiple system installations) that may be available to the state but are not already reflected in the Cost Worksheets. If the cost offerings already reflect any discounts, specify the type and percent of the discount(s) reflected. The State reserves the right to make additions or reductions in awards as a result of this RFP. Indicate agreement to maintain the same discount rate as proposed.

♦   State the supply costs or specialty equipment required. Please provide source, reusability, and unit cost of any supplies needed for use by any proposed product. Please refer to *Appendix 3* for the worksheet for any such costs.

5.2   III.2   SMALL AND MINORITY BUSINESS UTILIZATION INFORMATION

In this section of the Financial Proposal, responding vendors must clearly state as a percentage of the total project costs and as a dollar amount that will be set-aside for a State of Connecticut certified small or minority business enterprise. Vendors must include details as to the name of the firm and the goods and / or services that will be obtained from the Connecticut-certified business enterprise. If the firm is not a Connecticut-certified small or minority business enterprise, but the responding vendor believes that consideration should be given to another type of disadvantaged business enterprise, provide details on that business enterprise, including the percentage **and the dollar amount** of the total project costs that will be set-aside for that firm.

5.3   III.3   RFP ATTACHMENT 03 - VENDOR PROPOSAL COST WORKSHEETS

Note Well: **Throughout the RFP, particularly in Attachment 6, requirements that are stated with the word "must" and "preferred" are mandatory, and costs are to be included in the Cost Worksheets. Costs for "preferred" items must be provided on separate cost sheets and not included in the overall total. These will be discussed at contract time. Items that are stated in terms of "should" are optional and are to have costs shown separately on the Cost Worksheets.**

The *RFP Attachment 3, Vendor Proposal Cost Worksheets* will be placed into this section of the financial proposal. The worksheets must be filled out completely in accordance with the instructions within the attachment. An incomplete or partially filled in worksheet may disqualify or negatively affect a proposal. There are provisions within the cost worksheets to allow a vendor to explain or qualify any category price. The RFP *Attachment 10 - Evaluation and Selection Criteria,* explains the RFP scoring process. Only qualified Business, and Technical Proposals / Project Management and Staffing Proposals will have the Financial Proposals opened and examined.

Attachment 3 - Vendor Cost Worksheets

Worksheets Table of Contents

The above-noted Worksheets are to be used to complete the required Cost Proposal. The Cost Proposal, as well as the Product Schedule, the Project Implementation Summary and the Project Implementation Schedule will become part of Attachment 5, the Information Processing Systems Agreement between the Vendor and the State. **Samples** of the Product Schedule, Project Implementation Summary, and the Project Implementation Schedule are included at the end of this Attachment and represent the format required by the State.

The State expects the submitting vendor to modify the actual content of the Cost Worksheets and the Product and Project schedules to represent the vendor's actual Proposal.

Request for Proposals – Modernization of Client Service Delivery

Form 1
The respondent shall complete the worksheet forms before entering pricing on form 1. Enter the grand total costs or items for each phase of the proposed project under <u>TOTAL NOT TO EXCEED COSTS.</u>

TOTAL NOT TO EXCEED COSTS

Application Software Cost	
Software Development (or customization) Cost	
License Fees	
Installation/Implementation Cost	
Conversion Cost	
Training Cost	
Documentation Cost	
Maintenance/Support Cost	
Supplies Cost	
Project Management Cost	
Other Cost	

TOTAL NOT TO EXCEED COST

Request for Proposals – Modernization of Client Service Delivery

Five-Year Total Cost Summary

	Total	Year 1	Year 2	Year 3	Year 4	Year 5
Application Software Cost						
Software Development or Customization Cost						
License Fees						
Installation/Implementation Cost						
Conversion Cost						
Training Cost						
Documentation Cost						
Maintenance/Support Cost						
Supplies Cost						
Project Management Cost						
Other Cost						

APPLICATION SOFTWARE COST

Product ID	Description	Qty	Unit Price	Discount	Total

Submit as many worksheets as necessary.   Provide one total for multiple worksheets, if applicable.

TOTAL

SOFTWARE DEVELOPMENT OR CUSTOMIZATION COST

Product ID	Description	Qty	Unit Price	Discount	Total

Submit as many worksheets as necessary. Provide one total for multiple worksheets, if applicable.

TOTAL

LICENSE FEES

Product ID	Description	Qty	Unit Price	Discount	Total

Submit as many worksheets as necessary. Provide one total for multiple worksheets, if applicable.

TOTAL

INSTALLATION/IMPLEMENTATION COST

Product ID	Description	Qty	Unit Price	Discount	Total

Submit as many worksheets as necessary. Provide one total for multiple worksheets, if applicable.

TOTAL　　　　　　　| |

CONVERSION COST

Product ID	Description	Qty	Unit Price	Discount	Total

Submit as many worksheets as necessary. Provide one total for multiple worksheets, if applicable.

TOTAL

TRAINING COSTS

Product ID	Description	Qty	Unit Price	Discount	Total

Submit as many worksheets as necessary. Provide one total for multiple worksheets, if applicable.

TOTAL

DOCUMENTATION COSTS

Product ID	Description	Qty	Unit Price	Discount	Total

Submit as many worksheets as necessary. Provide one total for multiple worksheets, if applicable.

TOTAL

MAINTENANCE/SUPPORT COSTS
(After warranty and five year Maintenance and support period)
(Renewable at option of State)

Product ID	Description	Qty	Unit Price	Discount	Total

Submit as many worksheets as necessary. Provide one total for multiple worksheets, if applicable.

TOTAL   [   ]

WARRANTY COSTS

Product ID	Description	Qty	Unit Price	Discount	Total

Submit as many worksheets as necessary. Provide one total for multiple worksheets, if applicable.

TOTAL

SUPPLIES COSTS

Product ID	Description	Qty	Unit Price	Discount	Total

Submit as many worksheets as necessary. Provide one total for multiple worksheets, if applicable.

TOTAL

PROJECT MANAGEMENT

Product ID	Description	Qty	Unit Price	Discount	Total

Submit as many worksheets as necessary. Provide one total for multiple worksheets, if applicable.

TOTAL

OTHER COSTS

Product ID	Description	Qty	Unit Price	Discount	Total

Submit as many worksheets as necessary. Provide one total for multiple worksheets, if applicable.

TOTAL

PERSONNEL COSTS

PERSON (NAME AND TITLE)	Description of Job Duties	Daily Rate – 8 hour day	Number of days	Discount	Total

Submit as many worksheets as necessary. Provide one total for multiple worksheets, if applicable.

TOTAL

Product Schedule: Shall mean that document which establishes the products, licensing periods, system maintenance and support, training, other services and their associated pricing then available to the State under the provisions of this Agreement.

Note: The Vendor may supplement the Product Schedule at any time, **in accordance with Section 3.c and 3.d of the Agreement**, to make additional Products/Services and their pricing available to the State. The Vendor may update any Product Schedule's pricing by amending the Product Schedule **in accordance with Section 3.d of the Agreement**

SAMPLE PRODUCT SCHEDULE

Development Billable Rates

Labor Category	Hourly Rate
Project Manager	
Business Analyst.	
Workflow Analyst.	
Systems Analyst	
Team Leader	
Data Modeler	
Programmer/Analysts Sr.	
Programmer/Analysts Jr.	
Technical Support	
Trainer	
Training Analyst	
Conversion personnel.	
Documentation Specialist	

Maintenance Billable Rates:

Labor Category	Hourly Rate
Project Manager	
Technical Team Leader	
Documentation Specialist	
Application Team Leader	
Programmer Analyst Sr.	
Programmer Analyst Jr.	
Technical Programmer	
Database administrator.	
Training Analyst	

SAMPLE PRODUCT SCHEDULE

Description of License Software:	Qty	Lump Sum Perpetual License Charge	Annual Maintenance & Support Charge
Software - user licenses	X	$	$
Modules - user licenses	X	$	$
Database – user licenses	X	$	$
Tools, database and development – user licenses	X	$	$

Application Development:

	Not-To Exceed Charge
One site	
Maximum of X hours @ $XX.00 per/hour	$
Interface Modules to existing systems	$
Maximum X hours @ $XX.00 per/hour	$

Training & Installation

At State site, Maximum X hours @ $XX.00	$

Conversion

AT STATE SITE, MAXIMUM X HOURS @ $XX.00	**$**

DOCUMENTATION	QTY	UNIT COST	ANNUAL UPDATE COST
User Manuals…………………………X		$	$
Quick reference Cards………………...X		$	$
Operations Documentation………… X		$	$
System Documentation…………….. X		$	$

SAMPLE ----------- SAMPLE ----------- SAMPLE

State of Connecticut Department of Information Technology
Request for Proposals – Modernization of Client Service Delivery

Project Implementation Summary: Shall mean that document which itemizes milestone periods and tasks where checkpoints are to be taken to assure the State that the implementation of the Project is proceeding according to schedule.

<p align="center">Project Implementation Summary *</p>

Task Description	Total Days to Complete	Approximate Start Date	Approximate Finish Date	NOT TO Exceed Cost
1. Project Initiation/Management	xxx days	xx/xx/xx	xx/xx/xx	$xxx,xxx
2. Business Requirements	xxx days	xx/xx/xx	xx/xx/xx	$xxx,xxx
3. System Development	xxx days	xx/xx/xx	xx/xx/xx	$xxx,xxx
4. Training	xxx days	xx/xx/xx	xx/xx/xx	$ xx,xxx
5. Data Conversion	xxx days	xx/xx/xx	xx/xx/xx	$ xx,xxx
6. Documentation	xxx days	xx/xx/xx	xx/xx/xx	$ xx,xxx
7. Transition	xxx days	xx/xx/xx	xx/xx/xx	$ xx,xxx
8. System Acceptance Evaluation	xxx days	xx/xx/xx	xx/xx/xx	N/C
9. RFP Warranty Support**	xxx days	xx/xx/xx	xx/xx/xx	N/C
10. System Enhancements & Support	xxx days	xx/xx/xx	xx/xx/xx	$ xx,xxx

<p align="right">Total Not-to-Exceed $xxx,xxx</p>

* Based on estimated contract start date of xx/xx/xx.

**The system warranty period becomes effective upon the first day of the system acceptance period by the State. During this warranty period, all system functionality shall perform according to the RFP requirements and the vendor's proposal. Vendors shall modify, adjust, repair and/or replace such system components as necessary, at no charge to the State, to maintain system functionality according to the Maintenance and Support Reliability provisions of the Agreement.

Project Implementation Schedule: Shall mean that document which further defines the deliverables and tasks of the Project Implementation Summary and may be recognized for the purpose of payment to the Vendor.

PROJECT IMPLEMENTATION SCHEDULE

Date	Del #	Deliverable Description	Cost
		PHASE 1 - PROJECT INITIATION/MANAGEMENT	
	1	Define Project Objectives	$ xx,xxx
	2	Finalize Workplan	$ xxx,xxx
	3	Conduct Kick-off Meeting	$ xx,xxx
		Total Phase 1	**$ xxx,xxx**
		Phase 2 – Business Requirements	
	4	Requirements Specification Document	$ xx,xxx
	5	Detailed Design Document	$ xx,xxx
	6	Workflow and Procedural Specification Doc	$ xx,xxx
	7	System Test Plan	$ xx,xxx
	8	Technical Architecture Capacity Doc	$ xx,xxx
	9	Database Design Doc	$ xx,xxx
		Total Phase 2	**$ xxx,xxx**
		Phase 3 - System Development	
	10	Module design and build	$ xxx,xxx
	11	Unit Test Results Document	$ xx,xxx
	12	System Test Results Document	$ xx,xxx
	13	Certification that the product is ready for rollout	$ xx,xxx
		Total Phase 3	**$ xxx,xxx**
		Phase 4 - Training	
	14	Training Plan	$ xx,xxx
	15	User Training Material	$ xx,xxx
	16	Technical Training Material	$ x,xxx
		Total Phase 4	**$ xx,xxx**

		Phase 5 – Data Conversion	
	17	Migrate, Convert, and Test Legacy Data	$ xxx,xxx
		Total Phase 5	**$ xxx,xxx**
		Phase 6 - Documentation	
	17	User Manual	$ xx,xxx
	18	Quick Reference Card	$ x,xxx
	19	Operations Documentation	$ x,xxx
	20	System Documentation	$ x,xxx
	21	System Transition Plan	$ xxx,xxx
		Total Phase 6	**$ xx,xxx**
		Phase 7 – Transition (Vendor System Testing)	
	22	Certification that Production Environment is ready	$ xx,xxx
	23	Certification that the product rollout is complete	$ xx,xxx
	24	Certification of System Turnover	$ xx,xxx
	25	Certification of System Modification Implemented	$ xx,xxx
		Total Phase 7	**$ xx,xxx**
		Phase 8 – System Acceptance Evaluation	
	26	30 Days in Production, Error Free	N/C
		Total Phase 8	**N/C**
		Holdback Released for Phases 1-8	

		Phase 9 - RFP Warranty Support	
	27	Warranty Period (No Charge)	N/C
		Total Phase 9	**N/C**
		Phase 10 – System Enhancements and Support	
	28	Post Warranty Enhancements – Year 1	$ xxx,xxx
	29	Post Warranty Enhancements – Year 2	$ xxx,xxx
	30	Post Warranty Enhancements – Year 3	$ xxx,xxx
		Total Phase 10	**$ xxx,xxx**
		Totals	**$xxx,xxx**

ATTACHMENT 4 - VENDOR PROPOSAL VALIDATION AND AUTHENTICATION STATEMENT

Vendor Organization: _____ (The "Company")

FEIN # _____

The person responsible for the validation of the Company's proposal must fully complete and sign this statement where indicated and attach it to your company's response to the RFP. By doing so, the signatory attests that the given proposal represents:

1. Full and unconditional acceptance of all stipulated administrative requirements of this RFP, # 09ITZ0042

2. Complete and valid information as of the proposal due date,

3. Product and term offerings that are valid until such date as the State of Connecticut is specifically notified otherwise, but not less than one (1) year from the proposal due date; and prices that are valid for at least twelve (12) months from the proposal due date,

4. The Company shall comply with all State requirements regarding proposal contents and formats, and

5. The Company has read and understands the principles, standards and best practices of the State's Enterprise – Wide Technical Architecture (Appendix 13). As noted in Attachment 2, vendors must summarize any non-EWTA compliant proposals or approaches, **a copy of which is to be attached to the vendor's response to this Attachment.**

Validating Official: _____
                     Signature

                     _____
                     Printed Name and Title

By signing this proposal, I confirm that this proposal constitutes a complete, authentic and bona-fide offer to the State of Connecticut, which the Company is fully prepared to implement as described. The Company official who validated this proposal was authorized to represent the Company in that capacity on the date of his/her signature.

Authenticating Official: _____
                        Signature

                        _____
                        Printed Name and Title

Any modifications to this form will subject the Company's proposal to the risk of being deemed a "contingent" proposal, thus subject to rejection by the State.

ATTACHMENT 5 - INFORMATION PROCESSING SYSTEMS AGREEMENT

The State's preferred Information Processing Systems Agreement is included in this Attachment to this RFP. It represents a contract that the State believes is equitable to both the State and the selected contractor.
The State reserves the right to incorporate into this Agreement any and/or all terms and conditions that may be deemed to be fair or beneficial to the State. The State further will not waive, modify or entertain modifications to Sections 25-50 of this Attachment as currently written in this RFP.

If the contract negotiations cannot be successfully concluded, the State may, at its sole discretion, proceed to withdraw the offer and offer a contract to another competing firm, or follow any other course of action that it deems necessary or advisable to provide for the carrying out of its statutory responsibilities.

This Information Processing Systems Agreement hereinafter referred to as the "Agreement" is made by and between the **STATE OF CONNECTICUT**, acting by its **Department of Information Technology**, hereinafter referred to as the "State," located at **101 East River Drive East Hartford, CT 06108**, and _____ hereinafter referred to as the "Contractor," having its principal place of business at _____.

The terms and conditions of this Agreement are contained in the following sections:

Now therefore, in consideration of these presents, and for other good and valuable consideration, the receipt and sufficiency of which the parties acknowledge, Contractor and the State agree as follows:

1.   TERM OF AGREEMENT

This Agreement shall become effective upon its approval as to form by the Office of the Attorney General of the State of Connecticut and shall continue for _____ years from date of approval. The State may extend this Agreement in its sole discretion, prior to Termination in accordance with the provisions of Section 30. TERMINATION OF AGREEMENT, one or more times for a combined total period not to exceed three years beyond the original five year term.

2.   DEFINITIONS

a) "Acceptance Date" as used herein, shall mean completion of the Implementation Phase including signoff approval by the Project Administrator.

b) "Claims" as used herein, shall mean all actions, suits, claims, demands, investigations, and proceedings of any kind, open, pending, or threatened, whether mature, un-matured, contingent, known or unknown, at law of in equity in any form

c)   "Connecticut System Development Methodology (SDM)" as used herein, shall mean the State of Connecticut's standard methodology for defining requirements, designing, constructing and implementing IT systems.

d)   "Contractor Parties" as used herein, shall mean a Contractor's members, directors, officers, shareholders, partners, managers, principal officers representatives, agents, consultants, employees or any one of them or any other person or entity with whom the Contractor is in privity of oral or written Agreement and the Contractor intends for such other person or entity to Perform under the Agreement in any capacity.

e)   "Deliverable" as used herein, shall mean any product, whether software, hardware, documentation, license, information, or otherwise, or any service, whether development, integration, administrative, maintenance, consulting, training, data warehousing, operations, support, hosting, or otherwise, or any warranty, that is an element of the Contractor's overall approach and solution to the requirements of this Agreement, whether produced by the Contractor or by a third party as a supplier or subcontractor to the Contractor.

f)   "Department" as used herein, shall mean the Department of Social Services.

g)   "Force Majeure" as used herein, shall mean events that materially affect the cost of the Goods or Services or the time schedule within which to perform and are outside the control of the party asserting that such an event has occurred, including but not limited to, labor troubles unrelated to Contractor, failure of or inadequate permanent power, unavoidable casualties, fire not caused by the Contractor, acts of terrorism, extraordinary weather conditions, disasters, riots, acts of God, insurrection of war.

h)   "Implementation Phase" as used herein, shall mean the sixth phase of Connecticut's System Development Methodology, in which the system or system modifications are installed and made operational in the production environment.

i)   "Improvements" as used herein, shall mean Contractor changes made to Deliverables from time to time either to provide additional functions for Department use or to correct errors and other Performance deficiencies noted by the Department and reported to the Contractor.

j)   "Licensed Software" as used herein, shall mean computer program (s) acquired from Contractor under an agreement where the Department acquires the right to use the product but does NOT acquire the licensor's (1) title to the product nor, (2) liability for payment of any tax levied upon the product, nor (3) liability for payment of any liability/casualty premium for the product.

k)   "Performance" as used herein, shall mean the Contractor shall Perform as set forth in Exhibit 1. For purposes of this Agreement to perform and the performance in Exhibit 1 is referred to as "Perform" and the "Performance."

l)   "POP" (Primary Operation Period) as used herein, shall mean the days and hours of normal system operations and availability, which is to be _____ hours per day, _____ days a week.

m)   "PPM" (Prime Period Maintenance) as used herein, shall mean maintenance services and/or technical support performed between _____ AM and _____ PM Monday through Friday, exclusive of published State holidays. Maintenance services and/or technical support performed during any other time is hereinafter referred to as "Non-PPM" (Non-Prime Period Maintenance).

n)   "Product Schedule" as used herein, which is attached to and made part of this Agreement, shall mean that document which establishes the component or unit pricing, and price schedules and terms as applicable, for every Deliverable available pursuant to this Agreement.

o)   "Project Implementation Schedule" as used herein, which is attached to and made part of this Agreement, shall mean that document which itemizes phases, tasks, Deliverables and date of completion including where Department signoffs are to be taken.

p)   " Project Implementation Summary" as used herein, which is attached to and made part of this Agreement, shall mean that document which sets forth the services and Deliverables that are available pursuant to this Agreement.

q)   "Purchase Order" as used herein, shall mean a document issued but her Department for one or more products or Deliverables in accordance with the terms and conditions of this Agreement.

r)   "Records" as used herein, shall mean all working papers and such other information and materials as may have been accumulated by the Contractor in performing the Agreement, including but not limited to, documents, data, plans, books, computations, drawings, Specifications, notes, reports, records, estimates, summaries and correspondence, kept or stored in any form.

s)   "Site" as used herein, shall mean a location of a computer system or systems consisting of one processing unit (PU) or multiple interconnected processing units.

t)   "Specifications" as used herein, shall mean the Contractor's published technical and non-technical detailed descriptions of a Deliverable's capabilities and/or intended use.

u)   "System" as used herein, shall mean Contractor furnished or otherwise supplied software and documentation that collectively and in an integrated fashion fulfill the business and technical requirements of this Agreement.

v) "Warranty Period" as used herein, shall mean the twelve (12) months following acceptance by the Department of the System after successful completion of all System Acceptance Tests.

3.   ACQUIRING DELIVERABLES

a) Subject to the terms and conditions of this Agreement, Contractor shall sell, transfer, convey and/or license to the Department any duly ordered Deliverable. Such Deliverables shall be available in the Product Schedule and listed in Purchase Orders issued by a Department. Purchase Orders may contain, as appropriate, the following related information:

1) delivery site and Department contact person

2) identity of this Agreement by reference number

3) Contractor contact person and contact information

4) For software Deliverables:

a. installation PU and operating system

b. product number, description and quantity

c. applicable rate, license term, and quantity extensions

d. applicable installation and other one-time charge rate(s)

e. applicable maintenance and support provisions and rate(s)

f. applicable product maintenance and support zone & surcharge rate(s)

5) For services:
a. description of service

b. quantity of hours or days to be purchased, by service level classification

c. applicable Project Implementation and quality assurance plans

d. training

6) Total Cost

b) Any Purchase Order which has been accepted by the Contractor is subject to the terns of this Agreement and shall remain in effect until such time as the Purchase Order obligations are fulfilled or until Department acceptance of full Performance of all requirements contained therein, or extended or terminated sooner under the terms of this Agreement. Neither party will be bound by any additional terms different from those in the Agreement that may appear on a Purchase Order or other form document issued by either party.

 c) Contractor may supplement the Product Schedule at any time to make additional products, services and related terms available to the State, provided that the effective date of each supplement is stated thereon. Any supplement must be transmitted to the State with a cover letter documenting formal approval of the supplement by a Contractor representative then legally empowered to so act.

d) Notwithstanding any other provision of this Agreement, no material change may be made to the list of Products on the Product Schedule that alters the nature or scope of the Products or their intended use. Any change in the Products listed in the Product Schedule is conditioned upon the new products being of a similar nature and having a similar use as the defined Products. An update of the Products or the addition of Products that are related to or serve similar functions as the Products is permissible only with the prior approval of the State. Upon State receipt of ninety (90) calendar days' prior written notice, Contractor may update the Deliverable price schedule pricing by amending the Product Schedule effective July 1 of any State of Connecticut fiscal year, provided: (1) the Product Schedule amendment is transmitted and approved in the same manner as described for supplements in Subsection 3.c., (2) no software license, or Deliverable maintenance or service rate is increased within the first year of any Deliverable acceptance, and (3) any such price increase shall not exceed the lesser of five percent (5%) or the consumer price index in any State of Connecticut fiscal

year.   In no case shall any such increase exceed Contractor's published prices then applicable to local governments and other States.   State shall provide Contractor written acknowledgement, for Contractor's Records, of such received amendment.

e) Deliverables ordered prior to the effective date of any Product Schedule pricing increase shall enjoy protection from rate increase during their initial terms.

f) Contractor shall provide State with a discount on any Product Schedule pricing according to Contractor's discount policy in effect when a Purchase Order is placed or according to the discount shown on the Product Schedule, whichever is greater.

g) The Department is authorized to use any Licensed Software to develop and/or enhance said Department's systems, only in the pursuit of its own business interests. Any such Licensed Software shall be non-exclusive and non-transferable.

h) Notwithstanding the foregoing restrictions on use, the Department may use the Licensed Software Deliverable on another PU or Site in the following circumstances:

1) If the Department determines that a designated PU or Site cannot be used because of equipment or software inoperability, or initiation of a disaster recovery test or a disaster recovery event.

2) If the Department designated PU is replaced by a Department, said Department may designate a successor PU and use the Deliverable on that PU regardless of speed and performance. Prior to such other use, Department shall give Contractor written notice of such intended use and such other use shall be subject to Contractor's written consent. Such consent shall not be unreasonably withheld or delayed and shall have no cost or charge to the State associated with it.

3) If the Department designated PU is removed to another location, the Department may move any Licensed Software Deliverable and supporting materials to that location which physically replaces the original location. Prior to such moving of any such Deliverable and supporting materials, the Department shall give Contractor written notice of such intended movement and such movement shall be subject to Contractor's written consent. Such consent shall not be unreasonably withheld or delayed and shall have no cost or charge to the State associated with it.

4.   PROJECT ADMINISTRATOR
a) The Department shall designate a Project Administrator, who may be replaced at the discretion of the Department.   The Project Administrator shall have the authority to act for the Department under this Agreement, for any Deliverable(s) initially acquired/installed from the Contractor and such authority shall continue to be in effect throughout the tern of this Agreement.

 b) Any additions to or reductions in the Deliverables and prices for work completed in the Performance of the Project Implementation Schedule must be executed according to the provisions of Section 5. CHANGE ORDERS.

5.   CHANGE ORDERS
a) The Department may, at any time, with written notice to Contractor, request changes within the general scope of the Project Implementation Schedule. Such changes shall not be unreasonably denied or delayed by Contractor. Such changes may include modifications or other changes specifically required by new or amended State and/or Federal laws and regulations.

Such changes may be related to functional requirements and processing procedures. Other changes may involve the correction of system deficiencies.

Prior to expiration of any Warranty Period, any changes to the Deliverables(s) that are required due to System deficiencies or if the System does not fully perform in accordance with this Agreement, shall be made by

Contractor without charge to the Department or the State. Any investigation that is necessary to determine the source of the problem requiring the change shall be done by Contractor at its sole cost and expense

b) The written change order request shall be issued by the Department. As soon as possible after Contractor receives a written change order request, but in no event later than fifteen (15) calendar days thereafter, the Contractor shall provide the Department with a written statement that the change has no price impact on the Contractor or that there is a price impact, in which case the statement shall include a description of the price increase or decrease involved in implementing the change. The cost or credit to the Department resulting in a change in the work shall specify the total cost by the number of hours or days times the applicable service rate, itemized by each applicable service rate scale, as specified within the Product Schedule.

c) No change order shall become effective, nor will there be any change in the Project Implementation Schedule, until Contractor's receipt of a Purchase Order. No employee, officer, or representative of the Department, including the Department Project Administrator, or the Contractor shall circumvent the intent of this section.

6.   DELIVERY, INSTALLATION & DEINSTALLATION
a) Department shall undertake at its own expense to prepare and make available to Contractor the site of installation of any hardware Deliverable in accordance with Contractor furnished Specifications. If preparation for installation has not been completed, the State shall so notify Contractor as soon as possible but no later than ten (10) days prior to the scheduled hardware Deliverable installation date. If the State installation site requirements do not meet Contractor Specifications, the State shall be charged, at prices in effect at the time of the State's order, for any extra work and ancillary materials required to complete installation.
b) Contractor shall provide such pre-installation and post-installation hardware Deliverable compatibility system surveys, consultation, reference manuals and onsite operational training as to facilitate proper installation and operation of all Deliverables. Additional Contractor assistance, if requested by the State and issued in a Purchase Order, shall be furnished at the State expense at Contractor's published rates.

c) Contractor represents and warrants that it shall complete installation of the System in accordance with the Project Implementation Summary.

d) Department ordered System de-installation, relocation and reinstallation of any System previously installed at a Department site or the Department's designated site shall be at Department's expense according to Contractor's prices then in effect for such services.

7.   DELIVERABLE EVALUATION & ACCEPTANCE
a) Except as may be stipulated within Section 4. PROJECT ADMINISTRATOR, any Deliverable furnished by Contractor under the terms of this Agreement shall be subject to an evaluation and acceptance period at the Department installation site. For a Deliverable installed by Contractor, said period shall commence on the Department next work day following receipt of written notification from the Contractor to the Department that the Deliverable is installed and ready to undergo evaluation and acceptance testing. The evaluation and acceptance testing is defined as _____
_____
_____.

For a Deliverable installed by Department, said period shall commence on the next work day following receipt of the Deliverable by Department.

b) Should any Deliverable fail to be satisfactory due to Force Majeure, the evaluation and acceptance period then shall be immediately reinitiated or rescheduled at a later date upon mutual agreement between Contractor and Department.

c) Successful completion of the Deliverable evaluation and acceptance period shall be determined by Department in accordance with the Project Implementation Schedule. The Department agrees to complete any required Contractor acceptance certificate.

d) If the Department does not accept any Deliverable within sixty (60) days of installation, due to the Deliverable being unsatisfactory as specified in Subsection 6.a., the Department may then release the Deliverable to Contractor and be relieved of all financial obligations therefore.

8.   PAYMENTS & CREDITS

a) The Department shall pay any charges for Deliverables per the Project Implementation Schedule, promptly after receipt of the Contractor's properly documented invoice and acceptance of Deliverables by the Department. Charges for services shall apply starting with the relevant Acceptance Date; charges for associated services shall apply starting with the relevant dates specified in the Project Implementation Schedule.

 b) Payment of Contractor charges for any license term or license maintenance and support term shall entitle the Department to use the software license Deliverable, free of any usage charges, at the Department's convenience at any time during the applicable term, excluding the time required for maintenance and support.

c) Contractor may assign any license payments (but not any associated service payments), in whole or in part, upon prior written notice to the Department and compliance with the requirements of the State's Comptroller's Office concerning such assignments. No Deliverable assignment by Contractor shall relieve Contractor of any obligations under this Agreement without prior written Department consent in each such instance. Notwithstanding any such assignment, Contractor represents and warrants that the Deliverable shall be and remain free of any repossession or any Claims by Contractor or its successors and assigns, subject to the terms and conditions of this Agreement, provided the Department is not in default hereunder.

d) Contractor shall furnish separate invoices for each Purchase Order and each license charge, maintenance and support charge or other charge shall be included as separate line items on such invoices.

e) It shall be the responsibility of the Department to pay any charges due hereunder within forty-five days after acceptance of the Deliverable or services being rendered, as applicable, after having received the properly documented invoice.

f) Where the license term specified in the Attachment is perpetual, charges for maintenance and support are as follows:

> 1) If the license fee specified in the Attachment is payable in periodic payments, there shall be no additional charge for maintenance and support during the period for which such periodic payments are payable.

> 2) If the license fee specified in the Attachment is payable in one lump sum, there shall be no additional charge for maintenance and support during the twelve (12) months following the Deliverable Acceptance Date, or during the Warranty Period if applicable.

> 3) For the year after the period for which periodic payments are payable, or twelve (12) months after the Deliverable Acceptance Date or immediately after the Warranty Period if applicable, as the case may be, Contractor shall continue to provide the Department with maintenance and support services
> provided the Department elects to pay Contractor the applicable maintenance and support charges then in effect.

> 4) For each subsequent year, Contractor's obligation to provide maintenance and support services and Department's obligation to pay the maintenance and support charges then in effect shall be deemed to be automatically renewed unless cancelled in writing by the State at least thirty (30) days prior to such renewal date.

g) Notwithstanding this Section 8., properly documented invoices for Deliverables shall be paid as follows:

1) The Department shall pay Contractor within forty-five (45) days after Department has accepted such Deliverables, and received Contractor's properly documented invoice, in accordance with the Project Implementation Schedule has been received

2) There shall be a twenty percent (20%) holdback from the monies that are due for each Deliverable accepted by the Department.

3) Upon successful completion of the System evaluation and acceptance period, determined by the Department, Department shall pay Contractor one-half of the holdback monies.

4) Upon successful completion of the Warranty Period the remaining one-half of the holdback monies will be paid to the Contractor.

9.   SOFTWARE MAINTENANCE & SUPPORT

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

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

2) Contractor shall provide Improvements which may be available to Contractor to any Deliverable

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

b) Maintenance and support services shall be provided by the Contractor on an annual basis and shall automatically renew for successive twelve (12) month periods unless thirty (30) days' prior written notice of termination is provided to the Contractor by the Department before the end of the initial term or any renewal term of maintenance and support services. Telephone support services are to include no customization or training, but technical support issues only.

c) Contractor shall maintain sufficient and competent Deliverable support services staff to satisfy the Contractor obligations specified herein for any Deliverable.

d) Contractor shall have full and free access to any Deliverable to provide required services thereon.

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

f) Contractor shall respond to the Department's telephone requests for technical support relative to any installed software Deliverable within four (4) hours of such requests. Failure to provide reasonable and competent telephone assistance, in the State's sole determination, within the four (4) hour period shall entitle Department to either credit or reimbursement against current charges payable to the Contractor, for a non-perpetual license in the amount of ten percent (10%) of the Contractor's current license fee for each succeeding four (4) hour period that said reasonable and competent assistance is not provided by Contractor.

The State of Connecticut will allow the Contractor to use online meeting tools which allow for online troubleshooting, desktop sharing, and remote control, as well as other remote tools in order to satisfy the four (4) hour response requirement. Contractor will by no means disable the use of any client software by use of remote control software, regardless of contract outcome. Any change to client software or configuration is to be approved by the client representative at the time of support session. The Contractor will plan for appropriate travel time when scheduling onsite meetings with the client. Should inclement weather be forecast, the Contractor would advise the client as soon as the Contractor becomes aware that travel may be affected. Contractor employees will not be expected to travel in unsafe conditions, but will make other arrangements for support as soon as possible. For a perpetual license, the amount shall be 1/6 times the related annual maintenance and support charge, or two (2) times the related monthly maintenance and support charge, as the case may be, whether payable or not by a Department, for each succeeding four (4) hour period that said reasonable and competent assistance is not provided by Contractor.

10.   SYSTEM RELIABILITY
(*If there are Service Level (SLA) related terms and conditions associated with your project, they can be inserted here. Also inserted here can be an SLA table*)

a) The reliability, at any point in time, of the System shall be determined by the System's operational capability for productive Department use as configured and installed within the agreed operating environment. Continued acceptability of such System performance reliability shall be based on the Department's experienced rate of recoverable and non-recoverable System operating errors or failures that preclude productive Department use of the System according to the agreed requirements and Contractor operating specifications.

  b) The required reliability (Computed % Reliability) for the System during any calendar month is ninety-eight point three percent (98.3%) uptime availability for aforesaid productive Department use, computed as follows:

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

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

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

 Downtime-per-Month was 3.60 hours.

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

c) A given instance of System downtime shall start after receipt by the Contractor of a bona fide Department service request to remedy any operational System deviation, error, or failure condition(s), and end with documented proof by Contractor to the Department that such System status has been fully restored to the applicable agreed operational specifications and made ready for productive Department use. However, the calculated time period of such an instance of System downtime shall exclude the following periods:

1) Any nonproductive System use time caused by the Department or the Department's authorized third party

2) Any time during which the Department fails to make the System available for Contractor's remedial service.

11.   HARDWARE MAINTENANCE & SUPPORT

a)   Department shall be responsible for site work external to, but required for, hardware Deliverable installation and for Contractor maintenance time and material costs of hardware Deliverable repairs necessitated by Department misuse or negligence.

b)   Contractor shall not be responsible for the consequences of any hardware Deliverable repairs, adjustments, or modifications performed by any person not representing Contractor, however, this provision does not preclude Contractor granting approval for such performance by persons not representing the Contractor.

c)   Contractor shall maintain sufficient installed hardware Deliverable support services staff, replacement hardware Deliverable and ancillary equipment to satisfy the preventive and remedial maintenance requirements and Section 10. SYSTEM RELIABILITY.

d)   Contractor shall have full and free access to any hardware Deliverable to provide required service thereon. Contractor shall maintain an on-site hardware Deliverable log to contain brief descriptions of Department reported problems and the associated remedial or scheduled preventive maintenance services performed on any installed hardware Deliverable.

e)   Preventive maintenance shall be provided at a time mutually agreeable to Department and Contractor, and may be charged to Department at Non-PPM service rates unless scheduled during a PPM period. Preventive maintenance shall conform to the hardware Deliverable manufacturer's recommended schedules and procedures, and may be performed concurrently with remedial maintenance.

f)   Contractor shall arrive at the System site within four (4) hours upon receipt of Department request for PPM. Unless other arrangements are agreed to by Department, should the Contractor representative arrive at the System site one (1) hour or more before the end of a PPM period, remedial Maintenance shall be then completed, or continued for a grace period of up to one (1) hour beyond the PPM period without charging the State for Non-PPM service. At the expiration of the grace period, the State shall have the option to either complete such Maintenance at current Non-PPM rates or schedule Maintenance resumption at the beginning of the next daily PPM period.

g)   At Department's option, any Contractor PPM service may be extended to cover any Non-PPM period by the State's ordering and paying for such additional Maintenance coverage period(s) according to the Product Schedule's provisions for: (1) On-Call (unscheduled) hourly rate Non-PPM, and/or, (2) scheduled Non-PPM surcharge(s). The omission on the Product Schedule of Maintenance Charges for said extended periods of maintenance indicates that such additional maintenance coverage is not offered by the Contractor.

12.   SYSTEM WARRANTIES

a) Contractor represents and warrants that the System shall conform to the terms and conditions of this Agreement and Contractor's proposal, and be free from defects in material and workmanship upon acceptance of the System by the Department and for a minimum period of the Warranty Period.

Additionally, during the Warranty Period, Contractor shall modify, adjust, repair and/or replace such Deliverable(s), at no charge to Department, as necessary to maintain ongoing System reliability according to Section 10. SYSTEM RELIABILITY.

b) If the ongoing performance of Contractor maintenance and support of the System or if the System does not conform to Section 10. SYSTEM RELIABILITY, the Department shall give Contractor written notice of performance deficiencies. Contractor shall then have not more than a thirty (30) calendar day period to correct the applicable Deliverable deficiency and restore the functioning of the Deliverable to a level of operation that meets or exceeds the requirements of this Agreement. If during the Warranty Period such Deliverable or System performance, or service level, continues to fail to meet these specifications, then the Contractor shall be in material default of this Agreement.

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

13.   OTHER WARRANTIES

a) Contractor hereby warrants its ownership and/or marketing rights to the software license Deliverables. Unless stated otherwise in an Attachment, Contractor hereby warrants that a software Deliverable installed by Contractor, or installed by the Department in accordance with Contractor's instructions, shall function according to the Specifications on the Acceptance Date for such Deliverable, and that Contractor shall modify and/or replace such Deliverable as necessary to maintain ongoing reliability according to Section 9. SOFTWARE MAINTENANCE & SUPPORT. This latter warranty shall not apply to any software Deliverable deficiency caused by maintenance by a person other than the Contractor or its representative.

b) If the ongoing performance of the software Deliverable does not conform to Section 9. SOFTWARE MAINTENANCE & SUPPORT provisions of this Agreement, the Department shall give Contractor written notice of performance deficiencies. Contractor shall then have not more than a ten (10) calendar day cumulative cure period per twelve (12) month period to correct such deficiencies. If the cumulative number of days in a twelve (12) month period is exceeded, and said performance continues to be in nonconformance with said Section 9., the Contractor shall be in material default of this Agreement and the State at its option may thereupon:

1) In addition to the options listed below, if during the Warranty Period, terminate this Agreement in accordance with Subsection 12.c.

2) Request Contractor to replace said Deliverable at Contractor's expense with a functional Deliverable or competent service.

3) Terminate the Deliverable 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 of monies paid to the Contractor according to the following schedule:

a. Termination of a lump-sum payment perpetual license:

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

1st - 12th month: 100% of license fee paid to be refunded

13th - 24th month: 75% of license fee paid to be refunded

25th - 36th month: 50% of license fee paid to be refunded

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

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

All fees paid by the Department to the Contractor applicable to the period following default

shall be refunded to the Department.

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

14. PATENT, COPYRIGHT, LICENSE & PROPRIETARY RIGHTS

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

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

1) Modify the Deliverable or substitute another equally suitable Deliverable (providing such alternative does not degrade the Department's Deliverable dependent performance capability)
2) Obtain for said Department the right to continued Deliverable use
3) If Deliverable use is prevented by injunction, take back the Deliverable and credit the Department for any charges unearned as a result of enjoined use as follows:

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

    b. Where the license specified in the applicable Attachment is perpetual:

(1) Periodic Payment License: Contractor shall promptly refund the Department the amount of the fees paid to the Contractor for the portion of the applicable term found to be infringing.

(2) Lump-Sum Payment License: Contractor shall promptly refund the Department any Deliverable maintenance and support charges paid by the Department to the Contractor applicable to the infringement period plus a sum computed as follows:

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

   1st - 12th month: 100% of license fee paid

   13th - 24th month: 75% of license fee paid

   25th - 36th month: 50% of license fee paid

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

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

15. CONFIDENTIALITY; NONDISCLOSURE

a) All material and information provided to the Contractor by the State or acquired by the Contractor in performance of the Contract whether verbal, written, recorded magnetic media, cards or otherwise shall be regarded as confidential information and all necessary steps shall be taken by the Contractor to safeguard the

confidentiality of such material or information in conformance with federal and state statutes and regulations. The Contractor agrees that it is prohibited from releasing any and all information provided by the Department or providers or any information generated by the Contractor without the prior express written consent of the Department.

b) The Department shall exercise at least the same degree of care to safeguard any Licensed Software Deliverable as the Department does its own property of a similar nature and shall take reasonable steps to assure that neither the Licensed Software Deliverable nor any part thereof received by Department under this Agreement shall be disclosed for other than its own business interests. Such prohibition on disclosures shall not apply to disclosures by the Department to its employees or its representatives, provided such disclosures are reasonably necessary to Department's use of the Deliverable, and provided further that Department shall take all reasonable steps to insure that the Deliverable is not disclosed by such parties in contravention of this Agreement.

c) The Department shall use any Licensed Software Deliverable only in the pursuit of its own business interests. The State shall not sell, lease, license or otherwise transfer with or without consideration, any such Deliverable to any third party (other than those non-designated third parties that have need to know and agree to abide by the terms of this Section 15.) or permit any third party to reproduce or copy or otherwise use such Deliverable. The State will not create derivative works, translate, reverse engineer or decompile the Licensed Software Deliverable, in whole or in part, nor create or attempt to create, by reverse engineering or disassembling of the design, algorithms or other proprietary trade secrets of the Deliverable software.

d) Contractor hereby agrees that:

1) All Department information exposed or made available to Contractor or its representatives is to 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 Contractor and its representatives.

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

e) It is expressly understood and agreed that the obligations of this Section 14 shall survive the termination of this Agreement.

16. ENCRYPTION OF CONFIDENTIAL DATA

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

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

17. DELIVERABLE REPLACEMENTS & UPGRADES

a) The State may order replacement of any Deliverable license with any other Deliverable license then available to the State. Contractor shall provide the State with a discount or credit according to Contractor's policy then in effect or according to the credit shown below, whichever is greater:

1) Replacement Deliverable that was provided by the Contractor under a lump sum payment perpetual license

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

1st - 12th month: 75% of license fee paid shall be credited toward fee for Replacement Deliverable

13th - 24th month: 50% of license fee paid shall be credited toward fee for Replacement Deliverable

25th - 36th month: 25% of license fee paid shall be credited toward fee for Replacement Deliverable

37th month and over: No credit toward fee for Replacement Deliverable

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

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

3) Replaced Deliverable that was provided by the Contractor under a lump-sum payment non-perpetual license:

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

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

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

18. RISK OF LOSS & INSURANCE

a) The Department shall not be liable to Contractor for any risk of Deliverable loss or damage while Deliverable is in transit to or from a Department installation site, or while in a Department's possession, except when such loss or damage is due directly to Department gross negligence.

b) In the event Contractor employees or agents enter premises occupied by or under control of a Department in the performance of their responsibilities, Contractor shall indemnify and hold said Department harmless from and defend it against any loss, cost, damage, expense or liability by reason of tangible property damage or personal injury, of any nature or any kind, caused by the performance or act of commission or omission of said employees or agents. Without limiting the foregoing, Contractor shall maintain public liability and property damage insurance within reasonable limits covering the obligations contained herein, and shall maintain proper workers' compensation insurance in accordance with Section 50. WORKERS' COMPENSATION.

19. DELIVERABLE ALTERATIONS

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

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

c) If any Deliverable Alteration interferes with the normal and satisfactory operation or maintenance and support of any Deliverable or increases substantially the costs of maintenance and support thereof or creates a

safety hazard, the Department shall, upon receipt of written notice from Contractor, promptly restore the Deliverable to its pre-altered condition.

d) Any Alteration of a Licensed Software Deliverable by the Department without prior written consent of Contractor shall void the obligations of Contractor under Section 9. SOFTWARE MAINTENANCE & SUPPORT for the Deliverable. Contractor shall indicate in any prior written consent, which parts of the Deliverable being altered will continue to be subject to Section 9. SOFTWARE MAINTENANCE & SUPPORT and which will not. The State understands and agrees that Contractor may develop and market a new or substantially different product that either uses or performs all or part of the functions performed by an installed Deliverable or System. Nothing contained in this Agreement gives the State any rights, with respect to such new or different product, not granted to other product users.

20.   FORCE MAJEURE

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

21.   SOURCE CODE ESCROW

a) Contractor agrees to store their own intellectual property, at the expense of the Department, during the term of this Agreement at a third party site, as set forth in the pricing provided by the supplier, a copy of the most current source code, and any documentation and written instructions required to interpret said source code, for all Licensed Software Deliverables. Said third party site, source code, documentation and instructions will be affirmed to the Department in writing by Contractor within fourteen (14) days of a request of the Department. Contractor shall immediately arrange for the surrender of such source code, documentation and instructions to Department:

> 1) If Contractor becomes insolvent or commits any act of bankruptcy or makes a general assignment for the benefit of creditors;
>
> OR
>
> 2) If Contractor or its successors or assignees discontinues support of the Deliverables for any reason.

b) Contractor shall arrange so that the Department shall have the right at any time to contact the so identified third party and shall also arrange so the Department's audit personnel shall have full and free access to examine any such source code, documentation and written instructions for the purposes of ascertaining the existence of the source code and related documentation and instructions and for the verification of the continued validity of the instructions from the Contractor to the third party to release the source code, documentation and instructions to the Department under the circumstances specified in this section.

c) In no event shall a Department use the source code, documentation and written instructions for purposes other than satisfying Department needs. Title to any source code released to the State in compliance with this Section 20. shall remain with Contractor and the State shall continue to treat the released materials as valuable and proprietary trade secret information of Contractor in accordance with the terms of this Agreement, which terms shall expressly survive the termination or expiration of this Agreement. The State agrees that any released source code shall be used solely for the business purposes of Department and shall not be disclosed to any third party pursuant to this Agreement.

23.   REMEDIES AND LIQUIDATED DAMAGES

23.1   UNDERSTANDING AND EXPECTATIONS

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

23.2.   ADMINISTRATIVE REMEDIES

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

b) Notification and interim response: If the Department identifies areas of Contractor performance that fail to meet performance expectations, standards, or schedules, but which, in the determination of the Department, do not result in a material delay in the implementation or operation of the System, the Department will notify Contractor of such deficiency or exception. Contractor shall within three (3) business days of receipt of written notice of such a non-material deficiency, provide the Department Project Manager a written response that

1) Explains the reasons for the deficiency, the Contractor's plan to address or cure the deficiency, and the date and time by which the deficiency will be cured, or

2) If Contractor disagrees with the Department's findings, its reasons for disagreeing with the Department's findings. Contractor's proposed cure of a non-material deficiency is subject to the approval of the Department. Contractor's repeated commission of non-material deficiencies or repeated failure to resolve any such deficiencies may be regarded by the Department as a material deficiency and entitle the Department to pursue any other remedy provided in this Agreement or any other appropriate remedy the Department may have at law or equity.

c) Corrective Action Plan: the Department may require the Contractor to submit to the Department a detailed written plan (the "Corrective Action Plan") to correct or resolve the deficiency. The Corrective Action Plan must provide a detailed explanation of the reasons for the cited deficiency, the Contractor's assessment or diagnosis of the cause, and a specific proposal to cure or resolve the deficiency. The Corrective Action Plan must be submitted within ten (10) business days following the request for the plan by the Department and is subject to approval by the Department, which approval shall not unreasonably be withheld. Notwithstanding the submission and acceptance of a Corrective Action Plan, Contractor remains responsible for achieving all oral and written performance criteria.

The acceptance of a Corrective Action Plan under this Section shall not excuse prior substandard performance, relieve Contractor of its duty to comply with performance standards, or prohibit the Department from assessing additional remedies or pursuing other approaches to correct substandard performance.

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

1) Corrective Action Plans

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

3) Pass-through of a proportional share of federal disallowances and sanctions/penalties imposed on the State and resulting from the Contractor's performance or non-performance under this Agreement

4) Assess liquidated damages pursuant to 21.3., below, and deduct such damages against Contractor payments as set-off

The Department will formally notify the Contractor of the imposition of an administrative remedy in accordance with paragraph (b) of this Section. Contractor is required to file a written response to such notification in accordance with paragraph (b) of this Section.

e) Review of administrative remedies: Contractor may request a review of the imposition of the foregoing remedies. Contractor must make the request for review within ten (10) business days of receipt of written notification of the imposition of a remedy by the Department.

23.3 LIQUIDATED DAMAGES
(Note: this provision does not have to be included in the contract, but if it is the language must read as it does below)
The Parties acknowledge and agree that the damages that are to be expected as a result of a breach of contract by the Contractor are uncertain in amount or very difficult to prove. Accordingly, the Parties do intend and now agree to liquidate damages in advance and stipulate that the amount set forth in this Section is reasonable and an appropriate remedy as liquidated damages and not as a penalty. If the Contractor breaches this Contract, then Contractor shall pay State liquidated damages in an amount equal to [for example, three times the commercial price of _____.]a) In no event shall either party be liable for special, indirect or consequential damages except as may otherwise be provided for in this Agreement.

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

b) If any term or condition of this Agreement is decided by a proper authority to be invalid, the remaining provisions of the Agreement shall be unimpaired and the invalid provision shall be replaced by a provision which, being valid, comes closest to the intention underlying the invalid provision.

c) The terms of all Deliverable(s), maintenance service rates/pricing, and associated offerings in this Agreement are equivalent to or better than those for comparable Contractor offerings to any other state or local government customer under like terms and conditions.

If during the life of this Agreement Contractor provides more favorable terms for said offerings to another such customer, this Agreement shall thereupon be deemed amended to provide same to the State.

d) The failure at any time by either party to this Agreement to require performance by the other party of any provision hereof shall not affect in any way the full right to require such performance at any time thereafter. The waiver by either party of a breach of any such provision shall not constitute a waiver of the provision itself, unless such a waiver is expressed in writing and signed by a duly authorized representative of the waiving party.

e) In any case where the consent or approval of either party is required to be obtained under this Agreement, such consent or approval shall not be unreasonably withheld or delayed. No such consent or approval shall be valid unless in writing and signed by a duly authorized representative of that party. Such consent or approval shall apply only to the given instance, and shall not be deemed to be a consent to, or approval of, any

subsequent like act or inaction by either party.

f) The Department agrees not to remove or destroy any proprietary markings or proprietary legends placed upon or contained within any Deliverable.

g) Except as may be otherwise provided for in this Agreement, the Department shall not assign, mortgage, alter, relocate or give up possession of any lease Deliverable or Licensed Software Deliverable without the prior written consent of Contractor.

h) If the Department desires to obtain a version of the Licensed Software Deliverable that operates under an operating system not specified in the Specifications, Contractor shall provide said Department with the appropriate version of the Deliverable, if available, on a 60-day trial basis without additional charge, provided a Department has paid all applicable maintenance and support charges then due. At the end of the 60-day trial period, a Department must elect one of the following three options:

1) Department may retain and continue to use the old version of the Deliverable and return the new version to Contractor and continue to pay the applicable license fee and maintenance and support charge for the old version;

    OR

2) Department may retain and use the new version of the Deliverable and return the old version to Contractor, provided that any difference in the applicable license fee and   maintenance and support charge for the new version and such fee and charge for the old version is paid or refunded to the appropriate party;

    OR

3) Department may retain and use both versions of the Deliverable, provided Department pays Contractor the applicable license fees and maintenance and support charges for both versions of the Deliverable.

i) Contractor covenants and agrees that it will not, without prior written consent from the State, make any reference to the Department or the State in any of Contractor's advertising or news releases.

j) Any Deliverable developed under this Agreement shall be the sole property of the State and the State shall have sole proprietary rights thereto. Contractor acknowledges and agrees that any program, process, equipment, proprietary know-how or other proprietary information or technology (and all associated documentation) that is produced or is the result of Contractor's performance of any work under this Agreement shall be owned solely by the State upon creation and Contractor shall have no rights in such property and Contractor agrees to execute any and all documents or to take any actions which may be necessary to fully effectuate the terms and conditions of this Section.

k) Neither Department nor Contractor shall employ an employee of the other party to this agreement for a period of one year after separation of that employee from the payroll of the other party or from the termination or expiration of this contract, whichever is later.

l) The Department, DOIT, the Connecticut Attorney General, or any of their duly authorized representatives, shall have access to any books, documents, papers and records of the Contractor, which are directly pertinent to the work to be performed under this contract, for the purpose of making audits, examinations, excerpts and transcriptions.

m) Time is of the essence: In consideration of the time limits for compliance with State law and Department procedures, time is of the essence on the performance of the Services under this Agreement.

25.   COMMUNICATIONS

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

State: Connecticut Department of Information Technology

           Contracts & Purchasing Division

           101 East River Drive

           East Hartford, CT 06108

Contractor: As stated in page one of this Agreement.

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

Department: The individual specified in the applicable Purchase Order

Contractor: The individual designated by Contractor in their Proposal or as the Contractor may otherwise designate in writing to the Department.

26.   AUDIT REQUIREMENT FOR STATE GRANTS

For purposes of this paragraph, the word "contractor" shall be read to mean "non-state entity," as that term is defined in Conn. Gen. Stat. § 4-230.   The contractor shall provide for an annual financial audit acceptable to the Department for any expenditure of state-awarded funds made by the contractor. Such audit shall include management letters and audit recommendations. The State Auditors of Public Accounts shall have access to all Records and accounts for the fiscal year(s) in which the award was made. The contractor will comply with federal and state single audit standards as applicable.

27.   WHISTLEBLOWER PROVISION

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

The State may request that the Attorney General bring a civil action in the Superior Court for the Judicial District of Hartford to seek imposition and recovery of such civil penalty.

In accordance with subsection (f) of such statute, each large state contractor, as defined in the statute, shall post a notice of the provisions of the statute relating to large state contractors in a conspicuous place which is readily available for viewing by the employees of the Contractor.

28.   PUBLIC RECORDS PROVISION

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

copy such records or files shall be brought to the Freedom of Information Commission in accordance with the provisions of sections 1-205 and 1-206 of the Connecticut General Statutes.

29. FORUM AND CHOICE OF LAW

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

30. TERMINATION OF AGREEMENT

Termination, Cancellation and Expiration.

a) Notwithstanding any provisions in this Contract, the Agency, through a duly authorized employee, may Terminate the Contract whenever the Agency makes a written determination that such Termination is in the best interests of the State. The Agency shall notify the Contractor in writing of Termination pursuant to this section, which notice shall specify the effective date of Termination and the extent to which the Contractor must complete Performance under the Contract prior to such date.

b) Notwithstanding any provisions in this Contract, the Agency, through a duly authorized employee, may, after making a written determination that the Contractor has breached the Contract, Cancel the Contract in accordance with the provisions in the Breach section of this Contract.

c) The Agency shall send the notice of Termination or Cancellation via certified mail, return receipt requested, to the Contractor at the most current address which the Contractor has furnished to the Agency for purposes of correspondence, or by hand delivery. Upon receiving such notice from the Agency, the Contractor shall immediately discontinue all services affected in accordance with the notice, undertake all commercially reasonable efforts to mitigate any losses or damages, and deliver to the Agency all Records.

The Records are deemed to be the property of the Agency and the Contractor shall deliver them to the Agency no later than thirty (30) days after the Termination, Cancellation or Expiration of the Contract or fifteen (15) days after the Contractor receives a written request from the Agency for the Records.

The Contractor shall deliver those Records that exist in electronic, magnetic or other intangible form in a non-proprietary format, such as, but not limited to, ASCII or .TXT.

d) Upon receipt of a written notice of Termination or Cancellation from the Agency, the Contractor shall cease operations as directed by the Agency in the notice, and take all actions that are necessary or appropriate, or that the Agency may reasonably direct, for the protection and preservation of the Goods and any other property. Except for any work which the Agency directs the Contractor to Perform in the notice prior to the effective date of Termination or Cancellation, and except as otherwise provided in the notice, the Contractor shall terminate or conclude all existing subcontracts and purchase orders and shall not enter into any further subcontracts, purchase orders or commitments.

e) In the case of any Termination or Cancellation, the Agency shall, within forty-five (45) days of the effective date of Termination or Cancellation, reimburse the Contractor for its Performance rendered and accepted by the Agency in accordance with Exhibit 1, in addition to all actual and reasonable costs incurred after Termination or

Cancellation in completing those portions of the Performance which the Contractor was required to complete by the notice. However, the Contractor is not entitled to receive and the Agency is not obligated to tender to the Contractor any payments for anticipated or lost profits. Upon request by the Agency, the Contractor shall assign to the Agency, or any replacement contractor which the Agency designates, all subcontracts, purchase orders and other commitments, deliver to the Agency all Records and other information pertaining to its Performance, and remove from State premises, whether leased or owned, all such equipment, waste material and rubbish related to its Performance as the Agency may request.

f) For breach or violation of any of the provisions in the section concerning Representations and Warranties, the Agency may Cancel the Contract in accordance with its terms and revoke any consents to assignments given as if the assignments had never been requested or consented to, without liability to the Contractor or Contractor Parties or any third party.

g) Upon Termination, Cancellation or Expiration of the Contract, all rights and obligations shall be null and void, so that no party shall have any further rights or obligations to any other party, except with respect to the sections which survive Termination, Cancellation or Expiration of the Contract. All representations, warranties, agreements and rights of the parties under the Contract shall survive such Termination, Cancellation or Expiration to the extent not otherwise limited in the Contract and without each one of them having to be specifically mentioned in the Contract.

h) Termination or Cancellation of the Contract pursuant to this section shall not be deemed to be a breach of contract by the Agency.

31. STATE COMPTROLLER'S SPECIFICATIONS
In accordance with Conn. Gen. Stat. § 4d-31, this Agreement is deemed to have incorporated within it, and the Contractor shall deliver the Goods and Services in compliance with, all specifications established by the State Comptroller to ensure that all policies, procedures, processes and control systems, including hardware, software and protocols, which are established or provided by the Contractor or Contractor Parties, are compatible with and support the State's core financial systems, including but not limited to, accounting, payroll, time and attendance, and retirement systems.

32. CIO SUBCONTRACT APPROVAL
In accordance with Conn. Gen. Stat. § 4d-32, the Contractor shall not award a subcontract for work under this Agreement without having first obtained the written approval of the Chief Information Officer of the Department of Information Technology or their designee of the selection of the subcontractor and of the provisions of the subcontract.

The Contractor shall deliver a copy of each executed subcontract or amendment to the subcontract to the Chief Information Officer, who shall maintain the subcontract or amendment as a public record, as defined in Conn. Gen. Stat. § 1-200.

33. GENERAL ASSEMBLY ACCESS TO DOIT RECORDS
In accordance with Conn. Gen. Stat. § 4d-40, the Joint Committee on Legislative Management and each nonpartisan office of the General Assembly shall continue to have access to DOIT records that is not less than the access that said committee and such offices have on July 1, 1997.

34. CONTINUITY OF SYSTEMS
This Section is intended to comply with Conn. Gen. Stat. §4d-44. The Contractor acknowledges that the Systems and associated services are important to the function of State government and that they must continue without interruption. Pursuant to Conn. Gen. Stat. §4d-44, if the work under the Agreement, any subcontract, or amendment to either, is transferred back to the State or to another Contractor at any time for any reason, then for a period of six (6) months, or for a mutually agreeable time from the date transfer was initiated, the Contractor shall cooperate fully with the State, and do and perform all acts and things that the State deems to be

necessary or appropriate, at Contractor's then-current labor rates for such services, to ensure continuity of state agency information system and telecommunication system facilities, equipment and services so that there is no disruption or interruption in Performance as required or permitted in the Agreement. The Contractor shall not enter into any subcontract for any part of the Performance under the Agreement without approval of such subcontract by the State, as required by Conn. Gen. Stat. §4d-32, and without such subcontract including a provision that obligates the subcontractor to comply fully with Conn. Gen. Stat. §4d-44 as if the subcontractor were in fact the Contractor. The Contractor shall make a full and complete disclosure of and delivery to the State or its representatives of all Records and "Public Records," as that term is defined in Conn. Gen. Stat. §4d-33, as it may be amended, in whatever form they exist or are stored and maintained and wherever located, directly or indirectly concerning the Agreement

The parties shall follow the following applicable and respective procedures in order to ensure the orderly transfer to the State of: (1) such facilities and equipment: Unless a shorter period is necessary or appropriate to ensure compliance with subsection (a) above, in which case that shorter period shall apply, the Contractor shall deliver to the State, F.O.B. East Hartford, Connecticut or other State location which the State identifies, all Systems related to or arising out of the Agreement, subcontract or amendment, no later than 10 days from the date Contractor shall deliver the Systems to the State, during the State's business hours, in good working order and in appropriately protective packaging to ensure delivery without damage.

Concurrent with this delivery, the Contractor shall also deliver all Systems-related operation manuals and other documentation in whatever form they exist and a list of all Systems passwords and security codes;

(1) all software created or modified pursuant to the Agreement, subcontract or amendment: all software, including all applicable licenses, purchased, created or modified pursuant to the contract, subcontract or amendment--Unless a shorter period is necessary or appropriate to ensure compliance with subsection (a) above, in which case that shorter period shall apply, the Contractor shall deliver to the State, F.O.B. East Hartford, Connecticut or other State location which the State identifies, all software, including all applicable licenses, purchased, created or modified pursuant to the Agreement, subcontract or amendment no later than 10 days from the date that the work under the Agreement is transferred back to the State or to another Contractor for any reason.

The Contractor shall deliver to the State, during the State's business hours, the software, including its source code, if applicable, in good working order, readily capable of being maintained and modified, and housed in appropriately protective packaging or hardware to ensure delivery without damage. Concurrent with this delivery, the Contractor shall also deliver all related operation manuals and other documentation in whatever form they exist and a list of all applicable passwords and security codes. The Contractor shall deliver record layouts, including field attributes, field descriptions, key field identification and any available documentation to support the Department with moving their data into a replacement application; and (3) all Public Records, as defined in Conn. Gen. Stat. §4d-33, which the Contractor or Contractor Parties possess or create pursuant to the Agreement subcontract or amendment-- Unless a shorter period is necessary or appropriate to ensure compliance with subsection (a) above, in which case that shorter period shall apply, the Contractor shall deliver to the State, F.O.B. East Hartford, Connecticut or other State location which the State identifies, all Records and Public Records created or modified pursuant to the Agreement, subcontract or amendment no later than the latter of (1) the time specified in the section in this Agreement concerning Termination for the return of Records and (2) 10 days from the date that the work under the Agreement is transferred back to the State or to another Contractor for any reason.

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

damage.

Upon Termination of the Agreement for any reason, the Contractor shall provide the State a copy of any and all data provided, created, or in any way handled by the Contractor under the terms of this contract. In addition, upon Termination of the Agreement for any reason, any and all data provided to the Contractor that originated in any way from the State shall be expunged from any and all media not owned by the State. The expungement shall include all types of media, including but not limited to, hard drives, removable media including backup media, and volatile and non-volatile memory of all types. Expungement is intended to mean removal in such a way as to make restoration or retrieval impossible.

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

35.   RIGHTS TO PUBLIC RECORDS

In accordance with Conn. Gen. Stat. § 4d-34, (a) neither the Contractor nor Contractor Parties shall have any Title in or to (1) any public records which the Contractor or Contractor Parties possess, modify or create pursuant to a contract, subcontract or amendment to a contract or subcontract, or (2) any modifications by such contractor, subcontractor, employee or agent to such public records; (b) neither the Contractor nor Contractor Parties shall impair the integrity of any public records which they possess or create; and (c) public records which the Contractor or Contractor Parties possess, modify or create pursuant to this Agreement or other contract, subcontract or amendment to a contract or subcontract shall at all times and for all purposes remain the property of the State. For purposes of this section, "public records" shall have the meaning set forth in Conn. Gen. Stat. § 1-200, as it may be modified from time to time.

36.   PUBLIC RECORDS AND FOIA

In accordance with Conn. Gen. Stat. § 4d-35, any public record which a state agency provides to the Contractor or Contractor Parties shall remain a public record for the purposes of subsection (a) of section 1-210 and as to such public records, the State, the Contractor and Contractor Parties shall have a joint and several obligation to comply with the obligations of the state agency under the Freedom of Information Act, as defined in section 1-200, provided that the determination of whether or not to disclose a particular record or type of record shall be made by such state agency.

37.   DISCLOSURE OF PUBLIC RECORDS

In accordance with Conn. Gen. Stat. § 4d-36, neither the Contractor nor Contractor Parties shall disclose to the public any public records (a) which they possess, modify or create pursuant to this Agreement or any contract, subcontract or amendment to a contract or subcontract and (b) which a state agency (1) is prohibited from disclosing pursuant to state or federal law in all cases, (2) may disclose pursuant to state or federal law only to certain entities or individuals or under certain conditions or (3) may withhold from disclosure pursuant to state or federal law. This provision shall not be construed to prohibit the Contractor from disclosing such public records to any Contractor Parties to carry out the purposes of its subcontract. For purposes of this section, "public records" shall have the meaning set forth in Conn. Gen. Stat. § 1-200, as it may be modified from time to time.

38.   PROFITING FROM PUBLIC RECORDS

In accordance with Conn. Gen. Stat. § 4d-37, neither the Contractor nor Contractor Parties shall sell, market or otherwise profit from the disclosure or use of any public records which are in their possession pursuant to this Agreement or any contract, subcontract or amendment to a contract or subcontract, except as authorized in this Agreement. For purposes of this section, "public records" shall have the meaning set forth in Conn. Gen. Stat. § 1-200, as it may be modified from time to time.

39. CONTRACTOR'S OBLIGATION TO NOTIFY DOIT CONCERNING PUBLIC RECORDS

In accordance with Conn. Gen. Stat. § 4d-38, if the Contractor or Contractor Parties learn of any violation of the provisions of Conn. Gen. Stat. §§ 4d-36 or 4d-37 they shall, no later than seven calendar days after learning of such violation, notify the Chief Information Officer of such violation.

40. TANGIBLE PERSONAL PROPERTY

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

(1) For the term of the Contract, the Contractor and its Affiliates shall collect and remit to the State of Connecticut, Department of Revenue Services, any Connecticut use tax due under the provisions of Chapter 219 of the Connecticut General Statutes for items of tangible personal property sold by the Contractor or by any of its Affiliates in the same manner as if the Contractor and such Affiliates were engaged in the business of selling tangible personal property for use in Connecticut and had sufficient nexus under the provisions of Chapter 219 to be required to collect Connecticut use tax;

(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 on or before the due date specified in the Contract, which may not be later than the last day of the month next succeeding the end of a calendar quarter or other tax collection period during which the tax was collected;

(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) Any Contractor or Affiliate who fails to remit use taxes collected on behalf of its customers by the due date specified in the Contract shall be subject to the interest and penalties provided for persons required to collect sales tax under chapter 219 of the general statutes.

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

c) 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 the Act.

41. INDEMNIFICATION AND HOLD HARMLESS

a)   The Contractor shall indemnify, defend and hold harmless the State and its officers, representatives, agents, servants, employees, successors and assigns from and against any and all (1) Claims arising, directly or indirectly, in connection with the Contract, including the acts of commission or omission (collectively, the "Acts") of the Contractor or Contractor Parties; and (2) liabilities, damages, losses, costs and expenses, including but not limited to, attorneys' and other professionals' fees, arising, directly or indirectly, in connection with Claims, Acts or the Contract. The Contractor shall use counsel reasonably acceptable to the State in carrying out its obligations under this section. The Contractor's obligations under this section to indemnify, defend and hold harmless against Claims includes Claims concerning confidentiality of any part of or all of the Bid or any Records, any intellectual property rights, other proprietary rights of any person or entity, copyrighted

or un-copyrighted compositions, secret processes, patented or unpatented inventions, articles or appliances furnished or used in the Performance of the Contract.

b)   The Contractor shall reimburse the State for any and all damages to the real or personal property of the State caused by the Acts of the Contractor or any Contractor Parties. The State shall give the Contractor reasonable notice of any such Claims.

c)   The Contractor's duties under this section shall remain fully in effect and binding in accordance with the terms and conditions of the Contract, without being lessened or compromised in any way, even where the Contractor is alleged or is found to have merely contributed in part to the Acts giving rise to the Claims and/or where the State is alleged or is found to have contributed to the Acts giving rise to the Claims.

d)   The Contractor shall carry and maintain at all times during the term of the Contract, and during the time that any provisions survive the term of the Contract, sufficient general liability insurance to satisfy its obligations under this Contract. The Contractor shall name the State as an additional insured on the policy and shall provide a copy of the policy to the Agency prior to the effective date of the Contract. The Contractor shall not begin Performance until the delivery of the policy to the Agency.

e)   The rights provided in this section for the benefit of the State shall encompass the recovery of attorneys' and other professionals' fees expended in pursuing a Claim against a third party.

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

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

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

44.   CAMPAIGN CONTRIBUTION RESTRICTION
For all State contracts as defined in P.A. 07-1 having a value in a calendar year of $50,000 or more or a combination or series of such agreements or contracts having a value of $100,000 or more, the authorized signatory to this Agreement expressly acknowledges receipt of the State Elections Enforcement Commission's notice advising state contractors of state campaign contribution and solicitation prohibitions, and will inform its principals of the contents of the notice. See attached SEEC Form 11 – Attachment 1.

45.   EXECUTIVE ORDERS
The Contract is subject to the provisions of Executive Order No. Three of Governor Thomas J. Meskill, promulgated June 16, 1971, concerning labor employment practices, Executive Order No. Seventeen of Governor Thomas J. Meskill, promulgated February 15, 1973, concerning the listing of employment openings and Executive Order No. Sixteen of Governor John G. Rowland promulgated August 4, 1999, concerning violence in the workplace, all of which are incorporated into and are made a part of the Contract as if they had been fully set forth in it. At the Contractor's request, the Client Agency shall provide a copy of these orders to the Contractor. The Contract may also be subject to Executive Order No. 7C of Governor M. Jodi Rell, promulgated July 13, 2006, concerning contracting reforms and Executive Order No. 14 of Governor M. Jodi

Rell, promulgated April 17, 2006, concerning procurement of cleaning products and services, in accordance with their respective terms and conditions. The Contract is also subject to the provisions of Executive Order No. Nineteen of Governor M. Jodi Rell, promulgated June 19, 2008 requiring the use of a System Development Methodology (SDM) for all information technology (IT) projects in the Executive Branch.

46. NONDISCRIMINATION PROVISIONS

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

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

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

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

"Minority business enterprise" means any small contractor or supplier of materials fifty-one per cent or more of the capital stock, if any, or assets of which is owned by a person or persons: (1) Who are active in the daily affairs of the enterprise, (2) who have the power to direct the management and policies of the enterprise and (3) who are members of a minority, as such term is defined in subsection (a) of section 32-9n; and "good faith" means that degree of diligence which a reasonable person would exercise in the performance of legal duties and obligations. "Good faith efforts" shall include, but not be limited to, those reasonable initial efforts necessary to comply with statutory or regulatory requirements and additional or substituted efforts when it is determined that such initial efforts will not be sufficient to comply with such requirements.

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

The contractor shall develop and maintain adequate documentation, in a manner prescribed by the commission, of its good faith efforts.

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

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

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

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

For the purposes of this entire Non-Discrimination section, "contract" includes any extension or modification of the contract, "contractor" includes any successors or assigns of the contractor, "marital status" means being single, married as recognized by the state of Connecticut, widowed, separated or divorced, and "mental disability" means one or more mental disorders, as defined in the most recent edition of the American Psychiatric Association's "Diagnostic and Statistical Manual of Mental Disorders", or a record of or regarding a person as having one or more such disorders. For the purposes of this section, "contract" does not include a contract where each contractor is (1) a political subdivision of the state, including, but not limited to, a municipality, (2) a quasi-public agency, as defined in Conn. Gen. Stat. Section 1-120, (3) any other state, including but not limited to any federally recognized Indian tribal governments, as defined in Conn. Gen. Stat.

Section 1-267, (4) the federal government, (5) a foreign government, or (6) an agency of a subdivision, agency, state or government described in the immediately preceding enumerated items (1), (2), (3), (4) or (5).

47.   OWNERSHIP OF DATA

It is understood and agreed by Contractor that any and all data hosted by Contractor on behalf of the State of Connecticut will remain the sole property of the State and the State retains any and all ownership of such data. It is further understood that at no time will Contractor have ownership of any data held within the system.

48.   HEALTH INSURANCE PORTABILITY AND ACCOUNTABILITY ACT (HIPAA)

a)   This Section may or may not apply. If an appropriate party or entity determines that it does apply, then for purposes of this Section the following definitions shall apply:

(1) "Business Associate" shall mean the Contractor.

(2) "Covered Entity" shall mean the Agency.

(3) "Designated Record Set" shall have the same meaning as the term "designated record set" in 45 C.F.R. §164.501.
(4) "Individual" shall have the same meaning as the term "individual"' in 45 C.F.R. §160.103 and shall include a person who qualifies as a personal representative as defined in 45 C.F.R. § 164.502(g).

(5) "Privacy Rule" shall mean the Standards for Privacy of Individually Identifiable Health Information at 45 C.F.R. part 160 and parts 164, subparts A and E.

(6) "Protected Health Information" or "PHI" shall have the same meaning as the term "protected health information" in 45 C.F.R. § 160.103, limited to information created or received by the Business Associate from or on behalf of the Covered Entity.

(7) "Required by Law"' shall have the same meaning as the term "required by law" in 45 C.F.R. § 164.103.

(8) "Secretary" shall mean the Secretary of the Department of Health and Human Services or his designee.

(9) "More stringent" shall have the same meaning as the term "more stringent" in 45 C.F.R. §160.202.

(10) "This Section of the Contract" refers to the HIPAA Section of this Contract, in its entirety.

(11) "Security Incident" shall have the same meaning as the term "security incident" in
        45   C.F.R. § 164.304.

(12) "Security Rule" shall mean the Security Standards for the Protection of Electronic Protected Health Information at 45 C.F.R. part 160 and parts 164, subpart A and C.

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

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

d)   The Agency is a "covered entity" as that term is defined in 45 C.F.R. § 160.103.

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

f)   The Contractor is a "business associate" of the Agency, as that term is defined in 45 C.F.R. §160.103.

g)   Obligations and Activities of Business Associates

(1) Business Associate shall not use or disclose PHI other than as permitted or required by this Section of the Contract or as Required by Law.

(2) Business Associate shall use appropriate safeguards to prevent use or disclosure of PHI other than as provided for in this Section of the Contract.

(3) Business Associate shall use administrative, physical and technical safeguards that reasonably and appropriately protect the confidentiality, integrity, and availability of electronic PHI that it creates, receives, maintains, or transmits on behalf of the Covered   Entity.

(4) Business Associate shall mitigate, to the extent practicable, any harmful effect that is known to the Business Associate of a use or disclosure of PHI by Business Associate in violation of this Section of the Contract.

(5) Business Associate shall report to Covered Entity any use or disclosure of PHI not provided for by this Section of the Contract or any Security Incident of which it becomes aware.

(6) Business Associate shall insure that any agent, including a subcontractor, to whom it provides PHI received from, or created or received by Business Associate, on behalf of the Covered Entity, shall agree to the same restrictions and conditions that apply through this Section of the Contract to Business Associate with respect to such information.

(7) Business Associate shall provide access, at the request of the Covered Entity, and in the time and manner agreed to by them, to PHI in a Designated Record Set, to Covered Entity   or, as directed by Covered Entity, to an Individual in order to meet the requirements under 45 C.F.R. § 164.524.

(8) Business Associate shall make any amendments to PHI in a Designated Record Set that the Covered

Entity directs or agrees to pursuant to 45 C.F.R. § 164.526 at the request of the Covered Entity, and in the time and manner agreed to by them.

(9) Business Associate shall make internal practices, books, and records, including policies and procedures and PHI, relating to the use and disclosure of PHI received from, or created or received by, Business Associate on behalf of Covered Entity, available to Covered Entity or to the Secretary in a time and manner agreed to by them or designated by the Secretary, for purposes of the Secretary determining Covered Entity's compliance with the Privacy Rule.

(10) Business Associate shall document such disclosures of PHI and information related to such disclosures as would be required for Covered Entity to respond to a request by an Individual for an accounting of disclosures of PHI in accordance with 45 C.F.R. §164.528.

(11) Business Associate shall provide to Covered Entity, in a time and manner agreed to by the parties, information collected in accordance with subsection 10 of this Section of the Contract, to permit Covered Entity to respond to a request by an Individual for an   accounting of disclosures of PHI in accordance with 45 C.F.R. § 164.528.

(12) Business Associate shall comply with any State law that is More Stringent than the Privacy Rule.

        (i) Permitted Uses and Disclosure by Business Associate

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

(2) Specific Use and Disclosure.

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

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

      (C) Except as otherwise limited in this Section of the Contract, Business Associate may use PHI to provide Data Aggregation services as defined in 45 C.F.R. §164.501, to Covered Entity as permitted by 45 C.F.R. § 164.504(e)(2)(i)(B).

(j) Obligations Of Covered Entity

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

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

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

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

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

(2) Upon Covered Entity's knowledge of a material breach of this Section by Business Associate, Covered Entity shall either proceed in accordance with the Breach section of this Contract or, if neither Cancellation nor a cure is feasible, then Covered Entity shall report the breach to the Secretary.

      (A) Effect of Termination, Cancellation and Expiration. Except as provided above, upon Termination, Cancellation or Expiration of this Contract, Business Associate shall return or destroy all PHI received from Covered Entity, or created or received by Business Associate on behalf of Covered Entity. This provision shall apply to PHI that is in the possession of subcontractors or agents of Business Associate. Business Associate shall retain no copies of the PHI.

      (B) In the event that Business Associate determines that returning or destroying the PHI is infeasible, Business Associate shall provide to Covered Entity notification of the conditions that make return or destruction infeasible.

Upon documentation by Business Associate that return of destruction of PHI is infeasible, Business Associate shall extend   the protections of this Section of the Contract to such PHI and limit further uses and disclosures of PHI to those purposes that make return or destruction infeasible, for as long as Business Associate maintains such PHI. Infeasibility of the return or destruction of PHI includes, but is not limited to, requirements under state or federal law that the Business Associate maintains or preserves the PHI or copies thereof.

(m) Miscellaneous Provisions

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

(2) The Parties shall take such action as in necessary to amend this Section of the Contract from time to time as is necessary for Covered Entity to comply with requirements of the Privacy Rule and HIPAA.

(3) The respective rights and obligations of Business Associate under this section of the Contract shall survive the Termination or Cancellation of this Contract.

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

(5) Covered Entity makes no warranty or representation that compliance with this Section of the Contract will be adequate or satisfactory for Business Associate's own purposes. Covered Entity shall not be liable to Business Associate for any Claim related to or arising from the unauthorized use or disclosure of PHI by Business Associate or any Contractor Parties or any other party to whom Business Associate has disclosed PHI pursuant to this Section of the Contract.

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

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

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

51.   ENTIRETY OF AGREEMENT
This Agreement includes the SIGNATURE PAGE OF AGREEMENT. To the extent the provisions of the previously mentioned Deliverable Pricing Schedule, the Project Implementation Summary, the Project Implementation Schedule and any aforementioned Attachment do not contradict the provisions of Sections 1 through 48 of this Agreement, said documents are incorporated herein by reference and made a part hereof as though fully set forth herein. This Agreement, as thus constituted, contains the complete and exclusive statement of the terms and conditions agreed to by the parties hereto and shall not be altered, amended, or modified   except   in   writing   executed   by   an   authorized   representative   of   each   party.

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SIGNATURE PAGE OF AGREEMENT

This Agreement is entered into by authority of Sections 4d-2, 4d-5 and 4d-8 of the General Statutes.

FOR: _____   FOR: STATE OF CONNECTICUT

BY: _____   BY: _____

NAME: _____   Richard Bailey

TITLE: _____   Deputy Chief Information Officer

_____   Department of Information Technology

_____   duly authorized

DATE: _____   DATE: _____

APPROVED AS TO FORM:

_____

Attorney General of the State of Connecticut

DATE: _____

ATTACHMENT 6 – BUSINESS, TECHNICAL AND OPERATIONAL REQUIREMENTS

Connecticut DSS Modernization of Client Service Delivery

Functional Requirements Document

Table of Contents

1 INTRODUCTION

The Department of Social Services is requesting proposals to implement a comprehensive and integrated automated system that utilizes the latest information technology for improved levels of effective and efficient delivery of services to its clients for the following programs:

- Medicaid (Family (HUSKY A) and Adult Coverage Groups);

- Supplemental Nutrition Assistance Program (SNAP);

- Temporary Family Assistance (TANF Cash Assistance);

- HUSKY B (Children's Health Insurance Program – CHIP);

- State Supplement for the Aged, Blind and Disabled;

- State Administered General Assistance (SAGA) cash assistance;

- State Administered General Assistance (SAGA) medical assistance); and

- Charter Oak Health Plan.

DSS plans for this RFP to be the basis of the "Framework of the Future" which will allow the agency to build upon this framework, determined by programmatic priorities at any future date, as well as on the need to evolve existing technology infrastructure and software. See Architecture (section 3) for details.

In summary, the goals of the Modernization of Client Services Delivery (MCSD) Project are to:

- Improve "anywhere/anytime" client access to DSS services for all clients;

- Provide better quality services to clients;

- Increase participation of programs by qualified individuals and families;

- Reduce costs by developing more efficient procedures; and

- Utilize a strategic approach to ensure that the Modernization of Client Services Delivery solution becomes the "framework for the future" for client services.

Details on these goals can be found in sections 1.3.2, 1.3.3 and 1.3.4 of the main body of this RFP. To meet these goals, DSS has chosen to implement three strategic technologies as the foundation for the Modernization of Client Services Delivery.

- Web applications and services that will enable client access to services via the Internet;

- Interactive Voice Response (IVR) and Virtual Call Center technology that will enable client access to service by phone; and

- Document management and workflow technology to enable improved and efficient service delivery by electronically managing documents that are currently in paper or electronic form.

DSS also recognizes that implementing these technologies individually does not provide the capabilities and efficiencies that implementing them as one integrated project does; therefore proposals must provide an integrated approach across these technologies. DSS is looking to the vendor to describe the approach (phased, big bang, etc) which will provide the most efficient way of implementation of the technologies while providing some "early wins". The architecture and operations sections layout the overall requirements for this integrated approach to the implementation of the modernization solution. The following web, IVR and document management sections provide the scope and requirements for each of the technology solutions.

The proposals will be evaluated based on the ability to meet each requirement listed in these sections. However to ensure that there is no confusion relating to the scope of work required of the proposing vendor and its subcontractors (if any); the following is a summary of the work to be completed for the implementation of this project.

1.1 PROJECT SUMMARY

Architecture and Operational Requirements

It is required that the vendor implements all the required technologies in an integrated manner that can be effectively supported by DSS staff. The implementation must meet DoIT as well as DSS architecture standards for the technologies being implemented. It will be advantageous to the vendor to leverage current and planned State technologies. Exceptions to these standards require the vendor to show the benefits to the proposed alternative. A service oriented architectural approach is desirable and will be evaluated accordingly. The vendor will be responsible for defining and setting up the appropriate environments for construction, testing, training and production for the project and provide the necessary training and mentoring to DSS staff to take over operational support.

Web Services

The web services being implemented will utilize Internet access to provide 24/7 delivery of DSS client services, including the ability of clients to easily access information tailored for their needs, such as; eligibility for programs, the ability to file an application for benefits, online completion of a redetermination, request changes to case information or update case information online. In addition, web services will include the ability for clients to set up an online account to allow for secure access to their account for informational purposes. The project will include Joint Application Design (JAD) sessions with DSS staff to design new screens and processes to support the delivery of web services.

Telephony Services

The telephony-based services required will support phone access to client services, including the implementation of an Interactive Voice Response system that will provide self service access for information about programs and benefits. The call center will act as a virtual call center supporting the routing of calls to Customer Service Representatives at multiple remote locations. The project will include Joint Application

Design (JAD) sessions with DSS staff to design new processes to support the delivery of telephony services.

Document Management and Workflow Services

Document management and workflow technologies will be implemented to support the imaging, routing, tracking, retrieval and storage requirements of all case related paper-based documents and forms. A centralized scanning and indexing operation (with hardware and software) is required as well as smaller scanning operations in the field and regional offices. A centralized library will be required to support electronic case folders and electronically manage all case related documents. Workflow software will be required to support routing and tracking of documents and forms internally and accessible within web services. Workflow based services will also include the ability to manage the workload of tasks to workgroups or individual DSS staff. The project will include JAD sessions with DSS staff to design new forms and processes to support the document management and workflow services.

2 BACKGROUND

2.1 CONNECTICUT DEPARTMENT OF SOCIAL SERVICES BACKGROUND

The Department provides a broad range of services to elderly persons, people with disabilities, families, and individuals who need assistance in maintaining or achieving their full potential for self-direction, self-reliance, and independent living. It administers more than ninety legislatively-authorized programs and approximately one-third of the entire State budget. By statute, it is the State agency responsible for administering human service programs sponsored by Federal legislation including the Rehabilitation Act, the Food and Nutrition Act, the Older Americans Act, and the Social Security Act. The Department is also designated as a public housing agency for administering the Section 8 Housing Choice Voucher Program under the Federal Housing Act.

The Department is headed by the Commissioner of Social Services and there are Deputy Commissioners for Administration and Programs. There is a Regional Administrator responsible for each of the three service regions.

The Department administers most of its programs through offices located throughout the State. Within the Department, the Bureau of Rehabilitation Services provides vocational rehabilitation services for eligible individuals with physical and mental disabilities throughout the State. For the other programs, services are available through offices located in the three regions, with central office support located in Hartford. In addition, many services funded by the Department are available through community-based agencies. The Department has out-stationed employees at participating hospitals, nursing facilities, and Federally Qualified Health Centers to expedite Medicaid applications, and funds Healthy Start sites, which can accept applications for Medicaid for pregnant women and young children. Many of the services provided by the Department are available via mail or telephone.

There are three entities attached to the Department for administrative purposes only. They are the Commission on Deaf and Hearing-impaired, the Board of Education and Services for the Blind, and the Child Day Care Council.

The Department has recognized the importance of the strategic use of information technology by identifying it as a key element for achieving the Department's vision to effectively deliver client services. Information technology also plays a key role in supporting the agency's ability to meet its other top priorities, i.e., to promote self-sufficiency, independent living, and community strength; customer satisfaction; employee satisfaction, as well as organizational effectiveness and cost efficiency.

2.2 CURRENT EMS TECHNICAL ENVIRONMENT

Connecticut's legacy Eligibility Management System (EMS) is among the nation's most comprehensive welfare eligibility systems. This mainframe system provides fully integrated data processing support for the determination of client eligibility, benefit calculation and issuance, financial accounting, and management reporting. EMS supports many of the agency's major programs such as Temporary Family Assistance (TFA),

Medical Assistance (Medicaid and State Medical Assistance), Supplemental Nutrition Assistance (SNAP), State Supplement to the Aged, Blind, and Disabled, the State Administered General Assistance (SAGA), Refugee Cash and Medical Assistance and the Managed Care Program. The system has been functional since 1989.

EMS determines eligibility and issues notices and benefits for approximately 390,000 assistance units and 420,000 clients each month. The database management system (DBMS) is IBM IMS. The system consists of over 210 databases, 50 VSAM files, 3025 COBOL programs, over 550 on-line screens, and 5.0 million lines of code. EMS runs on an IBM 2064-103 Z/OS R1.4 operating system at the State Data Center located at the Department of Information Technology (DOIT). Information is entered on-line from over 3,500 PC workstations across the state, with most of the processing of information occurring immediately. Production staff is on duty 24 hours a day to support the on-line system and the extensive batch processing, which occurs at night and on the weekends. EMS exchanges and matches data through numerous interfaces (with other state and federal agencies, as well as with banks, insurance companies, and other entities) in order to ensure the accuracy of information contained in the client and assistance unit database. A large proportion of application development activities involve enhancements to EMS to meet the ever-changing business needs of the agency.

On any given day, system transactions number 750,000 to 1,000,000, with response time averaging less than three seconds. Each month, approximately 300,000 cash and SNAP benefits are issued. An average of 183,000 notices and 100,000 eligibility worker alerts are generated each month from EMS.

Cash benefits are issued via Electronic Benefit Transfer (EBT), direct deposit or, for a limited number of clients, sent by check. SNAP benefits are issued via EBT. Eligibility for medical assistance can be verified in real time using an electronic Eligibility Verification System (EVS). Also, EMS sends medical eligibility files to a contracted vendor to process claims. EMS interfaces with an automated digital imaging system to ensure that clients do not receive duplicate benefits.

The major characteristics of EMS include:

1. <u>Centralized Data Base:</u> EMS is structured to maintain all of its information about clients and programs in a centralized IMS database. Staff members are able to enter, retrieve, and update this information according to the security and access guidelines maintained by the system.

2. <u>On-line Entry and Update of Information:</u> Information regarding clients and services is entered on-line from PCs located in the regional and central offices. EMS is a menu-driven system, which means that the user's route through EMS is guided by menus. Menus serve as the beginning point for system activities, and the options selected on the menus determine the specific screens to be used. Depending on what selection is made, the system brings the user to a lower level or submenu. Based on the selections made by the user, the user is able to process information or optionally navigate through the system. A series of screen displays provides for the entry of application data and the update of client information for case maintenance. When data is entered into the

system, the EMS database is immediately updated and made available to all system users.

3. Timely System Processing: The information associated with an integrated application, for example, is processed upon completion of data entry to provide an initial test of eligibility for benefits. Similarly, the effect on benefit levels of a change in earned income is calculated immediately. In instances where immediate processing is not appropriate (e.g., check issuance, routine reporting, or certain interfaces to an external system), processing occurs on a batch basis, usually overnight.

In addition to EMS (DSS' primary application), the Department also provides a system to support the Connecticut Child Support Enforcement program. The Connecticut Child Support Enforcement System (CCSES) is maintained by a contracted vendor (Sabre). The Department also provides a case management system (maintained in-house) to support the Bureau of Rehabilitation Services.

2.3   DSS INFRASTRUCTURE

The present environment managed by DSS ITS consists of internal application servers (including some browser-based applications), file-and-print servers, a substantial Citrix environment, a LAN-WAN environment supporting office software and access to the legacy mainframe application "EMS" – Eligibility Management System. It includes a basic document imaging and filing system for certain client verification documents currently available in a limited number of offices. There are also ancillary IT infrastructure environments supporting outside services for DSS, including ACS's HUSKY B medical coverage program, United Way's 2-1-1 Information & Referral program, and the Care-4-Kids, among others. Each outside service has a "standalone" infrastructure with connectivity to the state/DSS systems.

The equipment utilized for ITS functions is refreshed on a periodic basis. Staff support desktop & notebook PC's, servers, and most related auxiliary devices. Staff are trained in configuration and "break/fix" diagnosis and replacement; vendors provide replacement parts and more advanced technical support. Complex printers/copiers/fax machines/scanners are covered by service contract, as are telephone systems. A comprehensive multi-level technical help desk is operated by ITS during hours for which the central and regional offices and a variety of field locations are open.

Desktop computers have the ability to support expanded browser-based functionality without immediate need for upgrades. The DoIT supplied Wide Area Network equipment (routers and switches) and transport (DS3/DS1 circuits), along with the agency-run networks at each site, have sufficient capacity and flexibility to support current uses; significant increases in traffic types or demand will require upgrades. Network equipment will be approaching end-of-life at the time of the project's implementation, and funding for refresh is uncertain due to State budget limitations. Telephone systems are a limiting factor and cannot be expanded for Call Center purposes: they are of various makes, are mostly manufacturer-discontinued and approaching end-of-life.

2.4 DoIT ENVIRONMENT: STATE INFRASTRUCTURE & SUPPORT SERVICES

The Department of Information Technology hosts the EMS application on its mainframe, and provides data storage, backup, restoral, and disaster-recovery services for these functions. It provides WAN services connecting all DSS locations (and all other agencies). It provides telephone system design and a centralized dispatch for contract support of such systems. It hosts the state directory and Exchange e-mail service, and provides backup and restoral for it. DoIT does not currently support document management systems and has no plans to support a document repository.

DoIT does not currently support call centers, and while it utilizes a VoIP system for its own site, it does not support such traffic over the state WAN at this time. It has no plans to support Unified Messaging (which would impact Exchange and have Freedom of Information implications).

2.5 CURRENT HUSKY TECHNICAL ENVIRONMENT: CONNEXION

Connecticut's web based enrollment broker and eligibility determination system which supports operations of the HUSKY B and Charter Oak programs. This system provides fully integrated data processing support for the determination of client eligibility, benefit calculation, managed care enrollment, client notice generation, premium processing, financial accounting, document imaging and management reporting. The system also provides contact management and workflow modules for the tracking of work to be performed and maintaining a complete historical record of all interactions with clients and the system has been operational in Connecticut since 2004.

ConneXion determines eligibility and issues notices and benefits for approximately 6,000 assistance units and 12,000 clients each month in Connecticut alone.

ConneXion is a suite of integrated application system components that are implemented in a modular fashion depending on the specific requirements of DSS. Some components were designed and developed by ACS, while others are Commercial Off-The-Shelf (COTS) components that integrate with the core ConneXion system. They are integrated through web based programming and can interface with external systems through batch interfaces; or, when supported by the external system, through web-services interfaces.

The system is a fully web based, thin client solution that—subject to its extensive security controls and data encryption of PHI—is accessible from anywhere with an internet connection. "web based" means that the system was specifically designed for the web. It is not simply a "web-enabled" front-end to a legacy system. Together with other system components, such as the integrated Actuate and Business Objects reporting tools, ConneXion provides a complete automated and integrated solution to the business and systems needs for the State of Connecticut HUSKY B and Charter Oak Programs.

ConneXion provides all of the functional capabilities required to support the HUSKY B and Charter operation. ConneXion is constructed in a highly dependable, reliable, flexible manner using industry-standard approaches that are simpler and less expensive to support than older generation technology. This provides the foundation for reliability,

flexible integration with business processes, and the ability to make changes quickly and efficiently as business needs change. It has the technical capacity, including the communications capacity, to easily accommodate the daily call and transaction volumes. It is highly scalable, supporting temporary spikes in enrollments, transfers, and call volumes, including those expected during the annual enrollment period. It provides the flexibility to respond quickly to unanticipated program changes.

3 ARCHITECTURE

This section defines the technical standards and design principles that vendor proposals are to adhere to. The state technical standards (EWTA) are defined by DoIT (Appendix 13) along with Web Hosting Requirements (also Appendix 13) which must be met for the proposed systems.

The DSS Architecture and Security Standards are specific to DSS as a subset of state EWTA standards. Vendor proposals are expected to adhere to these standards. Any recommendations that deviate from the defined standards must be supported by justifications and will be at the discretion of the state to accept. The DSS architecture is based on the use of modular components. The proposal must articulate how new elements being introduced into the DSS environment will affect current standards or require the introduction of new standards.

One of the goals of the architecture requirements in this section is to ensure the MCSD becomes the "Framework of the Future" for DSS. This will allow the agency to build upon this framework, determined by programmatic priorities or new programs added at any future date, as well as the need to evolve existing technology infrastructure and software. All vendors must address in Section 3 how the proposed solution will enable flexibility and scalability in determining priorities and implementing enhancements as part of subsequent modernization projects. Flexibility must include the ability to integrate internally with other agency systems, and externally with other state agency programs.

The Department of Information Technology has determined that a Service Oriented Architecture (SOA) approach to new agency information systems is beneficial as a strategic IT approach. DSS has concluded that SOA based proposals will be preferred because they provide strategic value to the agency with better integration and business flexibility for future agency priorities.

Proposals are not required to use an SOA approach and will be evaluated on the basis of meeting all functional and performance requirements in the RFP.

If the vendor proposes an SOA approach, they must demonstrate the benefits of this approach in Section 3 relating to:

- Integration of the new technologies being implemented;

- Integration with the current environment (including EMS and ConneXion);

- Ability to integrate new system functionality in the future;

- Ability to reuse functionality in current DSS systems, at other state agencies, or in external organizations working with DSS;

- Ability to support a modular approach to technical components such as workflow, databases and applications (including EMS and ConneXion);

- Ability to utilize a messaging environment between web services, physical tiers and between security zones, whether the messages are XML based, and how the messages would be queued (for example an Enterprise Service Bus); and

- Ability to support role based access to data or services.

3.1 STATE TECHNICAL STANDARDS

Vendor proposals are expected to adhere to the State of Connecticut technology standards and guidelines as defined by DoIT (see Appendix 13). Proposed recommendations that deviate from the guidelines must be supported by justification and will be at the discretion of the state.

3.1.1 All web applications are required to be hosted at DoIT and meet their application hosting requirements. DoIT hosting requirements can be found in Appendix 13.

3.1.2 All access by clients outside of DSS or state agencies must come in through the state portal initially and meet portal security standards. See Appendix 13.

3.2 DSS Architecture Principles

These are the DSS specific architecture design requirements that must be addressed by the vendor. Vendor proposals must adhere to these architecture principles and the supporting governance. Proposed recommendations that deviate from the guidelines must be supported by justification and will be at the discretion of the state to accept.

3.2.1 DSS intends to maintain the proposed system after a specified transition period with the vendor. A Transition Period must be identified by the vendor which will include training on all applications, hardware, software as well as any warranty support time frames.

3.2.2 In the proposal, the vendor must demonstrate how the proposed solution reduces complexity across the three technology sectors for implementation and ongoing maintenance by DSS staff. Please explain how the solution will leverage the technology across the solution. (ex., reusable business objects, reporting solutions).

3.2.3 The proposed system must be able to interface with current DSS systems such as EMS and ConneXion. Interfaces must support access to current data in each environment. The vendor will be required to develop modules with the capability to send and receive information to and from EMS and ConneXion. DSS staff will develop the EMS programs and the current contracted vendor will develop the ConneXion programs which will accept the request for information from the vendor's modules, gather the requested information and pass it back to the vendor for processing. The proposal must articulate the vendor's plan to interface real time to accomplish this task.

3.2.4 The vendor must provide their own data dictionary to support the new systems. The new systems should utilize the current EMS and/or ConneXion data dictionary when possible. Efforts must be made to use consistent terminology across the proposed platforms.

3.2.5   The vendor must include mentoring and training of DSS technical support staff during the design, construction, testing, implementation and post implementation phases of the project for operational support functions of all applications and products. The proposal must explain the plan for such mentoring and training in each phase.

3.2.6   All proposed systems developed by the vendor must include documentation of each proposed system component for DSS technical support staff.   The proposal must include a sample showing the level of detail for such documentation.

3.2.7   The vendor must provide an architecture diagram for all systems being proposed describing how each technology will be integrated to create an overall solution. These diagrams must be provided with the proposal and updated at the design, construction, testing and production stages of the project.

3.2.8   The vendor must ensure consistent use of data and information terms across all systems being implemented. The proposal must show how the vendor will ensure this consistent use.

3.3   DSS ARCHITECTURE INFRASTRUCTURE

These are the technical standards that are specific to DSS infrastructure. Vendor proposals must adhere to these standards. Any recommendations that deviate from the defined standards must be supported by justification and will be at the discretion of the state to accept.

3.3.1   The DSS network standards are the following: Citrix ICA over TCP/IP for field offices. Cisco routers and switches are used in field offices and the Central Office.

3.3.2   The DSS current workstation standards are the following: Microsoft XP, Office Suite 2003 and Internet Explorer version 6, service pack 3, Citrix version XenApp 5 in field offices. There are plans to migrate to Office Suite 2007 and Internet Explorer 7.

3.3.3   The proposed solution should utilize products that are currently supported at DSS or the proposal must clearly explain why deviations are preferred. The total cost and benefits of the proposed deviation including additional staff or training must be described in the cost proposal.

3.4   DSS ARCHITECTURE – USER INTERFACE

In the proposal, the vendor must define the approach to, experience in and methodology for meeting or exceeding the User Interface requirements listed below:

3.4.1   The user interface for all appropriate technologies being implemented must be browser based and consistent across the appropriate technologies.

3.4.2   Inside the DSS application, the user interface must be customizable for different user roles so that navigation and screen views are tailored to user type. The screen access must be based on the role based security access scheme.

3.4.3   The user interface must have simplified accessibility to program information.

3.4.4   Client accounts with a single sign on are preferred.

3.4.5   The user interface must be available in English and Spanish. All Spanish translations will be provided to the vendor by DSS.

3.4.6   The user interface must meet ADA Accessibility Policy for Connecticut state government web sites http://www.access.state.ct.us/.

3.5   DSS ARCHITECTURE – APPLICATION DEVELOPMENT

In the proposal, the vendor must define the approach to, experience in and methodology for meeting or exceeding the application development requirements listed below:

3.5.1   Web services must include a proposal for supporting user navigation and web content management that can work within the state web portal architecture.   The State uses the new Cimbrian Dynamic Site Framework .NET version.

3.5.2   The vendor must provide environments to support construction, unit test, system test, user acceptance testing, training. DoIT's practice is to virtualize these environments. Staging and production environments will be provided at DoIT. These environments will be available for the DSS test team and the QA/QC IV&V team.

3.5.3   Vendors implementing systems must utilize the state's VPN security to access the proposed system at DoIT in staging or at DSS in testing. DoIT manages the transition from staging to production and DoIT manages all hardware.

3.5.4   Construction is acceptable on the vendor's servers offsite. No off-shore construction is permitted. Describe your general approach to the application development environment.

3.6   DSS ARCHITECTURE – INFORMATION MANAGEMENT

In the proposal, the vendor must define the approach to, experience in and methodology for meeting or exceeding the information management requirements listed below:

3.6.1   The vendor must provide a data dictionary for all developed applications in a DSS approved format.

3.6.2   It is preferred the proposed system include metadata on all data fields stored in the web service or IVR database, or for indexed documents in the document library to provide conditional or qualifying information about the information stored (data or documents).

3.6.3   The vendor must provide a data flow diagram for all information (data or documents) stored within the proposed systems being implemented including temporary data storage for inquiry and/or updates to EMS and ConneXion databases.

3.6.4   Information access must be administered using role based security defined by
         DSS.

3.6.5   It is preferred that the vendor be able to convert documents into XML readable
         format. For the proposal, describe how the proposed system accomplishes this
         conversion, and whether it is internal or native to the system or using an external
         product.

3.6.6   The vendor must maintain a Change/Configuration Management database during
         development of the web based, client facing application. This Change
         Management tool must be transferrable and supportable by DSS IT staff if/when
         the transfer of support of the application takes place.

3.6.7   The vendor must maintain a revision control or Source Code Management (SCM)
         software during development of the web based, client facing application. This
         SCM tool must be transferrable and supportable by DSS IT staff if/when the
         transfer of support of the application takes place.

3.6.8   The vendor must provide separate environments for reporting and transactions.
         This will allow reports to be created at any time with minimal effect to the
         transaction database.

3.7   SECURITY REQUIREMENTS

DSS has established policies and published guidelines and procedures for its
implementation and use, relating to data protection, external system interconnection,
and other security matters to comply with federal requirements for HIPAA and Social
Security. DoIT has established its own security standards and practices for access to
systems and data: for the public, for authorized users, for agency use, and for system
and operational support. The successful vendor will be instructed in DSS and DoIT
specific requirements. Proposals must address the vendor's experience in complying
with such a diverse set of security policies and practices and propose its methodology
for meeting or exceeding the requirements listed below:

3.7.1   The proposed system must meet federal (HIPAA
         http://www.hhs.gov/ocr/privacy/hipaa/administrative/statute/index.html and Social
         Security) security requirements as well as DoIT and DSS security requirements.

3.7.2   The call center Customer Service Reps must have access to the same web
         application utilized by clients to allow them to assist the client with questions.

3.7.3   The proposed system must provide a process to authenticate and authorize
         external users of the web system & IVR systems.

3.7.4   The proposed system must support external users' requests to establish new
         accounts when they provide required information about their identity. This will
         allow the client to set up an account allowing them to apply for services. As this
         information is validated and verified and the account established, additional
         privileges may be assigned or modified by DSS for each account.

3.7.5 Users must be able to quickly establish new accounts with limited privileges to support the ability to return to a partially completed application, or other initial use of the proposed system.

3.7.6 Users must be able to request changes to their own account information, such as updated addresses, legal name changes, or other validation data, subject to staff confirmation.

3.7.7 DSS and/or DoIT must be able to determine the minimum number of characters in a password and protocols for password change, as well as the number of times a password can be reused.

3.7.8 DSS and/or DoIT must be able to determine how many times a user can attempt login before the proposed system locks the user out.

3.7.9 The proposed system must incorporate "role based access security" that supports access for multiple types of users based on an individual's job function.

3.7.10 The proposed system must support the remote management of system permissions and access.

3.7.11 The proposed system must provide full security logging and audit capabilities that track activity access to the system, application and database to the field level.

3.7.12 The proposed system must provide periodic metrics and an ad hoc reporting capability with respect to system activity.

3.7.13 Additional security features beyond those listed above may be proposed to enhance security to the extent practicable are preferred.

3.7.14 The state is beginning to use Novell eDirectory and Novell Access Gateway for their single sign on mechanism.

4 WEB SERVICES

This section defines the requirements for a web based client facing system to provide self service capabilities to the State of Connecticut clientele. DSS is requesting that the vendor respond to these requirements with solutions which are innovative and allow for maximum effective use of technology.

The vendor will be required to work with the QA Vendor (First Data) during all phases of the project to include, planning, design, construction, testing, training and implementation. Refer to Section 8.1 for details.

4.1 HARDWARE AND SOFTWARE REQUIREMENTS

In the proposal, vendors must provide a list of all hardware and software proposed for this engagement. DSS will work with the selected vendor to determine the best price for the technologies and will authorize the vendor to purchase the product or DSS will purchase the product directly through existing State of Connecticut contracts.

4.1.1 Vendors must provide a list of hardware and software which they will need to implement their products and services. This will include, but not be limited to:

- Web Servers;
- Storage; and
- Database Servers.

To the extent practical and feasible, switches and servers and their components should be remotely configurable or manageable. List the specifications for each entry as well as the quantity required in the technical proposal, and then list the same product name and quantity with prices extended on the cost sheets provided in Attachment 3 to this RFP. Costs should only be displayed on the Vendor Proposal Cost Worksheets.

DSS will work with the selected vendor to determine the best price for the technologies and will authorize the vendor to purchase the product, or DSS will purchase the product directly through existing State of Connecticut contracts. This decision will be reflected in the contract and purchase order to the vendor.

4.1.2 All programs required to access EMS (Inquiry or Update) will be developed and implemented by DSS Staff. All programs required to access ConneXion (Inquiry or Update) will be developed and implemented by ConneXion contracted vendor staff. The vendor will not be required to develop these programs.

4.1.3 The website being developed will not replace the current DSS website.

4.2 GENERAL REQUIREMENTS

In the proposal, the vendor must define the approach to, experience in and methodology for meeting or exceeding the general requirements listed below:

4.2.1   All web screens must have online help capabilities for the clients. This will include field level help with mouse-over capabilities, screen level help, and process level help.

4.2.2   All client-facing screens, including help capabilities, must be available in both English and Spanish. All Spanish translations will be provided to the vendor by DSS.

4.2.3   The proposed system must provide the capability to forward all document packets to a DSS print queue/file. This print queue/file will be forwarded to DSS on a predetermined schedule for printing and distribution. A document packet consists of the main document (application, redetermination or change reporting form) and its accompanying forms and lists (i.e., verification checklist, verification forms, receipt). Document packets will be determined in the design phase.

4.2.4   The vendor must provide technical and user training and training materials for all software and hardware related to design, construction and implementation of web applications, including but not limited to, screen design, help screens, and reports.

4.2.5   The proposed system must provide the capability to present a voter registration form as part of the application/redetermination/change reporting processes. This process must include the capability to print/mail the form to the client for original signature. Tracking and reporting for this activity must be provided.

4.2.6   The vendor must provide a mechanism on the receipt/verification checklist with the capability to electronically identify the client (i.e., bar code or OCR). This will be used to associate returned documents with a specific client/case/electronic folder.

4.2.7   The proposed system must support multiple levels of access by internal staff and external community partners based on role based security.

4.2.8   The proposed system must incorporate a dynamic rules engine that is flexible enough to allow DSS staff to change business rules for workflow processing in one place after system implementation.

4.3 GENERAL INQUIRIES

In the proposal, the vendor must define the approach to, experience in and methodology for meeting or exceeding the general inquiries requirements listed below:

4.3.1   The vendor must work with DSS to develop a website that meets ADA requirements and meets industry standards for browser accessibility. This will include large print capability when requested by the client

4.3.2   The vendor must provide content management functionality to allow DSS to populate the DSS website.

4.3.3   The proposed system must allow clients to access FAQs and eligibility information. The content of this information will be determined in the design phase. All client communication must be easy to read and written at approximately the 6th grade level on the Flesch Reading Ease Scale.

4.3.4   The proposed system must allow clients to search FAQs by key words/phrases (i.e., verification, program, EBT, timeframes, etc.)

4.3.5   The proposed system must provide intuitive navigation and provide the next logical step in the process. The proposed system must provide clients with navigational options including, but not limited to, select another topic, return to sub-menu, and return to main menu.

4.4   PRE-SCREENING AND PRELIMINARY ELIGIBILITY

Pre-screening will provide clients with an initial assessment of eligibility based on high-level eligibility criteria. This requires design and construction of multiple screens based on the programs the client is potentially eligible to apply for. Applicable edits and verifications should be based on a rules engine which DSS will have the capability to update.

In the proposal, the vendor must define the approach to, experience in and methodology for meeting or exceeding the pre-screening and preliminary eligibility requirements listed below:

4.4.1   The vendor must work with DSS SMEs to develop the business rules for the pre-screening process. Business rules for each program in the prescreening process will be determined during the design sessions.

4.4.2   The proposed system must be able to provide a series of screens which will allow the client to determine potential eligibility. These screens must have the capability to be viewed or printed locally.

4.4.3   The proposed system must provide a potential eligibility summary screen that can be viewed/printed locally by the client. The summary screen must provide a listing of potentially eligible/ineligible statement(s) based on the programs selected by the client.

4.4.4   The proposed system must provide clients with options for next steps based on prescreening results. DSS will work with the vendor to determine appropriate next steps during design.   For example, "You are potentially eligible, click New Application button".

4.4.5   When client is prescreened as potentially ineligible, the proposed system must inform the client of other options for requesting services. These steps will be determined in the design phase.

4.5 CLIENT ACCOUNTS

Client accounts will be the method for establishing and maintaining secure access to case and client specific information. The client must have the ability to set up a new client account with a user ID and password to allow them to submit an application. The

user ID must have the capability to associate with a permanent EMS and/or ConneXion ID when the case is established. An existing client will require the capability to authenticate by creation of a user ID to the proposed system and establish a password unassisted during their first access to the proposed system. This will require a level of authentication to the proposed system and the capability to assign and store user ID's and passwords, as well as the ability to change passwords.

In the proposal, the vendor must define the approach to, experience in and methodology for meeting or exceeding the client accounts requirements listed below:

4.5.1　The proposed system must create a client user id and password account upon demand that allows the client to access/complete incomplete applications.

4.5.2　The vendor must develop a process for establishing an online account that allows existing clients (in EMS) access to their information or the ability to report changes. The process will require an interface with EMS.

4.5.3　The proposed system must have the capability to link a new user ID to a permanent client account. This will require the establishment of a client ID in EMS or verification that the client already exists in EMS. The process will require an interface with EMS.

4.5.4　The proposed system must authenticate and authorize external clients based on the security requirements found in the architecture section of this RFP.

4.5.5　The proposed system must pre-fill stored client information on all web screens for applications/redeterminations/change reporting and other forms generated by the system.

4.5.6　Clients must have the capability to stipulate their preferred method of receiving web-generated communications from DSS (i.e., postal mail or e-mail) using the web application.

4.5.7　Client accounts should include a live web online help (web chat) with the DSS Customer Service Rep.

4.5.8　The proposed system must allow access by the Customer Service Rep to any information input by the client that has been saved to the database. The details will be determined in the design phase.

4.5.9　The proposed system must provide authorized clients access to, but not limited to, the following information:

- Case status by programs;
- Case status by individual;
- Redetermination date and status by program;
- Current benefit amounts;
- Document/workflow status;
- EBT link to the EBT vendor;

- Request medical CONNECT cards; and

- Case Worker info (name, phone, hours, location).

4.5.10 The proposed system must have the capability to access EMS and/or ConneXion and the document management system to provide information on pending tasks with number of days (timeframes) left to complete the tasks and display them on the client account screen.

4.5.11 The vendor must work with DSS to develop an interface between the web client proposed system and EMS and/or ConneXion in order to determine if this is an existing client or a new client.

4.6   SUBMISSION OF ONLINE APPLICATIONS

The intent of web based application submission is to streamline the application process for both clients and DSS staff. The system must be designed to allow clients or their surrogates to apply for any or all DSS programs online. The system must be flexible for rule changes and scalable for the addition of more programs in the future. This will require clients to have established an account as provided in Section 4.5.

In the proposal, the vendor must define the approach to, experience in and methodology for meeting or exceeding the submission of online applications requirements listed below:

4.6.1   The vendor must work with DSS to develop the forms required for each program during the design phase. The vendor will be required to logically map the data fields on appropriate web screens to reduce duplicate entry and add intuitive navigation aids.

4.6.2   The vendor must work with DSS to develop data validation rules for each user enterable field.

4.6.3   The electronic application must provide field-based online instructions.

4.6.4   The proposed system must allow clients to save their application and come back and authenticate and edit their saved application prior to submission.

4.6.5   The proposed system must route the submitted electronic application to a queue for approval by a DSS worker. The worker validates and edits the application prior to submission to EMS and/or ConneXion. A transaction will be created upon submission which will pass the information to EMS and/or ConneXion. This transaction must have the capability to perform eligibility and asset verification and the transaction must comport with section 1940 of the Social Security Act, both manually and systemically. This transaction will be accepted by EMS and/or ConneXion and processed into EMS and/or ConneXion. The vendor will work with DSS during the design phase to determine the data and format of the transaction to be passed to EMS and/or ConneXion.

4.6.6   The proposed system must provide a mechanism for a completed application to be printed by the client at a local printer.

4.6.7   The proposed system must include authentication equal to an electronic signature.

4.6.8   Proposed system navigation and supporting business rules for each program must be built into the online application process. DSS will work with the vendor to develop the process flow and business rules during the design phase.

4.6.9   The proposed system must be adaptable and flexible enough to accommodate changes to the rules engine by the DSS staff. Training must be provided to DSS staff to allow authorized staff to update the rules engine.

4.6.10 The proposed system must auto-generate a receipt for the application submitted that can be locally printed/mailed/e-mailed. At a minimum the receipt must give the submission date/time, the type of document/form submitted, client identifying information and include the verification checklist (A checklist of required verifications will be dynamically built and presented to the client based on the change reported).

4.6.11 The vendor must design and develop a verification and approval screen to allow information entered into the web system to be presented to a DSS Eligibility Worker for processing to EMS and/or ConneXion. This transaction must have the capability to perform eligibility and asset verification and the transaction must comport with section 1940 of the Social Security Act, both manually and systemically. This screen must allow for the DSS worker to have update capability and be capable of passing the information to EMS and/or ConneXion for update. The vendor must also provide the capability of linking the user ID to the newly established EMS case.

4.6.12 The web system must allow clients to add or change programs without restarting the process from the beginning. This includes, but not limited to, adding additional programs to their application without re-keying information.

4.7 CHANGE REPORTING

The client must be able to report changes to their case/situation via the web system.

In the proposal, the vendor must define the approach to, experience in and methodology for meeting or exceeding the Change Reporting requirements listed below:

4.7.1   The proposed system must provide a means for clients, via the web, to report changes in their circumstances including, but not limited to, address changes, adding/removing individuals from their case, and changes in employer/income.

4.7.2   The proposed system must allow for the change reporting web screen to access EMS and/or ConneXion in real time to present available client-specific information.

4.7.3   The vendor must work with DSS to develop electronic change reporting screens. Online help and field level validations must be provided.

4.7.4   Incomplete change reporting screens must have the capability to be saved and accessed at a later time for completion.

4.7.5   The change report screen must be electronically signed/authenticated by the client as part of the submission process.

4.7.6   The proposed system must electronically time stamp the change report screen at submission. This must be a visible date/time stamp.

4.7.7   The proposed system must auto-generate a receipt for the change report screen submitted that can be locally printed/mailed/e-mailed. At a minimum the receipt must give the date/time, the type of document/form submitted and client identifying information and include the verification checklist (A checklist of required verifications will be dynamically built and presented to the client based on the change reported.).

4.7.8   The vendor must provide the capability for the submitted data to be routed to the appropriate worker or work group based on rules defined by DSS during the design phase.

4.8   ONLINE REDETERMINATIONS

The web based system must include a guided, interactive means for DSS clients to provide required information to complete a redetermination of benefits. The system must provide a list of required information. This will include interim reporting requirements for SNAP and other programs.

In the proposal, the vendor must define the approach to, experience in and methodology for meeting or exceeding the Online Redeterminations requirements listed below:

4.8.1   The proposed system must allow for the initiation of redeterminations online including the capability to access EMS and/or ConneXion in real time to present available client-specific information.

4.8.2   The proposed system must allow for viewing/printing/e-mail/online entry of program-specific redetermination forms.

4.8.3   Incomplete redeterminations must have the capability to be saved and accessed at a later time for completion.

4.8.4   The proposed system must present a message to the client when a redetermination is saved (not submitted) giving the client the timeframes as to when they must complete the redetermination and consequences of not completing the redetermination. DSS will provide this information during design.

4.8.5　The system must route the completed electronic redetermination to a queue for approval by a DSS worker. The worker validates and edits the application prior to submission to EMS and/or ConneXion. A transaction will be created upon submission which will pass the information to EMS and/or ConneXion. This transaction will be accepted by EMS and/or ConneXion and processed into EMS and/or ConneXion. This transaction must have the capability to perform eligibility and asset verification and the transaction must comport with section 1940 of the Social Security Act, both manually and systemically. The vendor will work with DSS during the design phase to determine the data and format of the transaction to be passed to EMS and/or ConneXion.

4.8.6　Redeterminations must include authentication equal to an electronic signature.

4.8.7　The proposed system must electronically time stamp the redetermination at time of submission.

4.8.8　The electronic redetermination screen must be designed to follow a specific progression which will be defined by DSS SMEs in the design phase.

4.8.9　The business rules for each program in the redetermination process will be determined in the design phase. The vendor must work with DSS in developing these business rules.

4.8.10　The proposed system must auto-generate a receipt for the redetermination submitted that can be locally printed/mailed/e-mailed. At a minimum the receipt must give the date/time, the type of document/form submitted and client identifying information and include the verification checklist (A checklist of required verifications will be dynamically built and presented to the client based on the change reported.).

4.9　CUSTOM GENERATED PAPER FORMS

The vendor must develop the capability for custom paper forms to be requested and printed by a client via the web system. These forms must print on demand for the client at a local printer of their choice or be sent to a DSS print queue for batch printing and mailing.

In the proposal, the vendor must define the approach to, experience in and methodology for meeting or exceeding the Custom Generated Forms requirements listed below:

4.9.1　The vendor must build a dynamic itemized verification checklist based on the client's input in the application/redetermination/change reporting process.

4.9.2　The proposed system must auto-generate forms specific to the information entered in the application/redetermination/change report including, but not limited to, employer/income verification and bank account verifications. The forms will be pre-filled where possible with the client's information. The information which can be prefilled will be determined during the design phase.

4.9.3　The proposed system must generate forms so they can be viewed/printed/e-mailed by the client during the online session.

4.9.4 The vendor must work with DSS to design forms/applications/documents and provide the client instructions based on program rules and DSS policy during the design phase. The forms will be designed to allow for maximum efficiency when allowing the client to complete a document on line.

4.9.5 Forms sent via e-mail must be in PDF format so they can be displayed, printed and stored by generally available software.

4.9.6 The proposed system must provide a receipt for the form/document submitted that can be viewed/printed/e-mailed. At a minimum, the receipt must give the date/time, the type of document/form submitted and client identifying information and include the verification checklist for the requested documents.

4.9.7 The vendor must work with DSS to develop validation rules for the user entry fields on each web screen to ensure consistency of entered data.

4.9.8 The proposed system must route the submitted electronic forms to a queue for approval by a DSS worker. The worker validates and edits the application prior to submission to EMS and/or ConneXion. A transaction will be created upon submission which will pass the information to EMS and/or ConneXion. This transaction must have the capability to perform eligibility and asset verification and the transaction must comport with section 1940 of the Social Security Act, both manually and systemically. This transaction will be accepted by EMS and/or ConneXion and processed into EMS and/or ConneXion. The vendor will work with DSS during the design phase to determine the data and format of the transaction to be passed to EMS and/or ConneXion.

4.9.9 The vendor must provide training, training materials and other documentation and software associated with developing or modifying web forms.

4.10 TRACKING AND REPORTS

The vendor must develop the capability for tracking client submitted information and generating reports. The tracking of the submitted information must be in an automated fashion with automatically generated reports.

In the proposal, the vendor must define the approach to, experience in and methodology for meeting or exceeding the Auto Tracking and Reports requirements listed below:

4.10.1 The proposed system must provide detailed statistical reports for DSS management including, but not limited to:

- Number of applications;

- Redeterminations;

- Changes (by type); and

- Inquiries.

4.10.2 The proposed system must provide detailed program-specific statistical reports. These reports will be defined during the design phase.

4.10.3 All reports must have sort capability by caseload, worker, office, region, or other criteria to be determined in the design phase.

4.10.4 The proposed system must allow for detailed ad hoc reporting capabilities to be determined in design phase.

4.10.5 The vendor must provide training, training materials and other documentation and software associated with developing or modifying ad hoc reports.

4.10.6 The reporting tool should have the capability to integrate data across all platforms (web, IVR and document management systems).

4.10.7 The proposed system must allow partially complete applications to be saved and accessible in future online sessions. Reports must be developed providing counts and status of all applications saved/submitted.

4.11 ONLINE AUTOMATED WORKFLOW

The proposed system must include web based functionality for electronically routing collected data and documents into the workflow process as seamlessly as possible. Workflow requirements are fully defined in Section 6 of this document.

In the proposal, the vendor must define the approach to, experience in and methodology for meeting or exceeding the online automated workflow requirements listed below:

4.11.1 The proposed system must have the capability for submitted documents to be added to the appropriate document management electronic case folders and routed to the appropriate region/office/caseload/worker.

4.11.2 The proposed workflow must operate using a rules engine. This rules engine must have the capability for modification by DSS. Describe the functionality of the proposed rules engine.

4.11.3 The proposed system must route the completed electronic application to a queue for approval by a DSS worker. The worker validates and edits the application prior to submission to EMS and/or ConneXion. A transaction will be created upon submission which will pass the information to EMS and/or ConneXion. This transaction must have the capability to perform eligibility and asset verification and the transaction must comport with section 1940 of the Social Security Act, both manually and systemically. This transaction will be accepted by EMS and/or ConneXion and processed into EMS and/or ConneXion. The vendor will work with DSS during the design phase to determine the data and format of the transaction to be passed to EMS and/or ConneXion.

4.11.4 The proposed system must track the timeframes for returning verification documents based on program rules and DSS policy to be determined during the design phase and notify the appropriate DSS worker or work group when these timeframes have lapsed.

5   TELEPHONY

This section defines the requirements for a self service IVR which will provide DSS clients with the capability to obtain information about their case and general information about the programs provided. DSS is requesting the vendor respond to these requirements with solutions which are innovative and allow for maximum use of technology. EMS and/or ConneXion information provided to the IVR will come from their respective systems.

The vendor will be required to work with the QA Vendor (First Data) during all phases of the project to include, planning, design, construction, training and implementation. Refer to Section 8.1 for details.

5.1   HARDWARE AND SOFTWARE REQUIREMENTS

In the proposal, vendors must provide a list of all hardware and software proposed for this engagement. DSS will work with the selected vendor to determine the best price for the technologies and will authorize the vendor to purchase the product or DSS will purchase the product directly through existing State of Connecticut contracts.

5.1.1   The vendor must provide a list of hardware and software which they will need to implement their products and services. This will include, but not be limited to:

- Switches;
- T1s or other digital configurations of voice-telephony carrier facilities;
- Servers;
- Telephony Cards;
- Automated outbound calling;
- Telephones; and
- Headsets.

To the extent practical and feasible, switches and servers and their components should be remotely configurable or manageable. List the specifications for each entry as well as the quantity required in the technical proposal, and then list the same product name and quantity with prices extended on the Cost Sheets provided in Attachment 3 to this RFP. The vendor must provide a configuration diagram for the proposed telephony solution using the standards provided in Attachment 13. Costs should only be displayed on the Vendor Proposal Cost Worksheets.

5.1.2   All programs required to access EMS and/or ConneXion (Inquiry or Update) will be developed and implemented by DSS Staff and/or contracted ConneXion vendor staff. The implementation vendor will not be required to develop these programs.

5.2   VIRTUAL CALL CENTER

In the proposal, the vendor must provide their methodology and experience in setting up and maintaining a virtual call center.

For the purposes of this project, a virtual call center is defined as a single system to receive calls which are then distributed to a number of DSS locations with a flexible list of assigned agents; the number of active sites and agents will be modified based on demand and agent availability using smart routing technology.

5.2.1 The proposed system must initially accommodate two (2) primary physical call centers, approved by DSS, housing the hardware and linked to form one virtual call center. The system must be able to route calls based on smart routing to a minimum of 3 Customer Service Rep sites. The system must initially support 120 Customer Service Reps and be easily expandable to 200.

5.2.2 The proposed system must initially allow for a single toll-free number with scalability for additional numbers.

5.2.3 The proposed system must have the flexibility to route calls to the next available Customer Service Rep regardless of their location. The IVR will present questions which allow the system to identify client specific needs and forward the call to the appropriate Customer Service Rep.

5.2.4 The vendor must work with DSS to allow the flexibility to dynamically reassign lines where needed.

5.2.5 The vendor must work with DSS to determine smart call routing logic priorities.

5.2.6 The vendor must ensure the system handles calls consistently with equitable workload balancing.

5.2.7 The vendor must supply a testing process which will allow DSS to fully test incoming calls, scripting and associated changes. This environment will be available for testing prior to and after the system is implemented.

5.2.8 The vendor must provide the capability for a screen pop to the Customer Service Rep containing pertinent info about the call being transferred. The info will include, but not limited to, client identification and reason for calling.

5.2.9 The call center Customer Service Reps must have access to the same web system utilized by clients to allow them to assist the client with questions.

5.3 INTERACTIVE VOICE RESPONSE TO GENERIC AND CASE SPECIFIC QUESTIONS

In the proposal, the vendor must define the approach to, experience in and methodology for meeting or exceeding the Interactive Voice Response to Generic and Case Specific requirements listed below:

5.3.1 The proposed system must provide clients (after appropriate security validation) access to their information including, but not limited to:

- Case status by programs;

- Case status by individual;

- Redetermination date and status by program;

- Current benefit amounts;

- Document/workflow status;

- EBT link to the EBT vendor;

- Request medical CONNECT cards; and

- Case Worker info (names, phone, hours, location).

5.3.2   The proposed system must provide general information (without authentication) including, but not limited to:

- Generic program info; and

- General office information (location, phone, hours).

5.3.3   The proposed system must meet federal (HIPAA and Social Security) security requirements as well as DoIT and DSS security requirements.

5.3.4   The vendor must provide a set of design and development tools for the creation and integration of voice systems. The vendor must provide training and materials to DSS for these tools.

5.3.5   The vendor must provide the capability for DSS to create and install emergency and informational messages.

5.3.6   The vendor must provide the capability for out-bound calling.

5.4 ANSWERS TO FAQS

In the proposal, the vendor must define the approach to, experience in and methodology for meeting or exceeding the answers to FAQs requirements listed below:

5.4.1   The proposed system must allow clients to access pre-recorded information based on FAQs to be determined in the design phase.

5.4.2   The proposed system must provide clients with options including, but not limited to:

- Replay topic;

- Select another topic;

- Return to sub-menu;

- Return to main menu; and

- Speak to a Customer Service Rep.

5.4.3   IVR must include both English and Spanish languages. All Spanish translations will be provided to the vendor by DSS. The vendor will be responsible for providing the professional recordings.

5.4.4   The vendor must work with DSS to develop all FAQs as well as any pre-recorded program information.

5.5 REQUEST APPLICATIONS/REDETERMINATIONS/CHANGES/FORMS

In the proposal, the vendor must define the approach to, experience in and methodology for meeting or exceeding the Request Applications/Redeterminations/Changes/Forms requirements listed below:

5.5.1   System generated forms will be mailed/e-mailed to the client at the completion of the call.

5.5.2   The vendor must work with DSS to develop the functionality and scripts based on DSS policy during the design work sessions.

5.6 TRACKING AND REPORTING

In the proposal, the vendor must provide their methodology and experience in automated tracking of IVR usage and a reporting component for both auto-generated and ad hoc reporting.

5.6.1   The proposed system must provide detailed statistical reports for DSS management including, but not limited to:

- Number of calls;

- Changes reported (by type); and

- Inquiries.

5.6.2   All reports must be sortable by caseload, worker, office, region, or other criteria to be determined in the design phase.

5.6.3   The proposed system must allow for detailed ad hoc reporting capabilities to be determined in the design phase.

5.6.4   The proposed system must provide capability for recording calls; automatically, random sample and on demand.

5.6.5   The proposed system must provide capability for conferencing calls with supervisors and other 3rd parties as needed.

5.6.6   The proposed system must provide capability for supervisory staff to "listen in" on active calls.

5.7 TECHNICAL AND USER DOCUMENTATION

In the proposal, the vendor must define the approach to, experience in and methodology for meeting or exceeding the technical and user documentation requirements listed below:

5.7.1   The vendor must provide an IVR specifications document that includes an overview, voice scripts, network diagram and flow charts.

5.7.2   The vendor must provide an Administrator's Guide in soft copy that will include:

- Reset procedures;

- Generating reports (automatic and ad hoc);

- Customer support procedures; and

- Voice, database and temp files locations and parameters.

5.7.3 The vendor must provide administrative software for monitoring multiple sites for IVR in environments along with the appropriate training and training materials.

6 DOCUMENT MANAGEMENT AND WORKFLOW

The Document Management and Workflow section defines the requirements for an Imaging system that will allow for multiple entry points for documents, provide a scanning operation that will take DSS documents from mail room to imaging to workflow. DSS intends that the Document Management system will, over time, allow for the case management process to be paperless. This will allow DSS to improve the portability of their cases and access information about their caseload electronically. A workflow capability will track documents and allow for a timely resolution increasing efficiency. DSS is requesting that the vendor respond to these requirements with solutions which are innovative and allow for maximum use of technology.

The vendor will be required to work with the QA Vendor (First Data) during all phases of the project to include, planning, design, construction, training and implementation. Refer to Section 8.1 for details.

6.1 HARDWARE AND SOFTWARE REQUIREMENTS

In the proposal, the vendors must provide a list of all hardware and software proposed for this engagement. DSS will work with the selected vendor to determine the best price for the technologies and will authorize the vendor to purchase the product or DSS will purchase the product directly through existing State of Connecticut contracts.

6.1.1 Vendors must provide a list of hardware and software which they will need to implement their products and services. This will include, but not be limited to:

- Mail Opening Equipment;

- High Speed Scanners;

- Medium Duty Scanners (for offices);

- Workstations;

- Servers;

- Document Storage Hardware;

- Licenses; and

- OCR/ICR Software.

To the extent practical and feasible, switches and servers and their components should be remotely configurable or manageable. List the specifications for each entry as well as the quantity required in the technical proposal, and then list the same product name and quantity with prices extended on the cost sheets provided in Attachment 3 to this RFP. Costs should only be displayed on the Vendor Proposal Cost Worksheets.

DSS will work with the selected vendor to determine the best price for the technologies and will authorize the vendor to purchase the product, or DSS will purchase the product directly through existing State of Connecticut contracts. This decision will be reflected in the contract and purchase order to the vendor.

6.1.2   In the proposal, the vendor must provide pricing for day-to-day management of the high speed imaging operation. This will include staffing and ancillary services including, but not limited to, opening mail, scanning, research unidentified documents and indexing documents. DSS will review options with the selected vendor and determine the best option for DSS for management and staffing of the mail/imaging operation. Location proposed by the vendor must be in Connecticut and is subject to DSS inspection and approval. This decision will be reflected in the contract and purchase order to the vendor. Please note that all of this information must be in the Financial Proposal; Costs should only be displayed on the Vendor Proposal Cost Worksheets.

6.1.3   All programs required to access EMS and/or ConneXion (Inquiry or Update) will be developed and implemented by DSS Staff. The vendor will not be required to develop these programs.

6.2   ELECTRONIC CASE FOLDERS

The document management/workflow solution will establish and manage electronic case folders.

In the proposal, the vendor must define the approach to, experience in and methodology for meeting or exceeding the electronic case folder requirements listed below:

6.2.1   The vendor must provide the capability to create an electronic case folder. Explain how this will be accomplished.

6.2.2   The vendor must provide the capability for documents to be stored in an electronic case folder and retrieved immediately to support DSS needs.

6.2.3   The vendor must provide the capability to accept faxed documents and have the capability for the documents to be automatically and/or manually linked to appropriate electronic case files.

6.2.4   The vendor must provide the capability to allow an authorized caseworker to transfer all electronic documents related to a specific individual assigned to a case folder to another case folder as a single transaction, or with a minimum of effort by case workers. For example, if a child is moved from one case to another, all documents related to that child should now appear in the new case folder. A record of this transaction should be maintained in the original case folder. Demonstrate how this would be accomplished in the proposed system.

6.3   DOCUMENT IMAGING

The proposed system must support the scanning and indexing of all documents related to a case into the document library.

The vendor must appropriately size scanners and other required hardware to meet the standards in this section. This includes the appropriate storage media/hardware to accomplish these requirements.

6.3.1   Electronic documents, scanned images and faxed documents must be linked (scanned and indexed) to the appropriate electronic case file for storage and retrieval.

6.3.2   It is preferred that the system take advantage of OCR/ICR technology to automate the indexing of scanned documents and extract data from forms and integrate with EMS.

6.3.3   DSS currently has two (2) applications which are scanning documents. All documents residing in the current imaging applications must be imported into the new imaging application. The volume for ConneXion is 96,000 images per month starting July, 2009 and the Verification Document System is 50,000 total.

6.3.4   The proposed system must accept faxed documents electronically and index to the appropriate electronic case folder and create an associated workflow entry.

6.3.5   The proposed system must provide tracking information as to when documents were scanned, where they were scanned and by whom.

6.3.6   It is preferred that the proposed system be able to receive documents directly from the Outlook/Exchange e-mail system through a designated DSS contact.

6.3.7   The proposed system must provide the capability to store unidentified documents in a suspense folder and allow these docs, when identified, to be indexed to the appropriate electronic case file.

6.3.8   The proposed system must have the capability for e-mail-out and fax-out.

6.3.9   The proposed system must have the capability to recognize and index the incoming individual documents by document type for inclusion in the electronic case folder and associate the documents to the appropriate ID(s).

6.3.10 The proposed system must have the capability for multiple indices on the documents to allow access to information. Example, the ability to access information in an electronic case, folder directly by EMS ID or to access information by the individual member ID associated with the electronic case folder.

6.4   DOCUMENT LIBRARY

The vendor must create a centralized document library repository with an indexing schema that facilitates search and retrieval of documents for electronic case folders.

In the proposal, the vendor must define the approach to, experience in and methodology for meeting or exceeding the document library requirements listed below:

6.4.1   The vendor must establish and configure a document library at a DSS designated site on hardware which can store all active electronic case files plus closed case files. The closed case files must be stored for a minimum of 5 years after closing. The document library must provide adequate retrieval time and the appropriate backup and recovery mechanism.

6.4.2   The vendor must provide the capability to allow for purging of documents by document type by multiple criteria (i.e., document types, case ID, date range). This will allow for the permanent documents (birth certificates, SSNs, etc.) to be kept and any supporting documents will be purged.

6.4.3   The vendor must develop a single agency-wide indexing schema for document management. The vendor will work with DSS to define a schema to index different types of documents stored/retrieved in the doc management system. Provide examples of schemas that have worked in the past in similar applications.

6.4.4   The vendor must provide the image and index data when an image is retrieved.

6.4.5   The system must have the capability to accept electronic documents in non-imaged formats (i.e., Word, Visio, etc). Explain how this would be done.

6.5   DOCUMENT SEARCH AND RETRIEVAL

The document system must support the needs of DSS for search and retrieval of various document types.

In the proposal, the vendor must define the approach to, experience in and methodology for meeting or exceeding the Document Search and Retrieval requirements listed below:

6.5.1   The vendor must configure the library to support document search and retrieval.

6.5.2   The vendor must provide the capability for electronic case folders to be accessible to authorized DSS staff from any DSS work station.

6.5.3   The vendor must provide authorized user access configurable at the document, page, index, back-end DBMS and query levels.

6.5.4   The vendor must provide the capability to search by any combination of indexed fields.

6.6   WORKFLOW FOR DOCUMENT MANAGEMENT

The vendor will implement a workflow system in conjunction with the Document Management solution to perform at least the following functions: tracking documents, routing documents (including verification and subsequent approval), and action items for case management.

In the proposal, the vendor must define the approach to, experience in and methodology for meeting or exceeding the Workflow requirements listed below:

6.6.1   The vendor must work with DSS to determine the most efficient process flows and integration with the web system to take advantage of document management and workflow functionality. Explain the approach.

6.6.2   The proposed system must create an electronic tag notating, at a minimum, the date, time and type of document submitted. For example, application submitted date/time. Explain how the workflow entry will be created and tracked.

6.6.3   The vendor must provide the capability to route, track, assign and reassign work to/from any DSS worker/workgroup.

6.6.4   The proposed system must allow authorized DSS staff to reassign work and monitor the queues.

6.6.5   The vendor must provide the capability to recognize types of documents and determine where/whom it should be assigned (specific role by program, case number, functional tasks, etc.).

6.6.6   The vendor must provide the capability for multiple staff to access the same case information online at the same time. Only one worker at a time will have update capability. The rest will be notified the document is read-only.

6.6.7   The vendor must work with DSS to enable the system to automatically determine a path for the workflow or work queue based on predefined business process rules. Describe how this will occur.

6.6.8   The vendor must provide the ability to automatically prioritize work queues based on the rules engine.

6.6.9   Postal returned mail must trigger a process for follow up and corrective action relating to the reason for the return if needed. Explain how this will occur.

6.6.10 The vendor must provide the capability for an authorized user to assign more than one task at a time or prevent task assignments to specific work queues. This will require role-based security for control purposes. Explain how this will be accomplished.

6.6.11 The vendor must provide the capability to annotate a document without allowing editing of the document. The annotations must be viewable by other individuals.

6.6.12 The workflow system must provide different levels of authentication for approval for any step in the process (ex. digital signature). The workflow system must provide escalation process capability for document approval and review (ex. worker completes the document and forwards to the supervisor for final approval).

6.6.13 The vendor must provide the capability to track documents sent by clients using their temporary ID and convert the information to a permanent ID when the information becomes available. The application must have the ability to track by either ID Explain.

6.6.14 The proposed system must have the ability to route documents to multiple workflow queues based on document type and worker capability.

6.6.15 The proposed system must have the capability to bypass workflow under certain conditions when authorized by appropriate staff. Conditions to be defined in design phase.

6.6.16 The vendor must provide the capability for the worker to create their own workflow entries.

6.6.17 All pending documents associated with a case within the workflow must be grouped together to allow the worker to view all documents affecting the case,

6.7 MANAGEMENT REPORTING

In the proposal, the vendor must define the approach to, experience in and methodology for meeting or exceeding the management reporting requirements listed below:

6.7.1 The vendor must provide reports that show who scanned or retrieved documents. Formats for the reports will be determined during design.

6.7.2 The vendor must provide the capability to generate workflow reports. These reports need to be generated as detailed and summary reports.

6.7.3 The proposed system must have the capability for ad hoc reporting.

6.7.4 The vendor must provide training, training materials and other documentation and software associated with developing or modifying ad hoc reports.

6.7.5 The reporting tool should have the capability to integrate data across all platforms (web, IVR and document management systems).

7   OPERATIONAL REQUIREMENTS

This section defines the overall requirements for the proposed systems. This section includes operational controls for system accuracy, audit functions, system availability and capacity, disaster recovery and business continuity, documentation, training and testing. In the proposal, the vendor must provide their methodology for accomplishing these tasks as well as a sample of the key work products.

The vendor will be required to work with the QA Vendor (First Data) during all phases of the project to include, planning, design, construction, training and implementation. Refer to Section 8.1 for details.

7.1   SYSTEM ACCURACY

Capturing and maintaining valid data is critical to this project and DSS operations. In the proposal the vendor must describe their approach to data verification and validation, controls to prevent data corruption, ensure data synchronization and control of data access. The vendor must also describe plans for data recovery and data integration with the current Legacy systems.

7.1.1   The vendor must provide a plan detailing how the system will interact and coordinate with other internal (i.e., EMS) and external systems (i.e., ConneXion).

7.1.2   The vendor must provide a plan to coordinate and synchronize data with EMS and other systems as appropriate.

7.2 LOGGING AND AUDIT TRAIL FUNCTIONS

In the proposal, the vendor must describe their approach to transaction tracking and performing audits. Describe what is captured or available in logs and what would be monitored for potential problems, inconsistencies, etc. Specifically, describe the approach to accomplishing the following requirements.

7.2.1   The vendor must develop and implement a method for tracking and reporting periodic assessments and reviews of the system along with system usage.

7.2.2   The vendor must provide a method for logging and reporting web activity that will include date and time-stamping features to identify and track information entered by users.

7.2.3   The vendor must provide audit capabilities for information entered by internal and external users.

7.2.4   The proposed system must track end-user usage for the web and IVR systems and provide appropriate usage reports to be determined during design.

7.2.5   The proposed system must provide the capability for system capacity monitoring including, but not limited to, server volume/capacity, and network volume/capacity.

7.3 SYSTEM AVAILABILITY

System availability is critical to DSS operations. In the proposal, the vendor must provide their plan for meeting the system availability requirements listed in this section.

7.3.1   The web and automated voice response systems must be operational ("up time") 24/7 other than pre-scheduled maintenance and enhancement periods for external users.

7.3.2   The proposed system must be operational ("up time") eighteen (18) hours per day, seven (7) days a week from 6:00 a.m. to 12:00 a.m., Eastern Time, for internal DSS users.

7.4 SYSTEM CAPACITY

DSS is seeking a highly scalable platform to support web-based and IVR/Call Center services. In the proposal, the vendor must provide their plan for meeting requirements listed in this section for both initial capacity and future scalability.

7.4.1   The proposed system must provide the capability for a minimum of 2,000 concurrent web user transaction requests with the ability to expand to a peak of 5,000.

7.4.2   The proposed system must provide the capability for a minimum for 360 concurrent IVR users based on an estimated Customer Service Rep count of 120.

7.4.3   Vendor must provide a test plan for stress testing for DSS approval prior to User Acceptance Testing.

7.4.4   The vendor must describe how data volume / data retention capacities and scalability will be determined, tested and incorporated into the system.

7.4.5   The vendor must perform IVR capacity testing. Test plans and results will be reviewed with the QA vendor and reported to DSS for approval.

7.4.6   The vendor must perform web services capacity testing. Test plans and results will be reviewed with the QA vendor and reported to DSS for approval.

7.4.7   The vendor must perform Document management capacity testing. Test plans and results will be reviewed with the QA vendor and reported to DSS for approval.

7.5   PERFORMANCE

DSS service demands are not static, but will peak for any number of reasons. Performance metrics must be based on the capability to maintain accuracy and performance levels during high demand. The response times listed below are based on transaction response time not counting network latency. In the proposal, the vendor must provide their plan for meeting the system performance requirements.

7.5.1   The vendor must provide a plan for determining and verifying performance metrics for scanner use.

7.5.2   The proposed system must provide a maximum of a one (1) second field-to-field response time (web).

7.5.3   The proposed system must provide a maximum of a three (3) second screen-to-screen response time (web).

7.5.4   The proposed system must provide a maximum of a five (5) second response time for case folder and document retrieval.

7.6 DISASTER RECOVERY AND BUSINESS CONTINUITY

This section refers to any major disruption to regular DSS business. It includes, but not limited to, a natural disaster, significant system interruption, hardware failure or other types of disruption events. In the proposal, the vendor must define the plan for meeting or exceeding the disaster recovery and business continuity requirements listed below:

7.6.1   The vendor must include a plan for data recovery in the event of a disaster, system interruption, hardware failure and any other type of disruption to regular DSS business. The plan must include the ability to restore the system and its data from the web/IVR repository and document library.

7.6.2   The vendor must work with DSS internal resources to update the existing Disaster Recovery and Business Continuity Plans to include the new systems. The plan must include the following:

   • Actions to be taken before, during and after a disaster;

   • Ability to restore data from web/IVR repository and document library;

   • A description of data recovery;

   • A description of a process for system component failure;

   • A description of measures to be in place in the event of an extended interruption; and

   • A description of the requirements and processes to ensure the availability of critical resources and facilities to allow Business Continuity in a disaster situation.

7.6.3   The vendor must ensure the Disaster Recovery and Business Continuity Plans are kept current for the term of the contract.

7.6.4   The vendor must provide and maintain a Contingency Plan for system partial failure modes, errors and recovery handling. Specifics to be determined in the design phase.

7.6.5   The vendor must perform a test of their proposed Disaster Recovery Plan in concert with DSS.

7.6.6   The vendor must restore the system in the event of a disaster within 48 hours.

7.7 USER, TECHNICAL AND ADMINISTRATIVE DOCUMENTATION

It is the intent of DSS to support the new systems internally and to provide user training through internal resources, the DSS Division of Organizational and Skill Development (OSD). In this proposal the vendor should include a schedule for providing this information. In addition, vendors must explain the process that will be used to create, provide and modify documentation during the term of the contract. Describe how the following documentation and training requirements will be met.

7.7.1 The vendor must be responsible for developing and maintaining system documentation, training materials and other documentation throughout the life of the project.

7.7.2 The vendor must provide and maintain documentation associated with the implemented web/IVR/Document Management systems in electronic format. Documentation must be presented in a manner consistent with industry standards and is subject to approval by DSS.

7.7.3 The vendor must revise and update documentation after each upgrade or modification to the system.

7.7.4 The vendor must provide and maintain technical manuals that provide the necessary level of detail for transfer of support functions to internal DSS resources.

7.7.5 User manuals, quick reference guides, and other documentation for the new system(s) must be written in a simple straightforward style that is suitable for a non-technical user, and for specific groups, i.e., eligibility workers, clerical, etc, and address functionality common to the end user group.

7.7.6 The proposed system must include online screen level and field level help screens that are context-sensitive and searchable.

7.7.7 The vendor must provide "quick reference" charts and/or guides for DSS internal end users.

7.7.8 The vendor must provide the technical documentation showing all inputs, outputs and programs in the system in a logical sequence. These should be provided in hard and soft copy.

7.7.9 The vendor must provide design documentation including dataflow diagrams, user/computer interaction and process flows at the transaction level.

7.7.10 The vendor must provide and maintain a data dictionary for the Web/IVR system including, but not limited to, naming conventions, data elements, and relationships among entities.

7.7.11 The vendor must provide documentation of operating procedures for the proposed systems, including, but not limited to, backup and recovery (Run Book).

7.7.12 The vendor must provide and maintain documentation of proposed system and security procedures.

7.7.13 The vendor must document software installation requirements, including, but not limited to, memory, disk, software requirements, version updates and others.

7.7.14 The vendor must define any specific software tools to be used and if/how they will be transitioned to internal DSS support. The vendor must identify if any of these tools are proprietary or require a license.

7.7.15 The vendor must provide and maintain complete system documentation in the form of a Detailed System Design (DSD) during the support phase.

7.8 TRAINING

Training includes both system support and initial user (Train-the-Trainer) support. In the proposal, the vendor must describe their plan for providing multiple levels of training to DSS staff (technical and business staff) as well as the tools, documentation and ongoing support that will be available.

The Vendor must provide detailed information for the training they will provide to meet the requirements described below. This will include a list of the training courses, recommended trainees, the schedule for the training and sample training materials.

7.8.1 The vendor must provide operational system knowledge transfer, training and support to be approved and monitored by DSS Office of Organizational and Skill Development (OSD).

7.8.2 Training materials must be provided and maintained in electronic format using Adobe PDF and/or Microsoft Office 2003. List the training materials you will be providing.

7.8.3 The vendor must setup and maintain parallel systems in a training environment that is separate from testing, to assist DSS internal users in gaining proficiency with the proposed systems.

7.8.4 The vendor must provide ongoing knowledge transfer / Technical Training necessary to support the new systems to the DSS ITS team. This includes mentoring of DSS ITS staff during the life cycle of the system.

7.8.5 The vendor must provide training and support to appropriate DSS technical and business staff for all technologies proposed (.Net, Java, Telephony and Document Management, etc.). Please describe the approach for this training.

7.8.6 The vendor must provide technical training and training materials for DSS telephony administrators and technical support staff.

7.8.7 The vendor must provide a testing/training environment which will be available prior to and after implementation.

7.8.8 The vendor must provide Training-For-Trainers and training materials for all three technologies and applications.

7.9 TESTING

Vendors must utilize the state's VPN security to access the proposed system at DSS in testing and at DoIT in staging. Construction is acceptable on Vendor server's offsite. DoIT manages the transition from staging to production and DoIT provides all hardware required

For the proposal, the vendor must detail their approach to Testing, including: functional testing, integration testing, system testing, performance testing, issue tracking and regression testing. The vendor must also describe their plan for supporting the DSS User Acceptance Testing (UAT) and the QA vendor's IV&V testing. Describe how the testing requirements below will be met.

7.9.1 Vendor must provide a detailed Test Plan that includes all levels of testing to be reviewed with the QA vendor and approved by DSS.

7.9.2 At a minimum, the vendor must perform the following levels of testing to be monitored by the QA vendor and provide documented test results to DSS for review and approval:

- Functional testing;

- Capacity, load and stress testing;

- Integration testing;

- Performance testing;

- System testing;

- Regression testing; and

- Migration testing.

7.9.3 Vendor must provide a testing environment and support for DSS UAT and QA vendor IV&V testing. DSS is responsible for providing the resources and plan for conducting UAT.

7.9.4 The vendor must track and manage all identified issues through resolution using an appropriate methodology and / or tool that allows for QA and DSS monitoring.

7.9.5 The vendor must track and manage changes during construction and testing using a DSS approved defect / change tracking and resolution process.

7.10 TECHNICAL SUPPORT

In the proposal, the vendor will provide details and options for service level agreements (SLA) including, but not limited to, response time, issue escalation protocol and documented resolution. In the proposal, the vendor must also describe the user and product support services that will be provided to DSS during the project and post-project including but not limited to the following.

7.10.1 The vendor must provide a plan for providing technical support to internal and external users describing support options, availability, response time, escalation levels and resolution protocol.

7.10.2 Vendor must provide a minimum of one hundred eighty (180) day post implementation onsite support with options for extending this period at additional costs.

7.10.3 Technical Support services for the DSS ITS Office must be available 24 x 7 x 365 via a toll free number.

7.10.4 Competent contractor staff with excellent communication skills, must be available to assist DSS ITS callers. Technical Support requests may also be made by e-mail to a single point of contact within the contractor's organization.

8 PROJECT MANAGEMENT

This activity is ongoing for the duration of the contract. The primary objective of project management is to plan, manage and control the timely completion of all tasks and deliverables. The overall project management is the responsibility of the DSS Project Management team supported by the QA consultants. In addition, the project must adhere to the DoIT SDM standards and guidelines (current SDM is provided in Appendix 14). Deviations from the SDM will be evaluated for acceptance by DSS based on the value provided. The vendor is responsible for managing all aspects of the system design, construction and implementation tasks as defined in the detailed project plan as well as all resources provided by the vendor. In the proposal, the vendor must demonstrate how their project management processes and procedures will be incorporated into the SDM described in Appendix 14.

Proposals must include the following:

- Project Management Plan – describes the vendor's approach to project planning and control tasks including but not limited to, quality, communication, change management, risk management, issue tracking and resolution, documentation, budget and schedule;

- Sample deliverable specification documentation that describes objectives, approach, scope, content, supporting technology and risks associated with project deliverables;

- Proposed Work Breakdown Structure (WBS) – describing all planned deliverables, tasks and activities;

- Proposed Project Plan using MS Project;

- Proposed Resource Plan identifying LOE, roles and responsibilities of both vendor and expected DSS resources, this should be based on guidelines of JAD sessions running 5 hours a day, 5 days a week as well as any other tasks proposed by the vendor requiring state resources;

- Proposed hardware and software change control process and plan designed to track any changes in the proposed system including defect tracking, version control and configuration changes. This should include reporting and escalation processes;

- Proposed Architecture / Technology Plan including system integration plan; and

- Proposed Knowledge Transfer / Training Plan.

All of the above are subject to review and approval by the state.

8.1 QUALITY ASSURANCE CONTRACTOR

DSS has contracted with First Data Corporation (FDC) to provide project quality assurance and control (QA/QC) and perform independent verification and validation

(IV&V). The vendor will be required to work with the First Data QA team towards the common goal of meeting the critical success factors of the project and the expectations of DSS. First Data is responsible for clearly defining the QA/QC processes and requirements and working proactively with the vendor to provide timely assessments and recommendations to DSS.

First Data's IV&V/QA responsibilities for the CT DSS MCSD Project include, but are not limited to:

- Provide independent oversight and verification of services delivered by the vendor selected through the RFP process;

- Provide advice and support to the CT DSS team;

- Develop procedures for monitoring project scope, schedule, expenditures, technical compliance, risks, and issues;

- Review and evaluate all planning documentation including test plans, training plans, implementation plans, architecture design and resource plans.

- Review and evaluate the technical systems design documents;

- Review all appropriate project deliverables and work products;

- Independent review of Project Change Management;

- Review and evaluate change control processes;

- Perform IV&V testing; and

- Participate in project meetings and provide QA status reports.

8.2 VENDOR PROJECT MANAGEMENT REQUIREMENTS

The vendor team must designate a single Prime Contractor responsible for all project activities of other vendors and subcontractors including, but not limited to, the installation of hardware and software relative to the Modernization Project and other vendors currently under contract to CT DSS as directed by DSS to support the project.

The DSS Project Manager, Prime Contractor's Project Manager (Vendor PM) and the QA Project Manager (First Data PM) will meet bi-weekly to discuss project status. Meetings must follow a preset agenda developed jointly by the vendor and First Data with the approval of DSS.

The Vendor PM must submit bi-weekly status reports and monthly Steering Committee status reports to the DSS Modernization Project Manager. The format and level of detail for the status reports will be subject to state approval. This must include, at a minimum, the following:

- Prepare and submit bi-weekly status reports;

- Prepare and submit Monthly Status Report to the Steering Committee;

- Completion of SDM documents or state approved alternatives;

- Develop and maintain project management plan (PMP) and schedule, with complete resource loading. Update schedule weekly. Update PMP monthly and at end of phases;

- A list of tasks and their associated deliverables completed and awaiting approvals at the end of the reporting period (since the last meeting), with completion dates identified;

- A list of tasks started or in progress but not completed during the reporting period (since the last meeting) with target completion dates;

- Identification of tasks (in progress and/or completed) ahead of scheduled;

- A list of tasks behind schedule, or scheduled to have started, but were not started, together with reasons for delays and estimated completion dates;

- Problems encountered in the current or prior reporting periods and proposed solutions;

- Problems resolved since the last meeting and the methods of resolution;

- A list of any questions, potential new risks and/or issues that must be resolved;

- Identification and justification of any adjustments in the schedule (time), resources (staff), scope of work, and costs;

- Schedule for the next reporting period's activities including deliverables and dates;

- Risk status for new or previously identified risks to any aspect of the project; and

- Status of hardware/software/infrastructure planning, purchasing, installation and testing activities.

- Propose changes to project management plan and schedule;

- Initiate and develop a plan to monitor corrective actions when necessary;

- Monitor and report progress to MS Project plan on the key elements (start, finish, late, etc.);

- Monitor and report on tasks starting and ending timely;

- Monitor and report on milestones being met on schedule;

- Adhere to DSS's risk management processes developed during the Project Initiation Phase;

- Adhere to DSS's issues management processes developed during the Project Initiation Phase;

- Adhere to DSS's scope change control processes developed during the Project Initiation Phase;

- Participate in Steering Committee meetings;

- Participate in the Change Control Board meetings;

- Record and distribute the minutes of all meetings timely; and

- Participate in DSS's ongoing change management activities developed during the Project Initiation Phase.

8.3 VENDOR DELIVERABLES FOR PROJECT MANAGEMENT

The Vendor Project Manager must submit the following Project Management Deliverables, all other deliverables are defined in the requirements sections.

- Prepare and submit Bi-Weekly Status Reports;

- Prepare and submit Monthly Status Report to the Steering Committee;

- Provide updates to the PMP; and

- Prepare and submit minutes for all meetings.

9 VENDOR PROJECT STAFFING

DSS believes a well qualified and experienced team is key to the success of this project. In the proposal, the vendor must demonstrate not only the competency level of their proposed staff but also how they will organize, allocate and manage these resources across the three distinct project components.   The vendor must also describe how the vendor staff will interact with the DSS/First Data staff and provide assumptions of the level of effort that will be needed from DSS resources to meet the proposed project schedule. The proposal must include, at a minimum, the following staffing plan documentation.

9.1 VENDOR PROJECT STAFFING PLAN

- A functional organization chart detailing how the staffing for the proposed project team fits within the entire structure of the organization;

- Describe the roles and responsibilities of the vendor team, including sub-contractor roles, and how the proposed organizational structure will manage the project;

- Provide a high-level Resource Staffing Plan that maps the vendor resources to the proposed project tasks and project schedule;

- Provide the key staff percentages of time dedicated to this project and justify how staffing resources will successfully meet RFP requirements in light of other obligations; and .

- Provide resumes for the positions identified as "key personnel" with a minimum of three (3) references and contact information for each.

9.2 VENDOR STAFFING OBLIGATIONS

The vendor must permanently assign all staff identified as "key personnel" to the MCSD Project in accordance with Section 30 of the Information Systems Processing Agreement regarding Key Personnel, until the tasks proposed have been completed and approved by the Department, unless:

- An individual terminates his employment with the contractor, or

- An individual becomes physically or mentally unable to carry out the duties assigned by the contractor, or

- The DSS Project Administrator requests that an individual be removed from the project, or

- The vendor wishes to propose a more qualified individual who will better serve the needs of the Department, and the contractor can demonstrate that the transition will be managed to the benefit of the Department.

The Prime Vendor must receive the written approval in advance from the Department for changes in key personnel prior to such changes being made. The Prime Vendor

must submit to the Department for its approval, the name and credentials of any persons who are proposed to replace existing or previously proposed project management staff, or other key personnel identified by the state. These changes must not negatively impact the Department or adversely affect the ability of the Prime Vendor to meet any requirement or deliverable set forth in this RFP, the proposer's response, and/or the resultant contract.

The Project Manager must be responsible for the implementation and management of the project, for monitoring and ensuring the performance of duties and obligations under the contract, and the day-to-day oversight of the project. The Project Manager's schedule must assure that the Project Manager is present for project progress meetings, as well as other critical meetings. The Project Manager will be the resultant contractor's representative for providing status updates and ad-hoc and interim reports. Identify a Project Manager and explain the Project Manager's contract-related experience, percentages of time and total elapsed time dedicated to those previous contracts, and the proposed time for the contract contemplated by this RFP.

9.3 KEY PERSONNEL

DSS has identified the following "key personnel" roles for the project. The vendor can revise this list with an explanation of their assumptions for key personnel; however, the proposal must identify the specific roles that will assure DSS of the appropriate level of staffing. The relationship of Key Personnel to the Prime vendor must be defined (employee, Independent Contractor, sub-contractor, etc). DSS requires, at a minimum, that the Project Manager be located on site for 80% of their time, and the 3 Technical Leads be on site 50% of their time. Exceptions to these percentages may be made by the DSS Project Manager.

Key Personnel defined in this proposal include:

- Project Manager;
- Senior Architect or System Integration Manager
- Web Technical Lead;
- IVR Technical Lead;
- Document Management & Workflow Technical Lead;
- Business Lead or Senior Subject Matter Expert
- Test Manager; and
- IMS / COBOL Resource.

9.4 QUALIFICATIONS FOR PROJECT MANAGER

The proposed Project Manager must meet the following qualifications at a minimum:

- Five (5) years of project management experience equivalent to the size and complexity of the DSS Modernization project ;

- Project Management experience with the integration of technologies defined for this project;

- Project Management Professional (PMP) certified or equivalent; and

- Demonstrated leadership ability, communication and overall management skills commensurate with the type and scope of this project.

9.5 QUALIFICATIONS FOR WEB TECHNICAL LEAD, IVR TECHNICAL LEAD, DOCUMENT AND WORKFLOW TECHNICAL LEAD

The proposed Technical Leads must have a minimum of:

- Five (5) years of successful project implementation experience of proposed technologies and integration of technologies for this project.

- Demonstrated experience with previous projects of this size and complexity;

- Two (2) years in a Technical Lead role; and

- Demonstrated ability and level of expertise in the specific technology proposed to lead the technical team and provide mentoring and training to the DSS resources.

9.6 QUALIFICATIONS FOR TEST MANAGER

The proposed Test Manager must have a minimum of:

- Project experience with development and implementation of test plans; and

- Demonstrated ability in the management of test teams.

9.7 QUALIFICATIONS FOR SENIOR ARCHITECT / INTEGRATION MANAGER

The proposed Senior Architect/Integration Manager must have a minimum of:

- 5 years experience as a system architect or in a system integration lead role

- Project experience with integration of technologies which are proposed for this project

- Experience designing and implementing systems on previous projects of this size and complexity; and

- Demonstrated ability in the technologies.

9.8 QUALIFICATIONS FOR IMS AND COBOL RESOURCE

The proposed IMS and COBOL Resource must have a minimum of:

- Five (5) years of programming experience with IMS and COBOL;

- Familiarity with IBM Mainframe technologies; and

- Demonstrated ability in the technology.

To submit a responsive proposal, **THE PROPOSER MUST** include proposed job descriptions and resumes for personnel proposed for the key positions. Resumes of personnel are strictly limited to two (2) pages per resume. The resumes of key personnel proposed must include a minimum of three (3) references with current contact information for each.

Attachment 7 - Contract Compliance Regulations and Notification to Bidder

Section 4a-60g through 4a-60j of the Connecticut General Statutes sets forth the State's Small Business Set-Aside program and the percentage of applicable purchases that must be set-aside for certified small businesses. Section 4a-60g(b) requires that <u>twenty-five (25%)</u> of the average total value of all contracts let for each of the previous three fiscal years must be set aside.

The Department of Information Technology and the Department of Social Services are requesting that vendors responding to this RFP set aside a portion for a small, minority or women's business enterprise as a supplier of goods, a supplier of services and/or as a subcontractor. Prospective Vendors may obtain a list of firms certified to participate in the Set-Aside program by contacting the Department of Administrative Services (DAS), 165 Capitol Avenue, Hartford, Connecticut 06106, Room G8A, Office of Supplier Diversity, Telephone (860)-713-5236.

The DAS web site may be accessed at: http://www.biznet.ct.gov/SupplierDiversity/SDSearch.aspx.

Bidders may fulfill this obligation through a subcontract for any services related to this contract by utilizing small, minority or women-owned businesses as suppliers of goods or services.

> **During the evaluation process, special consideration will be given to those Bidders who provide documentation to evidence their utilization of a certified small minority or women's business and/or demonstrate the Bidder's commitment to, whenever possible, utilize a certified small minority or women's business. Bidders should identify the certified small minority or women's business, the goods or services the business will supply and the <u>percentage</u> of the overall contract amount that will be set-aside in the <u>Technical Proposal</u>, as well as <u>identifying a specific dollar amount in the Business (Cost) Proposal. Note that no dollar amounts are to appear in the Technical and Business Proposal.</u>**

Additionally, Vendors are to complete the Commission on Human Rights and Opportunities Contract Compliance Monitoring Report that appears at the end of this Attachment and submit the completed, signed Report (labeled CHRO-4) with the Proposal.

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CONTRACT COMPLIANCE REGULATIONS
NOTIFICATION TO BIDDERS

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

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

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

(A)   the bidder's success in implementing an affirmative action plan;
(B)   the bidder's success in developing an apprenticeship program complying with Sections 46a-68-1 to 46a-68-17 inclusive, of the Regulations of Connecticut State Agencies;
(C)   the bidder's promise to develop and implement a successful affirmative action plan;
(D)   the bidder's submission of EEO-1 data indicating that the composition of its workforce is at or near parity when compared to the racial and gender composition of the workforce in the relevant labor market area; and,
(E)   the bidder's promise to set aside a portion of the contract for legitimate minority business enterprises. See Section 46a-68j-30(10)(E) of the Contract Compliance Regulations.

INSTRUCTIONS AND OTHER INFORMATION

The following <u>BIDDER CONTRACT COMPLIANCE MONITORING REPORT</u> must be completed in full, signed, and included with the Proposal submitted in response to this RFP.

The contract awarding agency and the Commission on Human Rights and Opportunities will use the information contained thereon to determine the bidder's compliance to Sections 4a-60 and 4a-60a CONN. GEN. STAT., and Sections 46a-68j-23 of the Regulations of Connecticut State Agencies regarding equal employment opportunity, and the bidder's "good faith efforts" to include minority business enterprises as subcontractors and suppliers for the work of the contract.

1) Definition of Small Contractor

Section 32-9e CONN. GEN. STAT. defines a small contractor as a company that has been doing business under the same management and control and has maintained its principal place of business in Connecticut for a one year period immediately prior to its application for certification under this section, had gross revenues not exceeding ten million dollars in the most recently completed fiscal year, and at least fifty-one percent of the ownership of which is held by a person or persons who are active in the daily affairs of the company, and have the power to direct the management and policies of the company, except that a non-profit corporation shall be construed to be a small contractor if such nonprofit corporation meets the requirements of subparagraphs (A) and (B) of subdivision 32-9e CONN. GEN. STAT.

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

Officials, Managers and Supervisors - Occupations requiring administrative personnel who set broad policies, exercise over-all responsibility for execution of these policies, and direct individual departments or special phases of a firm's operations. Includes officials, executives, middle management, plant managers, department managers, and superintendents, salaried forepersons who are members of management, purchasing agents and buyers, and kindred workers.

Professionals - Occupations requiring either college graduation or experience of such kind and amount as to provide a comparable background. Includes: accountants and auditors, airplane pilots and navigators, architects, artists, chemists, designers, dietitians, editors, engineers, lawyers, librarians, mathematicians, natural scientists, personnel and labor relations workers, physical scientists, physicians, social scientists, teachers, kindred workers.

Technicians - Occupations requiring a combination of basic scientific knowledge and manual skill which can be obtained through about 2 years of post high school education, such as is offered in technical institutes and junior colleges, or through equivalent on-the-job training. Includes: draftspersons, engineering aides, junior engineers, mathematical aides, nurses, photographers, radio operators, scientific assistants, surveyors, technical illustrators, technicians (medical, dental, electronic, physical sciences), and kindred workers.

Sales Workers - Occupations engaging wholly or primarily in direct selling. Includes: advertising agents and sales persons, insurance agents and brokers, real estate agents and brokers, stock and bond salespersons, demonstrators, sales people and sales clerks, and kindred workers.

Office and Clerical Workers - Includes all clerical type work regardless of level of difficulty, where the activities are predominantly non-

Skilled Workers - Manual workers of relatively high skill level having a thorough and comprehensive knowledge of the processes in their work. They exercise considerable independent judgment and usually receive an extensive period of training. Includes: building trades hourly paid forepersons and lead persons who are not members of management, mechanics and repair people, skilled machining occupations, compositors and typesetters, electricians, engravers, job setters (metal), motion picture projectionists, pattern and model makers, stationary engineers, tailors, and kindred workers.

Semi-Skilled Workers - Workers who operate machine or processing equipment or perform other factory type duties of intermediate skill level which can be mastered in a few weeks and require only limited training.

Unskilled Workers - Workers in manual occupations which generally require no special training. Perform elementary duties that may be learned in a few days and require application of little or no independent judgment. Includes: garage laborers, car washers and greasers, gardeners (except farm) and grounds keepers, longshore persons and stevedores, wood cutters and choppers, laborers performing lifting, digging, mixing, loading, and pulling operations, and kindred workers.

Service Workers - Workers in both protective and non-protective service occupations. Includes: attendants (hospital and other institution, professional, and personal service), barbers, cleaning workers, cooks (except house-hold), counter and fountain workers, fire fighters, police officers and detectives, security workers and doorkeepers, stewards, janitors, porters, food servers and kindred workers.

Apprentices - Persons employed in a program including work training and related instruction to learn a trade or craft which is traditionally considered an apprenticeship, regardless of

manual though some manual work not directly involved with altering or transporting the products is included. Includes: bookkeepers, cashiers, collectors (bills and accounts), messengers and office workers, office machine and computer operators, shipping and receiving clerks, stenographers, typists and secretaries, telegraph and telephone operators, and kindred workers.	whether the program is registered with a state or federal agency. **Trainees** - Persons engaged in a formal training for craft worker when not trained under an apprenticeship program. Includes: operatives, laborer and service occupations. Also includes persons engaged in formal training for official, managerial, professional, technical, sales, office, and clerical occupations.

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

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

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BIDDER CONTRACT COMPLIANCE MONITORING REPORT

PART I - Bidder Information

Company Name Street Address City & State Chief Executive	Bidder Federal Employer Identification Number (FEIN) or Social Security Number (SSN)
Major Business Activity (brief description)	Bidder Identification (response optional/definitions on page 1) - Is bidder a small contractor? ☐ Yes ☐ No
Bidder Parent Company (if any)	Is bidder a minority business enterprise? ☐ Yes ☐ No If Yes, check ownership category ☐ Black ☐ Hispanic ☐ Asian American
Other Locations in CT (if any)	☐ American Indian/Alaskan Native ☐ Iberian Peninsula ☐ Individual(s) with a Physical Disability ☐ Female -Is bidder certified as above by the State of CT (DAS)? ☐Yes ☐ No

PART II - Bidder Non-Discrimination Policies & Procedures

1. Does your company have a written Equal Employment Opportunity statement posted on company bulletin boards? ☐ Yes ☐ No	7. Do all of your company contracts and purchase orders contain non-discrimination statements as required by Sections 4a-60 & 4a-60a of the Conn. Gen. Stat.? ☐ Yes ☐ No
2. Does your company have a written sexual harassment in the workplace policy posted on company bulletin boards? ☐ Yes ☐ No	8. Do you, upon request, provide reasonable accommodation to employees or applicants for employment who have physical or mental disability? ☐ Yes ☐ No
3. Do you notify all recruitment sources in writing of your company non-discrimination employment policy? ☐ Yes ☐ No	9. Does your company have a mandatory retirement age for all employees? ☐ Yes ☐ No

4. Do your company advertisements contain a written statement that you are an Equal Opportunity Employer? ☐ Yes ☐ No	10. If your company has 50 or more employees, have you provided at least two (2) hours of sexual harassment training to all of your supervisors? ☐ Yes ☐ No ☐ NA
5. Do you notify the CT State Employment Service of all employment openings with your company? ☐ Yes ☐ No	11. If your company has apprenticeship programs, do they meet the equal opportunity requirements of the apprenticeship standards of the CT Dept. of Labor? ☐ Yes ☐ No ☐ NA
6. Does your company have a collective bargaining agreement with workers? ☐ Yes ☐ No 6a.If yes, do the collective bargaining agreements contain non-discrimination clauses covering all workers ☐ Yes ☐ No 6b. Have you notified each union, in writing, of your commitments under the non-discrimination requirements of contracts with the State of CT? ☐ Yes ☐ No	12. Does your company have a written affirmative action plan? ☐ Yes ☐ No
	13. Is there a person in your company who is responsible for Equal Employment Opportunity? ☐ Yes ☐ No If yes, provide name and phone number:

PART III - Bidder Subcontracting Practices

1. Will the work of this contract include subcontractors or suppliers? ☐ Yes ☐ No 1a. If yes, list all the subcontractors and suppliers and report if they are a small contractor and/or a minority business enterprise (as defined on page 1). Attach additional sheets if necessary. 1b. Will the work of this contract require additional subcontractors or suppliers other than those identified in 1a. above? ☐ Yes ☐ No

CONTRACT COMPLIANCE REGULATIONS (CHRO) *Page 4 of 4*	STATE OF CONNECTICUT COMMISSION ON HUMAN RIGHTS AND OPPORTUNITIES (CHRO)	CHRO-4

PART IV - Bidder Employment Information

JOB CATEGORY	OVERALL TOTALS		WHITE (NOT OF HISPANIC ORIGIN)		BLACK (NOT OF HISPANIC ORIGIN)		HISPANIC		ASIAN / PACIFIC ISLANDER		AMERICAN INDIAN OR ALASKAN NATIVE	
	F	M	F	M	F	M	F	M	F	M	F	M
Officials/Managers												
Professionals												
Technicians												
Sales Workers												
Office/Clerical												
Craft Workers												
Laborers (Unskilled)												
Service Workers												
TOTALS ABOVE												
Total One Year Ago												
FORMAL ON-THE-JOB TRAINEES (ENTER FIGURES FOR THE SAME CATEGORIES AS ARE SHOWN												
Apprentices												
Trainees												

According to the above employment report, is the composition of your workforce at or near parity when compared with the racial and gender composition of the workforce in the relevant labor market area?
☐ Yes ☐ No

PART V - Bidder Hiring and Recruitment Practices

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

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

Signature	Title	Date Signed	Telephone

ATTACHMENT 8 – VENDOR'S CHECKLIST

This signed CHECKLIST is required to be submitted with your proposal. Please place a check mark next to each completed item in the right hand column

1	We have listed our contact person's name, title, address, phone #, email, etc. including the Company's FEIN number.	
2	We have provided the RFP response in properly marked, sealed envelopes or boxes before the proposal due date and time.	
3	We have provided our proposal following the page and text formats required.	
4	We have completed the Vendor Questionnaire (Attachment 1).	
5	We have completed the Transmittal Letter as required with an original signature.	
6	We have included the required forms and signed face sheets for each amendment issued after issuance of the RFP.	
7	We have provided a Table of Contents.	
8	We have provided one or more Executive Summaries.	
9	We have provided original signatures on both the Vendor Proposal Validation and Authorization Statement.	
10	We have included a completed Functional, Non-functional, and Business Requirements Vendor Response Form as instructed in Attachment 2.	
11	We have included a description of ourselves, including a company annual report or un-audited financial statement as required by the RFP and a description of relevant experience.	
12	We have included 3 references with name, address, email and telephone.	
13	Where we have exceptions or additions in pricing or costs, we have explained them in sufficient detail to allow the State to determine the complete cost of our service proposal.	
14	We have included the number of electronic copies as instructed in Attachment 2.	
15	We have included the number of hardcopies as instructed in Attachment 2.	
16	We have addressed all the mandatory requirements listed in the RFP.	
17	We have provided a cross-walk between the requirements document and the sections of our response that pertain to these crosswalks.	
18	We have completed and submitted all required Vendor Certification documents.	
19	We have completed, signed and returned the Commission on Human Rights and Opportunities Compliance Monitoring Report. (Pages 6 & 7 of Attachment 7)	

20	We have read and understand the State of Connecticut Conceptual Architecture Principles and Requirements for Technical Architecture. We have also read and understand the nine domain architecture documents that comprise the Enterprise Wide Technical Architecture.	
21	We acknowledge that the proposal is the sole property of the State of Connecticut.	
22	We will comply with Executive Order No. Nineteen and will use a System Development Methodology that is equal to or meets the intent of the State of Connecticut System Development Methodology:	
23	We, _____, (Company Name) accept the terms and conditions of this RFP. Any exceptions that we have taken to this RFP are attached in writing to the Transmittal Letter.	
24	It is our intention to use _____ (provide name of intended Subcontractor) to perform work under the contract that results from this RFP.	

VENDOR NAME:_____

SUBMITTED BY:_____
                              Print Name

          _____
          Signature   Date

ATTACHMENT 9 - VENDOR CERTIFICATIONS

1)   OPM Ethics Form 1 – Gift and Campaign Contribution Certification.

2)   OPM Ethics Form 5 – Consulting Agreement Affidavit.

3)   OPM Ethics Form 6 – Affirmation of Receipt of State Ethics Laws Summary

4)   Plain Language Summary of State Ethics Laws for Current and Potential State Contractors.

5)   SEEC FORM 11 - Notice To Executive Branch State Contractors And Prospective State Contractors Of Campaign Contribution And Solicitation Ban.

6)   Nondiscrimination Certification Requirement

7)   Nondiscrimination Certification Forms A – E (See Explanation below)

EXPLANATION OF FORMS:

Form A. Representation: For use by an individual when entering into any contract, regardless of contract value.
Form B. Representation: For use by an entity when entering into any contract valued at less than $50,000 for any year of the contract.
Form C. Affidavit: (Recommended) For use by an entity when entering into any contract valued at $50,000 or more for any year of the contract and the entity certifies through an affidavit that a complying nondiscrimination policy is currently in place.
Form D. New Resolution: For use by a entity when entering into any contract valued at $50,000 or more for any year of the contract and the entity has a complying nondiscrimination policy adopted by a new resolution of the board of directors, shareholders, managers, members, or other governing body.
Form E. Prior Resolution: For use by a entity when entering into any contract valued at $50,000 or more for any year of the contract and the entity has a complying nondiscrimination policy adopted by a prior resolution of the board of directors, shareholders, managers, members, or other governing body.

STATE OF CONNECTICUT
GIFT AND CAMPAIGN CONTRIBUTION CERTIFICATION

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

INSTRUCTIONS:

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

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

GIFT CERTIFICATION:

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

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

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

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

CAMPAIGN CONTRIBUTION CERTIFICATION:

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

RFP 09ITZ0042

STATE OF CONNECTICUT
GIFT AND CAMPAIGN CONTRIBUTION CERTIFICATION

Lawful Campaign Contributions to Candidates for Statewide Public Office:

Contribution Date   Name of Contributor   Recipient   Value   Description

_____
_____
_____
_____
_____
_____
_____
_____
_____

Lawful Campaign Contributions to Candidates for the General Assembly:

Contribution Date   Name of Contributor   Recipient   Value   Description

_____
_____
_____
_____
_____
_____
_____
_____
_____

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

_____   _____
Printed Contractor Name   **Signature of Authorized Official**

Subscribed and acknowledged before me this _____ day of _____, 200___.

                              _____
                              Commissioner of the Superior Court (or Notary Public)

For State Agency Use Only

Department of Information Technology   _____
        Awarding State Agency   Planning Start Date

_____
Contract Number or Description

STATE OF CONNECTICUT
CONSULTING AGREEMENT AFFIDAVIT

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

INSTRUCTIONS:

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

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

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

AFFIDAVIT: [Number of Affidavits Sworn and Subscribed On This Day: _____]

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

_____   _____
Consultant's Name and Title   Name of Firm (if applicable)

_____   _____   _____
Start Date   End Date   Cost

Description of Services Provided: _____

_____

_____

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

If YES: _____   _____
              Name of Former State Agency   Termination Date of Employment

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

_____   _____   _____
Printed Name of Bidder or Vendor   **Signature of Chief Official or Individual**   **Date**

                                        _____   _Dept. of Information Technology_
                                        Printed Name (of above)   **Awarding State Agency**

Sworn and subscribed before me on this _____ day of _____, 200__.

                                        _____
                                        **Commissioner of the Superior Court
                                        or Notary Public**

STATE OF CONNECTICUT
AFFIRMATION OF RECEIPT OF STATE ETHICS LAWS SUMMARY

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

INSTRUCTIONS:

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

CHECK ONE:

☐ I am a person seeking a large State construction or procurement contract. I am submitting this affirmation to the awarding State agency with my bid or proposal. [Check this box if the contract will be awarded through a competitive process.]

☐ I am a contractor who has been awarded a large State construction or procurement contract. I am submitting this affirmation to the awarding State agency at the time of contract execution. [Check this box if the contract was a sole source award.]

☐ I am a subcontractor or consultant of a contractor who has been awarded a large State construction or procurement contract. I am submitting this affirmation to the contractor.

IMPORTANT NOTE:

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

AFFIRMATION:

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

* The summary of State ethics laws is available on the State of Connecticut's Office of State Ethics website at
   http://www.ct.gov/ethics/lib/ethics/contractors_guide_final2.pdf

_____   _____
Signature   Date

_____   _____
Printed Name   Title

_____
Firm or Corporation (if applicable)

_____   _____   _____ _____
Street Address   City   State   Zip

Department of Information Technology
Awarding State Agency

Plain Language Summary of State Ethics Laws for Current and Potential State Contractors

Note: The following is a summary of the major ethics laws and related provisions applicable to current and potential state contractors. For more detailed information or to discuss any questions you may have, contact the Office of State Ethics at (860) 566-4472.

RESTRICTIONS ON THE BENEFITS YOU MAY GIVE TO STATE PERSONNEL

GIFTS: In general, no one doing business with or seeking business from a state or quasi-public agency may give a gift to an official or employee of that agency. Connecticut's gift ban is strict, but has some exceptions. For example, under the Ethics Code, you may give: (1) food and drink up to $50 per person per year, if the person paying, or his or her representative, is in attendance; and (2) tangible gifts up to $10 per item up to $50 per person per year. Also exempt are certain items such as informational materials, or plaques costing less than $100. For a complete list of the Code's gift exceptions, consult Conn. Gen. Stat. § 1-79(e) or contact the Office of State Ethics.

IMPORTANT RECENT CHANGE IN LAW: As of July 1, 2004, gifts for "major life events," including a wedding or the birth of a child, which were previously exempt from the gift ban, are now subject to the strict gift limits outlined above if the gifts are provided by any individual or entity doing business with or seeking business from the state.

NOTE: State agencies may have stricter gift rules than the provisions of the Ethics Code (for example, an agency policy may ban all food and drink). Be sure to obtain a copy of the agency's ethics policy before you provide any benefit to an agency official/employee.

NECESSARY EXPENSES: Under the Ethics Code, you may not pay a fee or an honorarium to a state official or employee for making a speech or appearing at your organization's event. You may, however, under limited circumstances, pay the "necessary expenses" of such a state servant. These expenses are limited to: necessary travel, lodging for the nights before, or and after the speech, meals and conference fees. There may be reporting requirements attached to the giving and taking of necessary expenses, so contact the Office of State Ethics if you need more information. NOTE: Before providing necessary expenses, check with the state agency's ethics officer to determine if the agency allows such payments.

GIFTS TO THE STATE: The Ethics Code allows limited "gifts to the state" which facilitate state action or functions (for example, donating a piece of equipment to the agency).

NOTE: Recent legislation was passed that may impact gifts to the state. Please contact the Office of State Ethics before giving a gift to the state to determine if such donations are acceptable.

RULES ON HIRING STATE PERSONNEL

Before you hire a current or **former** state employee, you should be aware of certain provisions of the Ethics Code. First, if you are considering hiring a current state employee, especially from a state agency with which you do business or by which you are regulated, you should know the following:

A current state employee must not accept outside employment that impairs his independence of judgment regarding his state duties, or that encourages him to disclose confidential information learned in his state job. Also, a current state employee may not use his or her state position for financial gain, however inadvertent that use may be. Therefore, for example, a current state employee who exercises any contractual, supervisory or regulatory authority over you or your business may not be able to work for you.

Second, if you are considering hiring a **former** state employee, you should be aware of the Ethics Code's post-state employment, or revolving door, laws:

If you hire or otherwise engage the services of a former state official or employee, he or she may not represent you before his of her former agency for one year after leaving state service.

NOTE: The former State Ethics Commission established a limited exception to this provision which allows the former employee to return to his or her former agency within the one year period for the sole purpose of providing technical expertise (for example, to help implement a previously awarded contract). This is a fact-specific exception that applies in very limited circumstances: therefore, you should contact the Office of State Ethics for further assistance if you think this exception applies to you.

If a state official or employee was substantially involved in, or supervised, the negotiation or award of a contract valued at $50,000 or more, and the contract was signed within his or her last year of state service, and you or your business was one of the parties to the contract, then you and/or your business are prohibited from hiring him or her for one year after he or she leaves state employment.

A former state official or employee can **never** represent anyone other than the state regarding a particular matter in which he or she was personally and substantially involved while in state service and in which the state has a substantial interest.

Third, there are approximately 75 state officials or employees who may not negotiate for, seek or accept employment with any business subject to regulation by their agency, and may not accept employment with such a business for one year after leaving state service. Under that section of the law, it is also illegal for a business in the industry to employ such an individual.

CONFLICT OF INTEREST RULES THAT APPLY TO YOU AS A STATE CONTRACTOR

Under Conn. Gen. Stat. §1-86e of the Ethics Code, no state contractor, including a consultant or other independent contractor, can use the authority provided under the contract, or confidential information acquired in the performance of the contract, to obtain financial gain for himself, his employee, or a member of his immediate family. Also, a state contractor cannot accept another state contract that would impair his independence of judgment in the performance of the first contract. Finally, a state contractor cannot accept anything of value based on an understanding that his actions on behalf of the state would be influenced.

It is important to call the Office of State Ethics at (860) 566-4472 to discuss the application of this law, or any of the other ethics laws, to your specific situation.

OTHER ETHICS PROVISIONS THAT MAY APPLY TO YOU

Contractors seeking large state contracts are required to execute affidavits regarding gifts and/or campaign contributions made to certain state employees or public officials in the two-year period prior to the submission of a bid or proposal. You need to check the web sites of both the Department of Administrative Services, www.das.state.ct.us, and the Office of Policy and Management, www.opm.state.ct.us, for copies of these affidavits and for other updated information regarding state contractors. Also, because the particular agency with which you wish to contract may have specific rules that you must follow, you need to check with that agency as well.

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

Finally, if you or your business spends or receives $2,000 or more in a calendar year for activities that constitute lobbying under the Ethics Code, whether to affect legislation or the actions of an administrative state agency, then you and/or your business may have to register as a lobbyist with the Office of State Ethics, and more ethics rules will apply to you. Contact the Office of State Ethics, or review the lobbyist registration information at www.ct.gov/ethics.

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

(1) Soliciting information from a public official or state employee that is not available to other bidders for that contract, with the intent to obtain a competitive advantage over other bidders;

(2) intentionally or recklessly charging a state agency for work not performed or goods or services not provided, or falsifying invoices or bills; or

(3) intentionally violating or trying to circumvent the state competitive bidding and ethics laws.

Recent legislation (Public Act 05-287) also requires any prospective state contractor to affirm in writing that he or she has been provided with a summary of the state's ethics laws and that his key employees have read and understood the summary and agree to comply with the applicable provisions of the ethics law.

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

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

Campaign Contribution and Solicitation Ban

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

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

Duty to Inform

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

Penalties for Violations

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

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

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

Contract Consequences

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

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

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

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

<u>Definitions</u>:

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

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

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

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

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

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

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

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

NONDISCRIMINATION CERTIFICATION REQUIREMENT

By law, a contractor must provide an awarding State agency with written representation or documentation that certifies the contractor complies with the State's nondiscrimination agreements and warranties. A nondiscrimination certification is required for all State contracts – regardless of type, term, cost, or value. The appropriate form must be submitted to the awarding State agency prior to contract execution.

Accordingly, attached are forms A – E. Form A is *always* used for contracts with an individual who is not an entity, regardless of the contract value. Form B is *always* used for contracts with an entity when the contract value is less than $50,000. Form C is *recommended* for contracts valued at $50,000 or more with an entity. If Form C is not used, either Form D or E must be used; both require a resolution (new or prior).

Definitions:
- individual: a person who is not an entity
- entity: corporation, limited liability company, or partnership

Explanation of Forms:
- **Form A. Representation:** For use by an individual when entering into any contract, regardless of contract value.
- **Form B. Representation:** For use by an entity when entering into any contract valued at less than $50,000 for any year of the contract.
- **Form C. Affidavit:** (Recommended) For use by an entity when entering into any contract valued at $50,000 or more for any year of the contract and the entity certifies through an affidavit that a complying nondiscrimination policy is currently in place.
- **Form D. New Resolution:** For use by a entity when entering into any contract valued at $50,000 or more for any year of the contract and the entity has a complying nondiscrimination policy adopted by a new resolution of the board of directors, shareholders, managers, members, or other governing body.
- **Form E. Prior Resolution:** For use by a entity when entering into any contract valued at $50,000 or more for any year of the contract and the entity has a complying nondiscrimination policy adopted by a prior resolution of the board of directors, shareholders, managers, members, or other governing body.

Exemptions:
The entities listed below are exempt and, therefore, not required to submit a nondiscrimination certification form when entering into a contract with the State:

1. political subdivisions of the State of Connecticut, including, but not limited to municipalities;
2. quasi-public agencies, as defined in C.G.S. § 1-120;
3. other states of the United States, including, but not limited to, the District of Columbia, Puerto Rico, U.S. territories and possessions, and federally recognized Indian tribal governments, as defined in C.G.S. § 1-267;
4. the federal government;
5. foreign governments; and
6. an agency of a subdivision, agency, state or government listed in items 1-5.

STATE OF CONNECTICUT
NONDISCRIMINATION CERTIFICATION — Representation
By Individual
For All Contract Types Regardless of Value

Written representation that complies with the nondiscrimination agreements and warranties under Connecticut General Statutes §§ 4a-60(a)(1) and 4a-60a(a)(1), as amended

INSTRUCTIONS:

For use by an individual who is not an entity (corporation, limited liability company, or partnership) when entering into any contract type with the State of Connecticut, regardless of contract value. Submit to the awarding State agency prior to contract execution.

REPRESENTATION OF AN INDIVIDUAL:

I, _____ , of _____ ,
               Signatory   Business Address

represent that I will comply with the nondiscrimination agreements and warranties of Connecticut General

Statutes §§ 4a-60(a)(1)and 4a-60a(a)(1), as amended.

_____   _____
Signatory   Date

_____
Printed Name

STATE OF CONNECTICUT
NONDISCRIMINATION CERTIFICATION — Representation
By Entity
For Contracts Valued at Less Than $50,000

Written representation that complies with the nondiscrimination agreements and warranties under Connecticut General Statutes §§ 4a-60(a)(1) and 4a-60a(a)(1), as amended

INSTRUCTIONS:

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

REPRESENTATION OF AN ENTITY:

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

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

represent that I am authorized to execute and deliver this representation on behalf of

_____ and that _____
     Name of Entity   Name of Entity

has a policy in place that complies with the nondiscrimination agreements and warranties of Connecticut

General Statutes §§ 4a-60(a)(1) and 4a-60a(a)(1), as amended.

_____   _____
Authorized Signatory   Date

_____
Printed Name

STATE OF CONNECTICUT
NONDISCRIMINATION CERTIFICATION — <u>Affidavit</u>
<u>By Entity</u>
For Contracts Valued at <u>$50,000 or More</u>

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

INSTRUCTIONS:

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

AFFIDAVIT:

I, the undersigned, am over the age of eighteen (18) and understand and appreciate the obligations of

an oath. I am _____ of _____ , an entity
                    Signatory's Title   Name of Entity

duly formed and existing under the laws of _____.
                                        Name of State or Commonwealth

I certify that I am authorized to execute and deliver this affidavit on behalf of

_____ and that _____
          Name of Entity   Name of Entity

has a policy in place that complies with the nondiscrimination agreements and warranties of Connecticut

General Statutes §§ 4a-60(a)(1)and 4a-60a(a)(1), as amended.

_____
Authorized Signatory

_____
Printed Name

Sworn and subscribed to before me on this _____ day of _____, 20____.

_____   _____
Commissioner of the Superior Court/   **Commission Expiration Date**
Notary Public

STATE OF CONNECTICUT

NONDISCRIMINATION CERTIFICATION — New Resolution
By Entity
For Contracts Valued at $50,000 or More

Documentation in the form of a corporate, company, or partnership policy adopted by resolution of the board of directors, shareholders, managers, members or other governing body of a contractor that certifies the contractor complies with the nondiscrimination agreements and warranties under Connecticut General Statutes §§ 4a-60(a)(1) and 4a-60a(a)(1), as amended

INSTRUCTIONS:

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

CERTIFICATION OF RESOLUTION:

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

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

certify that the following is a true and correct copy of a resolution adopted on the _____ day of

_____ , 20_____ by the governing body of _____ ,
                                       Name of Entity

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

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

or revoked, and is in full force and effect.

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

      nondiscrimination agreements and warranties of Connecticut General Statutes

      §§ 4a-60(a)(1) and 4a-60a(a)(1), as amended.

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

_____   _____
Authorized Signatory   Date

_____
Printed Name

STATE OF CONNECTICUT

NONDISCRIMINATION CERTIFICATION — <u>Prior Resolution</u>
<u>By Entity</u>
For Contracts Valued at <u>$50,000 or More</u>

Documentation in the form of a <u>corporate, company, or partnership policy adopted by a prior resolution of the board of directors, shareholders, managers, members or other governing body</u> of a contractor that certifies the contractor complies with the nondiscrimination agreements and warranties under Connecticut General Statutes §§ 4a-60(a)(1) and 4a-60a(a)(1), as amended

INSTRUCTIONS:

For use by an entity (corporation, limited liability company, or partnership) when entering into any contract type with the State of Connecticut valued at $50,000 or more for any year of the contract. Complete all sections of the form. Attach copy of previously adopted resolution (State of CT, Nondiscrimination Certification, Form D: New Resolution). Submit all documentation to the awarding State agency prior to contract execution.

CERTIFICATION OF PRIOR RESOLUTION:

I, the undersigned, am a duly authorized corporate officer or member of _____.

                                                                       Name of Entity

I have reviewed the attached prior resolution. I certify that:

(1) the attached prior resolution complies with the nondiscrimination agreements and warranties of

    Connecticut General Statutes §§ 4a-60(a)(1) and 4a-60a(a)(1), as amended; and

(2) the prior resolution remains in full force and effect on the date this documentation is submitted to the

    awarding State agency.

_____   _____

Authorized Signatory   **Title**

_____   _____

Printed Name   **Date**

RESERVED FOR STATE USE

I, the undersigned head of the awarding State agency, or designee, certify that the attached prior resolution complies

with the nondiscrimination agreements and warranties of Connecticut General Statutes

§§ 4a-60(a)(1) and 4a-60a(a)(1), as amended.

_____   _____

Signature of Agency Head (or designee)   **Date**

<u>Department of Information Technology</u>
    Awarding State Agency

Attachment 10 – Evaluation and Selection Criteria

1. EVALUATION AND SELECTION PROCEDURES

1.1 GENERAL CONSIDERATIONS

All proposals that are properly submitted will be accepted by DoIT. However, DoIT reserves the right to request necessary clarifications, reject any or all proposals received, or cancel this RFP, as determined to be in best interest of the state or the Modernization of Client Service Delivery Project

Only those proposals that are determined to be sufficiently responsive will be evaluated. Failure to comply with the instructions or failure to submit a complete proposal may deem a proposal not sufficiently responsive. DoIT may reject any proposal that is incomplete, non-responsive, or in which there are significant inconsistencies or inaccuracies.

DoIT also reserves the right to waive minor irregularities in proposals, providing such action is in the best interest of the state or the Modernization of Client Service Delivery Project. If DoIT does waive minor irregularities, such waiver shall in no way modify the RFP requirements or excuse the vendor from full compliance with RFP specifications and other contractual requirements if the vendor is awarded the contract.

DoIT shall consider unacceptable, and may reject without further review, proposals that do not contain the minimum mandatory proposal requirements. Reference Attachments 2 and 8 of this RFP for Minimum Mandatory Proposal Requirements.

2. EVALUATION METHODOLOGY

Each proposal will be evaluated and scored by a Proposal Review Team. The Proposal Review Team will likely include members that have experience in Web Services, Interactive Voice Response, Document Management, Client Services, as well as members that have IT experience with the target platform on which the application will be hosted. Members will be drawn from interested departments and agencies. The Proposal Review Team will conduct a comprehensive, fair, and impartial evaluation of proposals received in response to this procurement.

The following evaluation criteria categories will be used to develop more detailed criteria that will be used during the evaluation process:

1. Experience/Qualifications/Financial Stability

   - The vendor's qualifications, including but not limited to, financial position as determined through of the Audited Financial Statements that are required to be submitted with the Business and Technical proposal i.e., legal standing, ethics compliance, small business or minority certification, CHRO compliance.

   - The vendor's documented experience in successfully completing projects of a similar size and scope, ideally, in the same or comparable line of business, to those required by this RFP *or* the vendor has implemented a Modernization of Client Service Delivery system for another governmental entity. This applies to both the proposing entity and the individuals proposed as the MCSD team.

- The vendor's description or demonstration of how the proposed system will meet the DSS' Modernization of Client Service Delivery needs.

- Business and personnel reference checks may be made as part of the evaluation process. Reference checks **may not be limited to specific customer references cited in the proposal**. Moreover, in the case of a proposed modification of an existing application, evidence of successful systems implementation or certification may be required.

2. Understanding of the Project

- The vendor's ability to comprehend Web Services, Interactive Voice Response and Document Management as an integrated solution that will modernize service delivery to DSS' clients and provide business efficiencies to DSS staff members.

- The vendor's solution is within the scope of the business and technical requirements (*Attachments 6 and 13.*).

3. Meeting the technical requirements

- The vendor's detailed approach to perform the services required by the technical requirements of this RFP (*Attachments 13 & 14*).

4. Execution of project/project management

- The overall ability of the vendor, as judged by the Proposal Review Team, to begin and successfully complete the project within the proposed schedule. This judgment will include, but will not be limited to, such factors as vendor staff commitment to the project, a project management and control plan, and project organization and availability of staff.

- The vendor has clearly described any roles and responsibilities of DSS and DoIT staff in the implementation and deployment of the project.

5. Proposed system solution

- The vendor's proposed solution meets the business and technical requirements for a secure, robust comprehensive system.

- The vendor's proposed solution meets DoIT's EWTA and technical architecture standards and other State Standards as described in Attachment 13.

6. Training

- The vendor has clearly described the nature of training for each type of training required, including but not limited to, technical support training, system administration training, train the trainer training, and user training.

7. Technical Support

- The vendor's ability to provide 24/7/365 technical support.

- The vendor has described the nature and methods of provision of technical and Help Desk support.

- The vendor has clearly described change management procedures for bug fixes and change requests and associated costs.

- The vendor has offered a system maintenance plan.

8. Budget

- The vendor has provided a total Firm, Fixed Price for all components of the MCSD Project.

3   PROPOSAL RECEIPT AND REVIEW

Proposals will be reviewed to initially determine if minimum submission requirements have been met. The review will verify that the proposal was received before the date and time specified in *Section 3.1.1* of this RFP. The proposals will be reviewed to verify the submission of the correct number of copies, the presence of all required signatures, and sufficient responsiveness of the proposal to the needs outlined in this RFP to permit a complete evaluation. Failure to meet minimum submission requirements could result in the proposal being rejected and not included in the evaluation process.

Upon receipt, the proposal information will be disclosed to the Proposal Review Team members only. The proposals will not be publicly opened. The potential for negotiation of a "Best and Final Offer" necessitates this privacy.

4   EVALUATION OF PROPOSALS

Evaluations will be conducted in accordance with DoIT procurement procedures. Only proposals that meet the minimum mandatory proposal requirements will be considered for evaluation. During the evaluation process, the Proposal Review Team reserves the right to initiate discussions with vendors who submit responsive or potentially responsive proposals for the purpose of clarifying aspects of the proposals. However, proposals may be accepted and evaluated without such discussion. The Proposal Review Team reserves the right to waive minor irregularities. Qualifying proposals will be presented to the DoIT Architecture Review Board to determine compatibility with the State of Connecticut IT environment. Any proposal determined to be incompatible with the State of Connecticut EWTA Guidelines and technical requirements will not receive further consideration.

4.1   BUSINESS,   TECHNICAL   AND   OPERATIONAL   PROPOSAL   EVALUATION CRITERIA

The qualified proposals will be evaluated and scored in each of the areas identified above in Section 2, Evaluation Methodology.

The Proposal Review Team will be fully briefed on the evaluation process and trained in the use of the Evaluation Tool and methodology, after which they will **independently** read and evaluate all proposals that pass the DoIT screening process for meeting Minimum Mandatory Proposal Requirements (*Reference Section 1.1, above*).

After completing independent proposal evaluations, the Proposal Review Team members will meet as a complete team to score the proposals. During these meetings, the Business and Technical proposal, as well as the Project Management and Staffing proposal evaluation points given by each evaluator will be discussed. As a result of discussion, the Proposal Review Team will come to a **consensus score** on each individual evaluation criterion. While a maximum score of **8,000** is possible; proposals must achieve a minimum score of 4,800 points (60% of the total possible points) to be considered responsive. Any proposal that fails to achieve the minimum score will **not** receive further consideration.

4.2   EVALUATION OF FINANCIAL PROPOSALS

The evaluation of the Financial Proposal from *Attachment 3* shall be worth a maximum total of **2000** points.

4.3   RELATIVE PERCENTAGES OF EVALUATION POINTS AWARDED

The relative percentages of the total evaluation points available will be distributed as follows:

Personnel and Project Management:	12%
Offered Products and the "Framework for the Future":	24%
Security, Technical and Operation Support:	12%
Client Service Improvements / DSS Efficiencies:	32%
Financial Proposal:	20%
Total:	**100%**

4.4   COMBINED PROPOSAL EVALUATION

Scores for the Business and Technical Proposals will be summed with the scores for the Financial Proposal. The proposal receiving the highest score will be selected as the successful vendor.

5   GENERAL CONTRACT NEGOTIATION AND AWARD PROCESS

5.1   ORAL PRESENTATIONS OR PRODUCT DEMONSTRATIONS

Vendors who submit a proposal in response to this RFP may be required to give an oral presentation or demonstration of their proposal to the Proposal Review Team. The purpose of such presentations or demonstration is to provide an opportunity for vendors to clarify or refine their proposal. Original proposal submissions cannot be supplemented, changed, or corrected in any way. No comments regarding other vendors or proposals are permitted, and vendors may not attend the presentations or demonstrations of their competitors.

Product demonstrations may be conducted by the vendor, or, at its option, the Proposal Review Team may request access to the proposed application in order to explore and test the features and functions of the proposed product independent of the vendor.

Oral Presentations or demonstrations have no intrinsic point value in the proposal evaluation process. However, on the basis of a demonstration of a proposed system, the score for a proposed solution may decrease, based on the judgment of the Proposal Review Team.

Vendors must clearly understand that it is the Proposal Review Team's sole option to determine which vendors, if any, will be invited to make an oral presentation. Vendors shall not construe the list of firms invited, if any, to imply acceptance or rejection of any proposal(s).

5.2   BEST AND FINAL OFFER

The Proposal Review Team may determine if it is in the best interest of the project to seek a "Best and Final Offer" from vendors submitting acceptable or potentially acceptable proposals. The "Best and Final Offer" would provide a vendor the opportunity to update its original proposal to make it more acceptable to the

MCSD Project's purpose. The Proposal Review Team reserves the right to determine whether or not to exercise this option.

6   CONTRACTOR AWARD

If the Proposal Review Team, through the DoIT CIO, awards the right to negotiate a contract as a result of this procurement, the successful vendor shall be advised of the award intention by letter. The successful prime contractor must then indicate agreement to enter into a contract with DoIT in the most expeditious manner feasible.

The contract awarded for the services purchased as a result of this RFP will be originated by DoIT. The contract shall incorporate in its provisions this RFP, the successful vendor's proposal, and any other documents deemed pertinent into a Scope of Work for the MCSD Project.

Attachment 11 – Vendor Transmittal Letter

_____, 2009

State of Connecticut
Department of Information Technology
Division of Contracts and Purchasing
Ms. Jacqueline Shirley, Director
101 East River Drive, Room 4074
East Hartford, CT 06108

Ms. Shirley:

[Name of Vendor] is pleased to have the opportunity to submit a proposal for
_____, RFP # 09ITZ0042. We look forward to the
opportunity of doing business with the State of Connecticut. Our point of contact for any RFP issues or
questions will be:

First Name, Last Name: _____
Title: _____
Name of Vendor: _____
Division/Department: _____
Address 1:   _____
Address 2:   _____
City, State, Zip Code: _____
e-Mail Address: _____
Telephone & Ext: _____
Fax Number: _____

We attest that we understand, accept and will comply with all of the administrative requirements
stipulated in *Section 2* of RFP # 09ITZ0042. We certify that:

(1)   No cost proposal information has been disclosed in the Section I – Vendor, Business, and
        Technical Proposal; and, Section II – Project Management and Staffing Proposal.

(2)   The costs proposed have been arrived at independently, without consultation, communication,
        or agreement for the purpose of restricting competition as to any matter relating to such
        process with any other organization or with any competitor.

(3)   The costs quoted have not been knowingly disclosed by our firm on a prior basis directly or
        indirectly to any other organization or to any competitor.

(4)   No attempt has been made or will be made by our firm to induce any other person or firm to
        submit or not to submit a proposal for the purpose of restricting competition.

(5)   We did not participate in the RFP development process, had no knowledge of the specific
        contents of the RFP prior to its issuance, and that no employee of the State of Connecticut
        participated directly or indirectly in the vendor's proposal preparation.

(6)   No elected or appointed official or employee of the State of Connecticut has or will benefit
        financially or materially from this procurement.

(7)   All products offered to the State of Connecticut within this proposal are currently manufactured and available for general sales, lease, or licenses at the time of RFP submission.

(8)   Has not, within a three year period preceding the proposal submission, been convicted or had a civil judgment rendered against him/her for commission of fraud or criminal offense in performing a public transaction or contract (local, state or federal) or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements or receiving stolen property; and

- Is not presently indicted for or otherwise criminally or civil charged by a governmental entity with the commission of any of the above offenses; and

- Has not, within a three year period preceding the proposal submission, had one or more public transactions terminated for cause or fault; and

- Will immediately report any change in the above status to the Department

(9)   Our firm complies fully with the August 2002 corporate governance rules proposed by the New York Stock Exchange (www.nyse.com/pdfs/corp_gov_pro_b.pdf).

(10)   We certify that we are in compliance with:

- Executive Order 11246 relating to the Equal Employment Opportunity;
- Section 306 of the Clean Air Act;
- Section 308 of the Clean Water Act;
- Anti-Lobbying Act;
- Americans with Disabilities Act;
- Drug-Free Workplace requirements; and
- Suspension/debarment requirements.

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

_____
Name

_____   _____
Signature   Date

Sworn and subscribed before me on this _____ day of _____, 2009

                                        _____
                                        Commissioner of the Superior Court
                                        Notary Public

ATTACHMENT 12
Enterprise-wide Technical Architecture and State Standards

1. ARCHITECTURE OF PROPOSED PRODUCTS

Vendors are required to submit detailed product technical specifications organized as defined in this section. These Guidelines are a supplement to EWTA.

If vendor can supply more than one unique product type, version or level of their software that meets or exceeds the requirements in this RFP, vendor must clearly state the existence of multiple products, explain the major differences between them and take these additional steps:

- Provide separate Product Version and Architecture statements for each.
- Complete a Functional Requirements Vendor Response Form for each.
- Provide clear and separate statements in any proposal sections or sub-sections where there are differences between product versions.
- Provide separate cost schedules and total cost if different.
- Identify which is the vendor's preferred solution and why.

1.1 PRODUCT VERSION

Provide product version information which must include, but not be limited to, product name, version number, date version was released for general use and number of installed customer entities.

If product has any Web accessibility, it must comply with the State of Connecticut's "*Universal Web Site Accessibility Policy for State Web Sites - Version 4.0*" and vendors are required to explain how their solution meets this requirement. Information on this policy can be found at http://www.ct.gov/doit/cwp/view.asp?a=1306&q=255004

1.2 PRODUCT ARCHITECTURE

Vendor must present a detailed architecture design for the proposed product along with a text description and annotated diagram (or diagrams). Descriptions and diagrams must clearly identify Middleware products, interfaces, message formats and component function. Each description/diagram should be accompanied by a narrative indicating where the proposal meets the State of CT technical guidelines and where exceptions will occur.

1. Server descriptions—general functions and operational software components deployed (e.g., IIS, FTP, other services activated).
2. Network—servers and the zones (user, DMZ, server zone, database zone at minimum) in which the servers are hosted, firewalls, network protocols, port requirements (specific port, range, configuration capability). This description should include both internal (agency, DOIT, etc.) and external environments (as appropriate).
3. Describe each server to server connection and communications dialog with protocols, type of message or content and paths. The diagrams should also show the (numbered) sequence of the communications dialog. These descriptions should include both internal (agency, DOIT, etc.) and external environments (as appropriate).
   If your design does not use message-based interfaces between components or systems, you must explain your rationale for such a design. You must explain what the impact

would be if you are required to use message-based interfaces between components or systems.

4. The State is now requiring the use of XML as "the" format for most inter-application messaging. You must explain how your proposed design utilizes XML for this purpose. You must explain how your design utilizes XML between components for intra-application messaging. You must identify the source of the XML Schema or Document Type Definitions (DTDs) utilized in your design.
5. The implemented solution must comply with the Department of Information Technology's Enterprise-wide Technical Architecture (EWTA) guidelines and standards.

2. ARCHITECTURE GUIDELINES FOR WEB BASED APPLICATIONS

The provided guidelines for web based applications are version 4, dated October 1, 2007.

2.1 PURPOSE

These Web Development Guidelines are intended to inform prospective bidders of the State's IT architecture, including various standards and guidelines that support our web-based computing environments – intranet, extranet, and Internet.

2.2 BACKGROUND

The State has built, and is committed to maintaining a secure, cost effective computing environment capable of supporting various web pages and applications. The State must protect its investment by ensuring that vendors develop according to the State's architecture requirements. Compliance with these standards will ensure the portability necessary to host agency applications and web pages and will also ensure the compatibility, reusability, and scalability of applications. The goal of these standards and architectures is to enhance an agency's ability to shorten development time, ensure security and reliability, and extend application longevity.

In addition to the guidelines within this document, the State has adopted a set of Conceptual Architecture Principles. These principles are intended to align technology solutions that meet the current business needs of the State.

In sum, to make the highest and best use of the State's IT assets, these guidelines have been prepared. Compliance with the standards and guidelines shall be considered when evaluating proposals for state computer systems. The Department of Information Technology (DOIT) will not approve any procurement for products or services that would result in a contravention of these guidelines.

2.3 REQUEST FOR WAIVER

Deviation from these guidelines requires prior approval by DOIT. The existing Architecture Exception process should be used for this purpose.

2.4 REQUIREMENTS

Web applications shall be designed with the presentation, business logic and data layers both logically and physically separated to increase portability, scalability, re-usability and to support simplicity. This design is commonly referred to as n-tier application development architecture.

The State requires the use of at least 3 logical tiers implemented as at least 3 physical security zones. These tiers are presentation, business or application logic, and data base (or data storage).

As an example using a Microsoft based solution architecture this would imply an IIS web server, a separate IIS based application server (for ASP.NET, or VB.NET or C#.NET object and application components, plus data access, and an SQL Server or other DBMS on a third server. These servers are physically located in security zones isolated from one another by firewalls. (Note: VMWare partitions can be used instead of physical servers, but the traffic between the partitions must be through either hardware or software firewalls.)

1. **Technology Standards**. The State maintains a dynamic listing of current technology standards for consideration in new application and web page development. These are available in Section 4 of this attachment.
2. **Accessibility**. All applications and pages developed for the State must be compatible with the principles and goals contained in the electronic and information technology accessibility standards adopted by the Architectural and Transportation Barriers Compliance Board under Section 508 of the Federal Rehabilitation Act of 1973 (29 U.S.C. 749d), as amended, and with the State Accessibility guidelines developed pursuant to HEA 1926, Acts of 2001. These guidelines are listed via a link available at http://www.access.state.ct.us/policies/accesspolicy40.html
3. **Hosting.** Both the logical and physical separation of the presentation, application and database layers is crucial to the State's hosting strategy. The Technical Review Group will conduct a technical evaluation of each application. This evaluation, among other reviews, will determine the appropriate location and security zone for hosting each of the presentation, application and database layers/servers. The technical evaluation will occur in the Business Requirements Analysis phase (or early in the System Design phase) of the State's System Development Methodology.
4. **Support.** Unless exempted in a RFP or an ITB, vendors are required to include a plan for ongoing application and page support. The plan shall include information regarding the appropriate technical skill sets and approximate quantity of support required. The plan shall also identify whether application support is to be conducted from within the State's network backbone or from an external source outside of the State's firewall systems which must be done using the State VPN.
5. **Security – Protocols.** Only HTTP and HTTPS traffic (port 80 and port 443) will be allowed from the client to the Presentation layer through the State's firewall systems for Internet based applications. Extranet applications must use the State VPN for communications between the client and Presentation layer. Applications requiring additional ports opened on the State's firewall systems are strongly discouraged. In all cases, no direct client access to either the Business Logic layer or Database layer will be permitted. If a specific technical solution requires that additional firewall ports be opened, then the presentation of that technical solution must include and clearly identify the advantages to the State for taking on such an additional security risk. Applications and solutions will be designed to allow for the configuration of ports utilized at implementation, however, applications and solutions will not utilize or implement dynamic allocation of ports.
6. **Security - Presentation Layer Input Validation.** Safeguards must be included in all applications to protect the State's data and technical resources. Presentation layer coding must include (at a minimum) specified user input validation checks to guard against unauthorized access. See EWTA on the DOIT website and Section 4 of this document

regarding Open Web Application Security Project (OWASP) presentation layer input validation guidelines.

7. **Security – Web Authentication.** The State's direction is to allow users to input the same username and password to access different services. This strengthens the State's goal of providing a common look and feel environment in which users perceive they are interacting with State government as a whole, as opposed to many agencies and departments individually. The State has adopted a single sign-on solution utilizing Novell E-Directory, ID Mgr, Access Mgr services. The use of a secondary or alternate sign-on process is not allowed. All agency-specific secondary sign on processes are in addition to, not in lieu of, the above mentioned authentication products.   Multiple factor authentication is also allowed as a complement to the single sign-on solution the use of Active Directory for authentication is limited to Exchange, legacy support and file and print scenarios. Agencies should have a complete and uniform vetting process for employee identifications, role establishment and association. A formal set of more complete guidelines has been developed and is available.

8. **Security Review.** The State reserves the right to test all applications from a security perspective and require that any vulnerability identified by such testing be subject to remediation. Testing will occur prior to implementation and may occur post implementation (possibly on a recurring basis).

9. **Documentation.** All system architectures, applications and application components will be documented at a level sufficient to allow individuals other than the original developer(s) to maintain, support and enhance the application solution. Described in Section 1.2.

10. **Source Code.** The State retains the right to review application source code prior to implementation and while in production status.

11. **Development, Test and Production Servers, Monitoring and Logging.** All web-based applications must be tested in an appropriate n-tiered environment to ensure compatibility, reliability and reasonable performance under load while operating in the State's production environment. It is anticipated that the sophistication and completeness of the testing environment, tools and procedures will be proportional to the size and complexity of the target system. The test environment configuration, tools and procedures will be presented to the agency and the production hosting organizations for review and approval. Applications in development or test status will not be permitted on production servers.

12. **Disaster Backup and Recovery (DBAR).** All critical applications will be designed with Disaster Recovery and Business Continuity in mind. The planning and documentation of such critical applications will include the necessary DBAR content.

3. CONCEPTUAL ARCHITECTURE PRINCIPLES

Online version can be viewed at http://www.ct.gov/doit/LIB/doit/downloads/conarch.pdf

3.1 BUSINESS ORIENTED

1. Information is valued as an enterprise asset, which must be shared to enhance and accelerate decision-making.
2. The planning and management of the State's enterprise-wide technical architecture must be unified and have a planned evolution that is governed across the enterprise.
3. Architecture support and review structures shall be used to ensure that the integrity of the architecture is maintained as systems and infrastructure are acquired, developed and enhanced.

4. We should leverage data warehouses to facilitate the sharing of existing information to accelerate and improve decision-making at all levels.
5. IT systems should be implemented in adherence with all security, confidentiality and privacy policies and applicable statutes.
6. The enterprise architecture must reduce integration complexity to the greatest extent possible.
7. Systems must be designed, acquired, developed, or enhanced such that data and processes can be shared and integrated across the enterprise and with our partners.
8. We will consider re-use of existing applications, systems, and infrastructure before investing in new solutions. We will build only those applications or systems that will provide clear business advantages and demonstrable cost savings
9. New information systems will be implemented after business processes have been analyzed, simplified or otherwise redesigned as appropriate.
10. Adopt a total cost of ownership model for applications and technologies which balances the costs of development, support, disaster recovery and retirement against the costs of flexibility, scalability, ease of use and reduction of integration complexity.
11. Create a small number of consistent configurations for deployment across the enterprise.
12. A standardized set of basic information services (e.g., email, voicemail, e-forms) will be provided to all employees.

3.2 TECHNOLOGY ORIENTED

1. Applications, systems and infrastructure will employ reusable components across the enterprise, using an n-tier model.
2. The logical design of application systems and databases should be highly partitioned. These partitions must have logical boundaries established and the logical boundaries must not be violated.
3. The interfaces between separate application systems must be message-based; this applies to both internal and external systems.
4. We must deploy application systems that are driven by business events.
5. We should separate on-line transaction processing (OLTP) from data warehouse and other end-user computing.
6. The State shall adopt and employ consistent software engineering practices and methods based on accepted industry standards.

3.3 BUSINESS CONTINUITY ORIENTED

1. IT solutions will use industry-proven, mainstream technologies.
2. Priority will be given to products adhering to industry standards and open architecture.
3. An assessment of business recovery requirements is mandatory when acquiring, developing, enhancing or outsourcing systems. Based on that assessment, appropriate disaster recovery and business continuity planning, design and testing will take place.
4. We must implement a statewide backbone network that provides a virtual, enterprise-wide local area network
5. The underlying technology infrastructure and applications must be scalable in size, capacity, and functionality to meet changing business and technical requirements.

4. DOIT STRATEGIC STANDARDS AND PRODUCTS

Information technology applications will be required to follow the EWTA (Enterprise Wide Technology Architecture) standards described in this section and in the tables below. Version levels represent the minimum accepted level.

4.1   REQUEST FOR WAIVER

Deviation from these guidelines requires prior approval by DOIT. The existing Architecture Exception process should be used for this purpose.

4.2   DOIT STRATEGIC STANDARDS AND PRODUCTS

Table Legend

Red new standard (New)

Green updated standard (Update)

If an item has been 'left blank' it means that the State of Connecticut has not yet researched and/or adopted a product or standard.

Table 1 Application Development Domain Standards as of October 17, 2006

Technical Standards		
	Client Interface Standards (Presentation tier)	
	Web Browser User Interface Microsoft IE for baseline QA testing	
New	PDA - Microsoft Mobile 5.0	
	Standard Business Tier Languages	
Update	COBOL LE	
Update	JAVA (J2EE 1.4 SDK) for use with WebSphere 6.0 (for new projects) J2EE 1.3 SDK for use with WebSphere 5.1 (for "legacy" application support only)	
Update	VB 2005 (for new projects) VB.NET 2003 (for "legacy" application support only)	
Update	ASP.NET 2003	
Update	.NET Framework 2.0 (for new projects); .NET 1.1 for "legacy" application support only)	
	Inter/Intra Application Communication	
Update	SOAP ver 1.2	
Update	XML ver 1.0 / 1.1	
Update	W3C XML Schema ver 1.1	
Update	XSLT 1.1	
Update	XPath 1.0	
	Web Development Standards	
Update	ASP.NET 2005	
Update	HTML 4.0	
	Java Server Pages / Servlets	
Update	JScript (limited client side edits, dynamics)	
Product Standards		
	Software Development Kits (SDKs)	
Update	SUN J2EE 1.4 SDK (JAVA)	

Update	Microsoft .NET 1.1 SDK
	Integrated Development Environments (IDEs)
Update	Borland JBuilder Enterprise 2006 (JAVA)
Update	Visual Studio 2005 (note: this does not include the Team version)
Update	Blue Sky RoboHelp (Help file creation)
	Configuration (Source Code) Management
	Mainframe
	HCM (IBM)
	.NET
Update	Microsoft Visual SourceSafe 6.0c
	JAVA
	left blank
	Code Analysis Tools
	left blank
	Object Modeling Tools
	JAVA
	left blank
	.NET
Update	Visual Modeler (part of Visual Studio 2005)
	Enterprise Reporting / Structured Information Delivery
	Mainframe
	QMF (Mainframe only)
	Server Based
Update	Crystal Professional 11
Update	MS SQL Server Report Services 2005 (.NET only)
	Ad Hoc Query/Analysis
	Mainframe
	QMF
	Server Based
	left blank
	Desktop
Update	SAS
	Online Analytical Processing (OLAP)
	left blank
	Geographic Information Systems (GIS)
	ESRI ArcGIS Desktop 8.x (Includes ArcView 8.x and ArcInfo 8.x)
	Intergraph GeoMedia Professional 5.x (limited)
	ESRI ArcPad 6.x
	ESRI ArcIMS 4.x
	Standard Project Management Tools
	MS Project (individual)
	Application Coding Standards
	JAVA
	left blank

	VB.net
Update	Visual Basic .2005 (for new projects) VB.NET 2003 (for "legacy" application support only)
	Video Media Content Creation
	Live Broadcast
New	Microsoft Media Encoder ver. 9
	Mixed PowerPoint and Video
New	Microsoft Producer for PowerPoint 2003
Technical Standards	
	Protocols
	SMTP 3.0
	MIME
	LDAP
Update	XML 1.0 3rd Edition
Update	Novell DirXML

Table 2: Collaboration Domain Standards as of October 10, 2006

Product Standards	
	E-Mail; Calendar Sharing/Scheduling
	Server Products
Update	Exchange 2003
	Client Products
Update	Outlook 2003
Update	Outlook Web Access 2003
	Extended Collaboration
Update	Exchange 2003 (routing of documents)
Update	FileNet P8 Document Management
Update	FileNet P8 IDM & Desktop Capture
Update	Traction 3.x (Threaded discussions and blogs)
	Process Management
	FileNet P8 Workflow
	Directory Services
Update	Active Directory - Mail Account Mgmt for Exchange 2003
Update	Active Directory - Win2003 Server file and print services
Update	NDS e-directory ver 8.9 (for web authentication and for single sign-on)
	Secure E-Mail and FTP
Update	Tumbleweed MailGate (updated version of Tumbleweed)
Other Standards	
	Web Related
Update	DSF Portal Management 2.x
Update	Web Accessibility Standards - 508 compliant
	Office Productivity
Update	MS Office XP (2003)

Table 3: Data Management Domain Standards as of October 17, 2006

Data Base Products		
	Mainframe	
	IBM DB2	
	Server Based Products	
	ORACLE VER 10	
	SQL Server 2000 / 2005	
	IBM DB2 (UDB)	
	GIS Data Base (Specialty)	
	ESRI ARCSDE	
	ESRI GEO DB	
	Desktop	
Update	MS Access 2002/XP (Personal)	
	SAS	
Tools		
	Data Modeling Tools	
Update	ERWIN	
	Database Back-up and Recovery	
	"Batch"	
	DB2 UTILITIES	
	ORACLE UTILITIES	
	IMPORT/ EXPORT	
	SQL SERVER UTILITIES	
	"Live Backup"	
	Tivoli Storage Manager 5.2	
	EMC Agent	
	ETL (Extract Transform Load)	
	Mainframe	
	INFORMATICA	
	Server Based	
	left blank	
	Data Dictionary/Repository	
	left blank	
Data Base Middleware		
	Language/Product Specific	
Update	ADO dot NET (2003)	
	DB2 CONNECT-DRDA	
	JDBC ver 2.1	
	Generic	
Update	ODBC 3.x	
	OLE DB	

Table 4: Middleware Domain Standards as of October 10, 2006

Technical Standards		
	Interface / Transport	
	Protocols/APIs	
Update	ODBC 3.x	
Update	JDBC ver 2.1	
Update	AMI (IBM)	
	OLE DB	
	MSMQ API	
Update	XPath 1.0	
	Messaging Format	
Update	SOAP 1.2	
Update	XML 1.0 / 1.1	
Update	EDI X12	
New	UDDI v 2.0 / 3.0	
	Object Oriented	
	RPC/API	
	OMG/CORBA	
	RMI over IIOP (Sun)	
	JAVA	
Update	JTS ver. 1.0	
	EJB (J2EE 1.4)	
Update	J2EE 1.4	
	.NET	
	DNA/DCOM+ (Microsoft)	
Update	.NET (Microsoft)	
Product Standards		
	TP Monitors	
	IBM TX Series (CICS)	
	Microsoft MTS	
Update	JTS ver. 1.0	
	Terminal Emulation (3270)	
	Server Based	
	IBM WebSphere Host Publisher	
	Personal Computer Based	
	Basic: MochaSoft TN3270 (FREE)	
	Advanced: Seagull BlueZone	
	Messaging	
Update	WebSphere MQ V5.2 (IBM)	
	Application Integration	
	Integration Servers	
Update	Oracle 9iAS Application Server (for Oracle only environments)	
	IBM WebSphere 6.0 (for new projects) WebSphere 5.3 for "legacy" application support only	
	Integration Software	

Update	WebSphere Message Broker
	.NET (Microsoft)
	DBMS Middleware
	left blank
Other Standards	
	Message Definitions
Update	XSL 1.0 (XSL-FO)
	EDI X12
	EDI UN/EDIFACT
Update	XLT 1.0

Table 5: Network Domain Standards as of October 10, 2006

Technical Standards	
	Cabling
	Twisted Pair Category 5E UTP
	Twisted Pair Category 6 UTP; Category 6E UTP
	Fiber - Multimode 62.5db
	Protocols LAN
	Link layer access protocol, Ethernet IEEE 802.3
	TCP/IP
	Wireless LAN IEEE 802.11g Wireless LAN
	100BaseT
	1000BaseT
	Protocols WAN
	TCP/IP
	Link layer access protocol, Ethernet IEEE 802.3
	Domain Name System (DNS)
	SSL ver 3
	VPN Nortel/Secure Dynamics
	ATM
	Frame Relay
	ISDN
	ADSL
	EIGRP
	BGP (Border Gateway Protocol)
	Wireless cellular telephone communications
	TDMA
	CDMA
	CDPD
	GSM)
	VIDEO
	Network Protocols
	ITU H.320 (audio)

	ITU H.323 interoperability standards
	CODECs
	MPEG2
	WMV 9
	Private Branch Exchange (PBX)
	Protocols
	ISDN PRI compatibility
	Analog services compatibility
	T-1 compatibility
	Telephony
Update	Session Initiation Protocol (SIP)
	Fibre
New	Fibre Channel 2.0
	Protocols - Storage
New	FICON
New	SCON
	File Access
New	SFIS
New	NFS
Product Standards	
	Routers
	CISCO
	HBAs
New	Emulex LP9802 (this is for consistency with installed base at DOIT data center)
	Fibre Switches (for SAN connectivity)
New	Brocade 3850,4100 (edge switches)
New	Braced 24000 (director switch)
Other Standards	
	Remote Monitoring
	Cricket 1.0.5

Table 6: Platform Domain Standards as of October 10, 2006

Technical Standards	
	Mainframe
	IBM Z-Series
	Mid-Range
	SUN V6800
	SUN V880
	SUN V280R
New	IBM P-Series 5xx, 6xx
	Application Server
Update	DELL PowerEdge 2950 Series (Intel XEON dual core) PREFERRED
Update	HP Proliant DL Series (Intel XEON) FOR Current HP based environments only

	Workstation
	Intel XEON dual core
	Desktop
Update	Intel Pentium 4; 945G chip set. (through JAN 2007) Intel Core 2 Duo; 965 chip set (pending JAN 2007)
	Notebook
	Intel Core Duo; minimum 945 GM Chipset with integrated 950 graphics chipset (through MARCH 2007)
	System Software
	Operating System
	Mainframe
	IBM Z/OS
	Server
	Sun Solaris 2.8 – 2.9 (also called Solaris 8 and Solaris 9)
Update	IBM-AIX 5.3
Update	MS Windows 2003 SP1
	Desktop/Notebook
Update	MS Windows XP Professional, SP2
	Local Area Network Operating Systems
	MS Windows 2003 SP1
	Virtual Partitions Intel Platform
Update	WMware Workstation 5 (desktops only)
Update	WMware ESX Version 2.52 (servers)
	Dedicated Infrastructure Server
	RedHat Enterprise Linux ES ver. 3
	Utility Software
	Distributed Patch Management
Update	PatchLink Update 6.x
	Software Distribution
	left blank
	TN 3270 Terminal Emulation
Update	Basic: MochaSoft TN3270 (FREE)
Update	Advanced: Seagull BlueZone
SAN, Storage, Tape	
	Managed Enterprise SAN
	EMC Clariion CX500, CX700
	Managed SAN / NAS
	EMC Clariion CX300
	Tape Backup System Software
	Tivoli Storage Manager ver. 5.2
New	Veritas Backup EXEX 10
Other Standards	
	Thin Client
Update	CITRIX Client ver 6
Update	CITRIX MetaFrame ver 2

Update	Microsoft Terminal Services 2003	

Table 7: Security Domain Standards as of October 10, 2006

Technical Standards		
	Security Protocols	
Update	SSLv3	
	802.1x	
	IPSec	
	Secret Key Technology	
	Kerberos	
New	AES 256 bit encryption	
	Directory	
	LDAPv3	
	X.509	
	LDIF 1	
Product Standards		
	Access Control	
	Firewalls	
	software & hardware products not provided due to security concerns	
	Proxy	
Update	WebTrack SMARTFILTER DA	
	N2H2	
	Intrusion Detection and Prevention	
	Network	
Update	ISS Preventia	
	Host Based	
	left blank	
	Protocol Analysis	
	NAI Sniffer Pro	
Update	TCPDump	
	Scanning and Penetration Testing	
	Software - DBMS	
Update	AppDetective	
	Software - Application	
	left blank	
	Hardware	
	NESSUS	
New	SARA	
	E-Mail Content Filtering and Virus Protection	
New	McAfee 3300 (WebShield A/V and Anti Spam)	
	System Configuration/Management	
Update	E-Policy Orchestrator	
	System Logging Infrastructure	
	left blank	

|	*Identification/Authentication*
	Mainframe
	ACF-2
	User Authentication (Server based)
Update	Radius with ACE Software
	End Point Security (Device Authentication)
Update	Enterasys TES
Update	Cisco NAC
	Web-Based Application Authentication
New	Novell iChain and eDirectory (ver. 8.9)
	Single Sign-On
New	Novell iChain, Novell Identity Manager
	Strong Token
	RAS-Secure ID
	Directory
	Novell eDirectory ver. 8.9 (for web authentication and single sign-on)
	Active Directory 2003 for file and print services; for Exchange authentication
	Biometrics
	left blank
	Public Key/Private Key
	left blank
	Digital Certificates
	left blank
	Digital Signatures
	left blank
	Virtual Private Networks (VPN
	Nortel Contivity VPN
	Secure Email and FTP
	Intranet
New	Tumbleweed MailGate (updated version of Tumbleweed) - used for secure e-mail and secure FTP
	Internet
	left blank

Table 8: Systems Management Standards as of October 10, 2006

Technical Standards	
Protocols	
	SNTP (Simple Network Time Protocol)
	RMON
	Web-Based Enterprise Management (WBEM)
	Java Management API (JMAPI)
Update	DMI ver 2.0s
Update	SNMP v2
Product Standards	
Help Desk problem ticketing, tracking etc.	
	IMPACT
	Asset Management
	left blank
	Remote Monitoring Desktop/Server systems management
Update	NetView 6000
	What's Up Gold
	Cricket 1.0.5
	Remote Monitoring mainframe
	Omagamon
	NetView for OS/390
	TMON
	Network Management
	General Purpose
	NetView 6000
	Hardware Specific
	Cisco Works
	Other
	Fluke Network Inspector
SAN Management	
New	EMC Control Center
Web Site Analysis	
New	Cricket 1.0.5
Software Distribution/Imaging	
Server	
Update	Ghost
Router	
	Cisco Works
Desktop	
	PatchLink 6.x
Update	Ghost
System Recovery	
	left blank

6. MICROSOFT APPLICATION REQUIREMENTS

6.1 MICROSOFT .NET APPLICATION ARCHITECTURE

Three Tier Logical AND Physical Application Architecture will be used for Public Access Hosted Applications as depicted in the below:
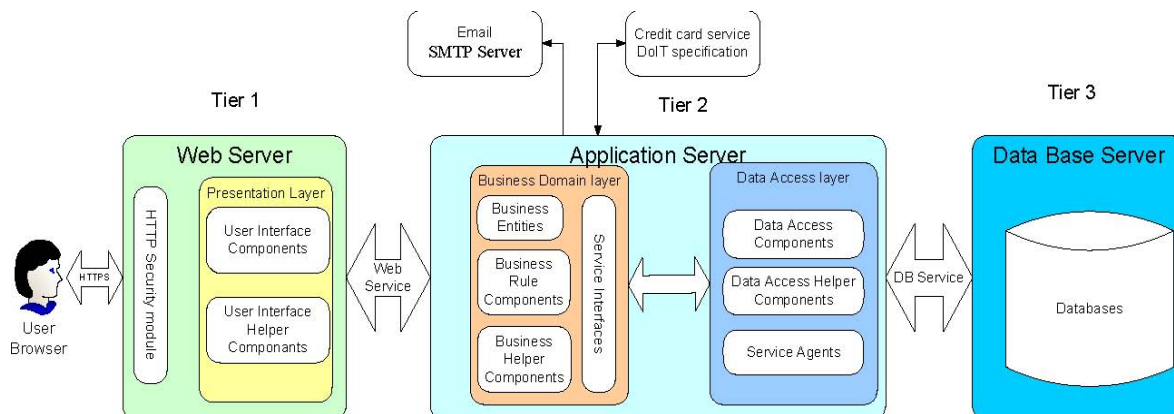
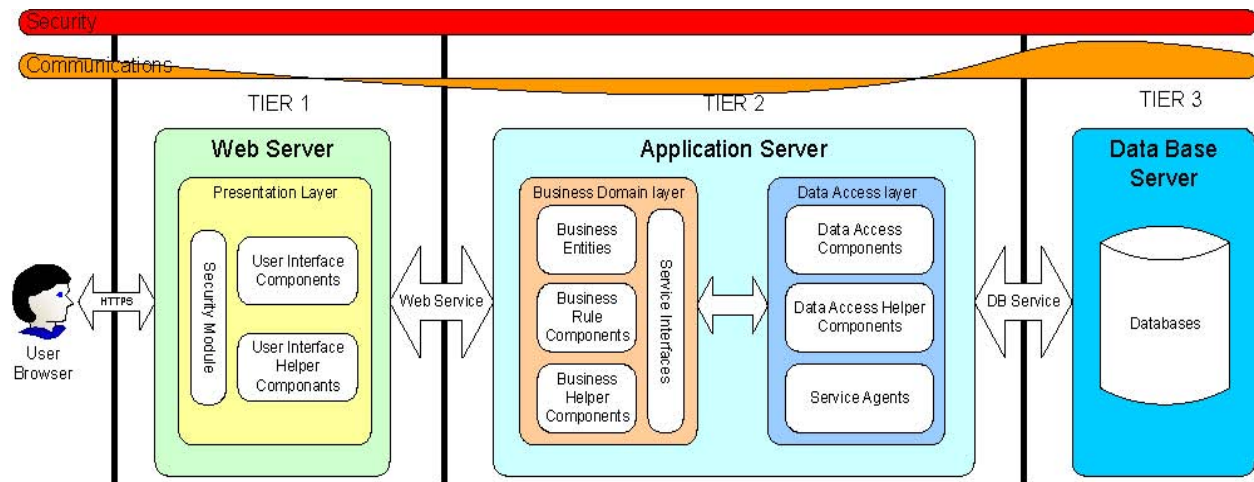**Figure 1: Three Tier Application Architecture**

Table 10: .NET Architecture

IE baseline	Web Service	DB Service
Browser	native controls XML version 1.0 / 1.1	ADO or native controls
Web Server	**Application Server**	**Database Server**
ASP.NET 2.0 .NET Framework 2.0	C#.net or VB.net Visual Studio 2005	SQL Server 2005
HTML 4.0	.NET Framework 2.0	
Crystal Runtime	Crystal 11	

6.2 APPLICATION HOSTING .NET ARCHITECTURE

Three Tier Logical and Physical Application Architecture will be used for Public Access Hosted Applications as depicted in the below:

Figure 2: Three Tier Application Architecture – Public Access Hosted Applications

1. The User's Web Browser will only talk to the presentation layers on the Web Server and the Web Server is considered the 1ST Tier in the State 3 Tier model.
2. DOIT standards do not allow any direct presentation layer access to the database
3. DOIT has two network models, one for Internal State use and one for External Public access use. Any application requiring user access from both internal and external users will be standardized on an external model.
4. Secured Socket Layer (SSL) 128 bit encryption must be used for External or External/Internal combination applications. Best practice to use a certificate for the leading URL only.
5. DELL Hardware / Microsoft Windows 2003 SP2 server systems. The server specifications are determined by the Distributive Server Systems team in coordinated with the application performance needs.
6. Mirrored Staging and Production environments must be used for each applications, other environments such as Training can be added at the request of the customer
7. DOIT adheres to server consolidation strategies by deploying virtualization with VMWare. Virtual and shared servers are standard for staging environments. Virtual and shared servers are available in production environments if the application load and performance meets certain specifications and cost is a primary option.
8. Load Balancing will only be used for extremely high volume transaction applications only and the technology will be supplied by DOIT. High Availability architecture with Load Balancing systems will only be used for applications that require true 24X7 user access such as Public Safety systems
9. The application connection traffic between all 3 servers and tiers must be port specific and be provided by DOIT or agreed to by DOIT.
10. Application databases will be deployed on a Storage Area Network device, local disk is only used for base Operation System
11. Crystal Reports software is the standard reporting software tool. Heavy reporting solutions must separate the transaction and reporting databases into two servers (Physical or Virtual depending on environment).
12. Applications must use the DOIT centralized PayFlow server and software for online Credit Card processing. The DOIT development team will supply the application

developer with the needed instructions on how to integrate to the PayFlow system.

13. Applications will use the DOIT HTTP security module architecture for application user Identification and Authorization.
14. The DOIT application hosting team will deploy all software with hands-off guidance from the vendor application development deployment team. Deployment instructions must be supplied by the vendor 30 days prior to installation date.
15. Vendors/Agency Staff will not have any direct access to systems or software hosted at DOIT. All deployment work will be supervised and any changes to the application code will be deployed by DOIT hosting staff.
16. Vendors/Agency Staff must supply ALL documentation with regards to software deployments, configuration and ongoing support (upgrades, patches, etc)
17. Applications must have integration and data flow diagrams with regard to deploying a 3 tier physical application and they must be port specific, see below –
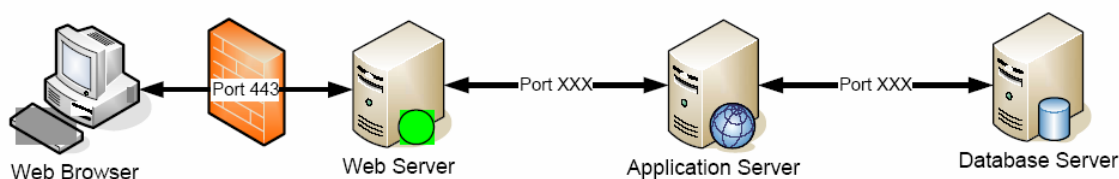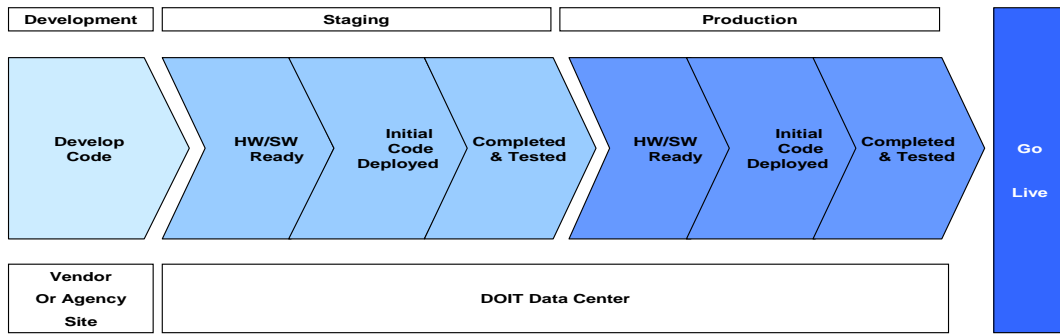

Figure 3: Three Tier Application – Port Specific Diagram

18. Application tier connection traffic should be configurable at deployment in a configuration file. This should include database connection configurations.
19. All application administration functions that need to be performed by an agency staff member must be done through a web browser or application thin client.
20. Vendors/Agency Staff will be able to FTP all application code to and from DOIT secured areas for initial deployment and upgrades
21. Vendors/Agency Staff will not have remote support access, all support work will be done by DOIT hosting staff with guidance from the vendor support team
22. Stress and regression test scripts and software must be used to fully test the application after any new release or upgrade and before moving from staging to production. Testing parameters will be supplied through Internal State documents for Agency user requirements.
23. Vendors/Agency Staff must adhere to DOIT ITIL based change control procedures and process
24. DOIT deploys an ITIL Release Management process, all code must be tested in staging environment and UAT accepted before moving to production environments, see below:

Development	Staging	Production

| Develop Code | HW/SW Ready | Initial Code Deployed | Completed & Tested | HW/SW Ready | Initial Code Deployed | Completed & Tested | Go Live |

Vendor Or Agency Site	DOIT Data Center

7. JAVA APPLICATION REQUIREMENTS

JAVA Application Hosting Architecture Standards and Guidelines
(updated 1 May 2009)

1. Three Tier Logical and Physical Application Architecture will be used for Public Access Hosted Applications as depicted in the below –
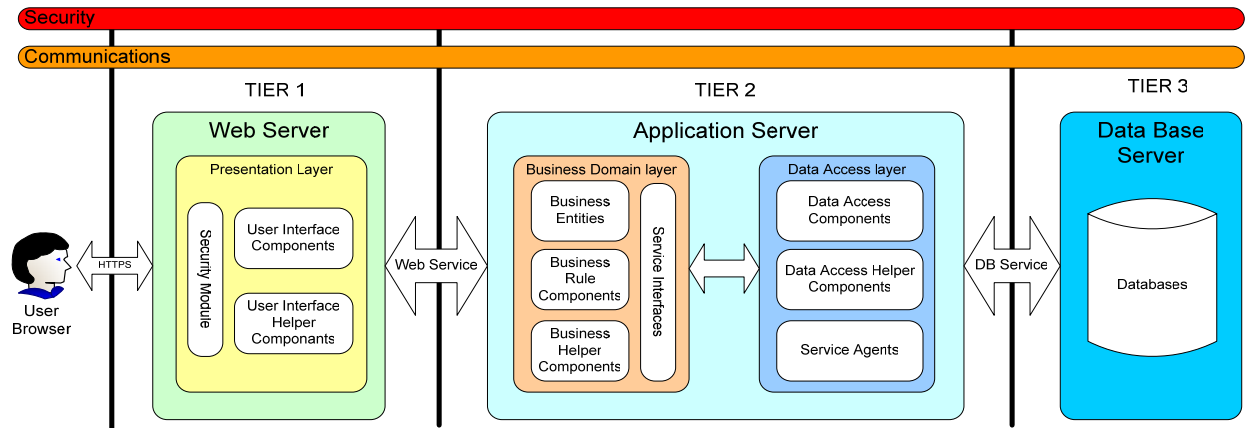

Table 1: JAVA Stack Architecture

IE baseline	Web Service	DB Service
Browser JVM	native controls XML version 1.0 / 1.1	JCA 1.5; JDBC 3
Web Server	**Application Server**	**Database Server**
IIS 6.0	JBoss EAP 4.3 (Windows); WebSphere 6 (Windows, Z/OS)	SQL Server 2005 /2008 Oracle 10g or 11g
HTML 4.0	Java EE Hibernate EJB 3.0	
Jscript .NET 3.x	Java 5 .0	
Crystal Runtime	Crystal 11 MS SSRS	

2. The User's Web Browser will only talk to the presentation layers on the Web Server and the Web Server is considered the 1st Tier in the State 3 Tier model.

3. DOIT standards do not allow any direct presentation layer access to the database.

4. DOIT requires a Web Server with a Java plug-in as the presentation layer. All DOIT Web servers are DELL Hardware / Microsoft Windows 2003 SP2 server systems.

5. DOIT supports IBM WebSphere or JBoss Application Server for the Application engine.

6. DOIT pairs JAVA Application Software with Database Software, the two models supported are - IBM WebSphere Application Server with IBM DB2 database or JBoss Application Server with either Microsoft SQL Server or Oracle Database. No other hybrids will be considered.

7. Secured Socket Layer (SSL) 128 bit encryption must be used for External or External/Internal combination applications. Best practice to use a certificate for the leading URL only.

8. DOIT supports DELL Intel Hardware / Microsoft Windows 2003 SP2 server systems for IBM WebSphere or JBOSS Application Server (SUN Hardware / Software serves are limited to existing implementations.) The server specifications are determined by the DOIT Distributive Server Systems team in coordinated with the application performance needs.

9. DOIT has two network models, one for Internal State use and one for External Public access use. Any application requiring user access from both internal and external users will be standardized on an external model.

10. Mirrored Staging and Production environments must be used for each applications, other environments such as Training can be added at the request of the customer

11. DOIT adheres to server consolidation strategies by deploying virtualization with VMWare. Virtual and shared servers are standard for staging environments. Virtual and shared servers are available in production environments if the application load and performance meets certain specifications and cost is a primary option.

12. Load Balancing will only be used for extremely high volume transaction applications only and the technology will be supplied by DOIT. High Availability architecture with Load Balancing systems will **only be used** for applications that require true 24X7 user access such as Public Safety systems

13. The application connection traffic between all 3 servers and tiers must be port specific and be provided by DOIT or agreed to by DOIT. There is no dynamic assignment of ports.

14. Application databases will be deployed on a Storage Area Network device, local disk is only used for base Operation System

15. Crystal Reports software or Microsoft SQL Server Reporting Serves are the standard reporting software tools. Heavy reporting solutions must separate the transaction and reporting databases into two servers (Physical or Virtual depending on environment).

16. Applications must use the DOIT centralized PayFlow server and software for online Credit Card processing. The DOIT development team will supply the application developer with the needed instructions on how to integrate to the PayFlow system.

17. Applications will use the DOIT HTTP module for security.

18. The DOIT application hosting team will deploy all software with hands-off guidance from the vendor application development deployment team. Deployment instructions must be supplied by the vendor 30 days prior to installation date.

19. Vendors/Agency Staff will not have any direct unsupervised access to systems or software hosted at DOIT. All deployment work will be supervised and any changes to the application code will be deployed by DOIT hosting staff.

20. Vendors/Agency Staff must supply ALL documentation with regards to software deployments, configuration and ongoing support (upgrades, patches, etc)

21. Applications must have integration and data flow diagrams with regard to deploying a 3 tier physical application and they must be port specific, see below –

Web Browser   Port 443   Web Server   Port XXX   Application Server   Port XXX   Database Server
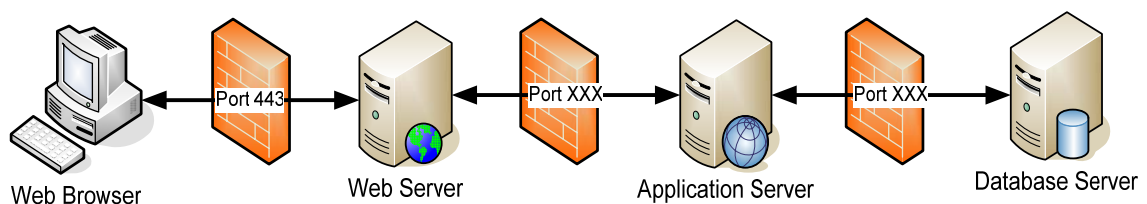
22. Application tier connection traffic should be configurable at deployment in a configuration file. This should include database connection configurations.

23. All application administration functions that need to be performed by an agency staff member must be done through a web browser or application thin client.

24. Vendors/Agency Staff will be able to FTP all application code to and from DOIT secured areas for initial deployment and ongoing upgrades. Vendors will have the ability to deploy and test code in staging only.

25. Vendors/Agency Staff will not have remote support access, all support work will be done by DOIT hosting staff with guidance from the vendor support team

26. Stress and regression test scripts and software must be used to fully test the application after any new release or upgrade and before moving from staging to production. Testing parameters will be supplied through Internal State documents for Agency user requirements.

27. Vendors/Agency Staff must adhere to DOIT ITIL based change control procedures and process

28. DOIT deploys an ITIL Release Management process, all code must be tested in staging environment and UAT accepted before moving to production environments, see below
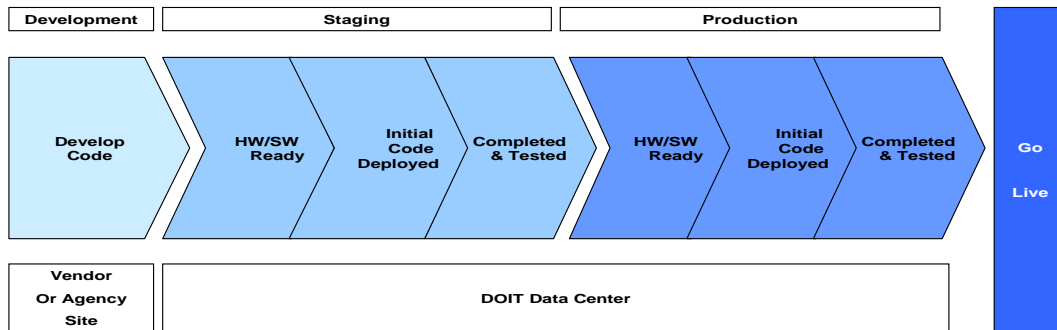
Appendix 1
Development Guidelines for Web Based Applications

Date: Sept 27, 2006   Version 3.1 (updated June 24, 2008)

Purpose

These Web Development Guidelines are intended to inform prospective bidders of the State's IT architecture, including various standards and guidelines that support our web-based computing environments – intranet, extranet, and Internet.

Background

The State has built, and is committed to maintaining a secure, cost effective computing environment capable of supporting various web pages and applications.

The State must protect its investment by ensuring that vendors develop according to the State's architecture requirements. Compliance with these standards will ensure the portability necessary to host agency applications and web pages and will also ensure the compatibility, reusability, and scalability of applications. The goal of these standards and architectures is to enhance an agency's ability to shorten development time, ensure security and reliability, and extend application longevity.

In addition to the guidelines within this document, the State has adopted a set of Conceptual Architecture Principles. These principles are intended to align technology solutions that meet the current business needs of the State.

In sum, to make the highest and best use of the State's IT assets, these guidelines have been prepared. Compliance with the standards and guidelines shall be considered when evaluating proposals for state computer systems. The Department of Information Technology (DoIT) will not approve any procurement for products or services that would result in a contravention of these guidelines.

Request for Waiver

Deviation from these guidelines requires prior approval by DoIT. The existing Architecture Exception process should be used for this purpose.

Requirements

1. **N-tiered application development.** All Web applications shall be designed with the presentation, business logic and data layers both logically and physically separated to increase portability, scalability, re-usability and to support simplicity. This design is commonly referred to as n-tier application development architecture.
   The State requires the use of at least 3 logical tiers implemented as at least 3 physical security zones. These tiers are presentation, business or application logic, and data base (or data storage).
   As an example using a Microsoft based solution architecture this would imply an IIS web server, a separate IIS based application server (for ASP.NET, or VB.NET or C#.NET object and application components, plus data access, and an SQL

Server or other DBMS on a third server. These servers are physically located in security zones isolated from one another by firewalls. (Note: VMware partitions can be used instead of physical servers, but the traffic between the partitions must be through either hardware or software firewalls.)

2. **Technology Standards.** The State maintains a dynamic listing of current technology standards for consideration in new application and web page development.

3. **Accessibility.** All applications and pages developed for the State must be compatible with the principles and goals contained in the electronic and information technology accessibility standards adopted by the Architectural and Transportation Barriers Compliance Board under Section 508 of the Federal Rehabilitation Act of 1973 (29 U.S.C. 749d), as amended, and with the State Accessibility guidelines developed pursuant to HEA 1926, Acts of 2001. These guidelines are listed via a link available at
http://www.access.state.ct.us/policies/accesspolicy40.html.

4. **Hosting.** Both the logical and physical separation of the presentation, application and database layers is crucial to the State's hosting strategy. The Technical Review Board will conduct a technical evaluation of each application. This evaluation, among other reviews, will determine the appropriate location and security zone for hosting each of the presentation, application and database layers/servers. The technical evaluation will occur in the Business Requirements Analysis phase (or early in the System Design phase) of the State's System Development Methodology.

5. **Support.** Unless exempted in a RFP or an ITB, vendors are required to include a plan for ongoing application and page support. The plan shall include information regarding the appropriate technical skill sets and approximate quantity of support required. The plan shall also identify whether application support is to be conducted from within the State's network backbone or from an external source outside of the State's firewall systems which must be done using the State VPN.

6. **Security – Protocols.** Only HTTP and HTTPS traffic (port 80 and port 443) will be allowed from the client to the Presentation layer through the State's firewall systems for Internet based applications. Extranet applications must use the State VPN for communications between the client and Presentation layer. Applications requiring additional ports opened on the State's firewall systems are strongly discouraged. In all cases, no direct client access to either the Business Logic layer or Database layer will be permitted.
If a specific technical solution requires that additional firewall ports be opened, then the presentation of that technical solution must include and clearly identify the advantages to the state for taking on such an additional security risk. Applications and solutions will be designed to allow for the configuration of ports utilized at implementation, however, applications and solutions will not utilize or

implement dynamic allocation of ports.

7. **Security - Presentation Layer Input Validation.** Safeguards must be included in all applications to protect the State's data and technical resources. Presentation layer coding must include (at a minimum) specified user input validation checks to guard against unauthorized access. Appendix 2 provides detail of specific presentation layer input validation guidelines.

8. **Security – Web Authentication.** The State's direction is to allow users to input the same username and password to access different services. This strengthens the State's goal of providing a common look and feel environment in which users perceive they are interacting with State government as a whole, as opposed to many agencies and departments individually. The State has adopted a single sign-on solution utilizing Novell eDirectory Access Gateway and ID Manager products.
The use of a secondary or alternate sign-on process is not allowed. All agency-specific secondary sign on processes are in addition to, not in lieu of, the above mentioned authentication products.   Multiple factor authentication is also allowed as a complement to the single sign-on solution. The use of Active Directory for authentication is limited to Exchange, legacy support and file and print scenarios.
A formal set of more complete guidelines has been developed and is available.

9. **Security Review.** The State reserves the right to test all applications from a security perspective and require that any vulnerabilities identified by such testing be subject to remediation. Testing will occur prior to implementation and may occur post implementation (possibly on a recurring basis).

10. **Documentation.** All system architectures, applications and application components will be documented at a level sufficient to allow for individuals other than the original developer(s) to maintain, support and enhance the application solution. Additional information and guidance on documentation will be provided in the near future as part of the State's System Development Methodology. (See item 13 below for additional documentation requirements).

11. **Source Code.** The State retains the right to review application source code prior to implementation and while in production status.

12. **Development, Test and Production Servers, Monitoring and Logging.** All web-based applications must be tested in an appropriate n-tiered environment to ensure compatibility, reliability and reasonable performance under load while operating in the State's production environment. It is anticipated that the sophistication and completeness of the testing environment, tools and procedures will be proportional to the size and complexity of the target system. The test environment configuration, tools and procedures will be presented to the agency and the production hosting organizations for review and approval.

Applications in development or test status will not be permitted on production servers.

13. **Disaster Backup and Recovery (DBAR).** All critical applications will be designed with Disaster Recovery and Business Continuity in mind. The planning and documentation of such critical applications will include the necessary DBAR content.

14. **Use of State System Development Methodology.**
As per State IT Policy, all application development must adhere to the State's System Development Methodology (SDM). As of this writing, the SDM is only available to State agencies via the Inside DOIT web site.
The SDM includes seven phases during which defined IT work products are created or modified. Not every project will require that the phases be sequentially executed; however, the phases are interdependent. Depending upon the size and complexity of the project, phases may be combined or overlap. Every advance to the next phase of the SDM requires a reasoned go/no go decision, and a formal sign-off from the Executive Sponsor. Cost-benefit data and analysis should become more detailed at each phase.

Phase 1: Define Business Issue Phase

Phase 2: Business Requirements Phase

Phase 3: Design Phase

Phase 4: Construction Phase

Phase 5: Testing Phase

Phase 6: Implementation Phase

Phase 7: Post Implementation Phase

# State of Connecticut

Department of Information Technology (DoIT)

Application Hosting
Standards Document
Appendix 2

New Project Process

➢ DoIT adheres to a standard System Deployment Methodology (SDM) process below for all application hosting projects as shown below –

Phase II Business Requirements	Phase III Design	Phase IV Construction	Phase V Testing	Phase VI Implementation	Phase VII Post Implementation	Phase VIII Maintenance
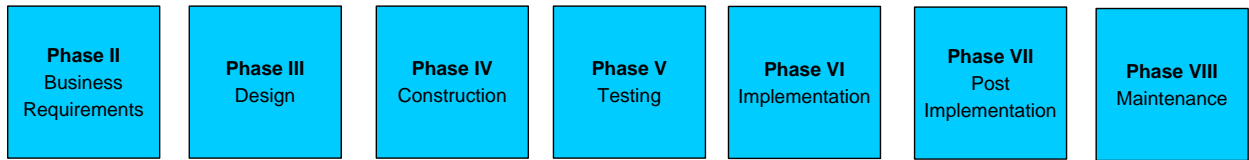
➢ SDM Phase IV, Phase V and Phase VI will be broken out as depicted below –
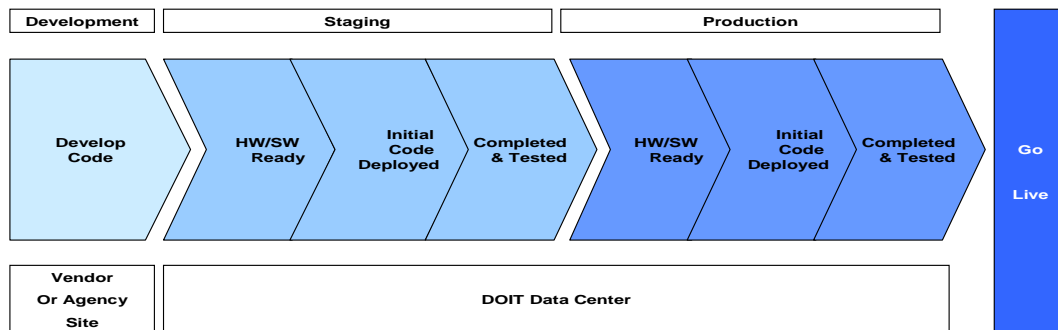
➢ No project schedules, hardware orders, software deployment or integration activities will be started at DoIT without a final design document approved by DoIT Application Hosting and a funding approval by DoIT Finance

Architecture

- ➢ DoIT supports two development technologies on distributive systems -

    - ▪ Microsoft ASP dot Net Framework with a SQL Database on Distributive Windows based servers.

    - ▪ J2EE framework either with Oracle Application Server and Oracle Database on Distributive Sun UNIX Platforms or IBM Websphere and UDB Database on Distributive Windows based servers.

- ➢ For Microsoft dot NET - DoIT uses DELL Hardware / Microsoft Windows 2003 SP2 server systems. The server specifications are determined by the Distributive Server Systems team in coordinated with the application performance needs. DoIT supports MS .Net 2.0 Framework and above, All SQL databases must be SQL 2005. Stored procedures are allowed but restricted.

- ➢ For J2EE - DoIT Web servers are DELL Hardware / Microsoft Windows 2003 SP2 server systems. DoIT supports IBM Websphere or Oracle Application Server for the Application engine. DoIT pairs JAVA Application Software with Database Software, the two models supported are - IBM Websphere Application Server with IBM UDB database or Oracle Application Server with Oracle Database.

- ➢ DoIT supports 3 tier logical application architectures supported on 2 and 3 tier physical systems depending on access (internal or external) and/or data security needs. Any application requiring user access from both internal and external users will be standardized on an external model. DoIT reserves the right to dictate the amount of physical tiers of an application for any reason.

- ➢ For external access (Internet) hosted applications, 3 physical tiers are preferred and required for any DB replication to internal systems as depicted in he below –
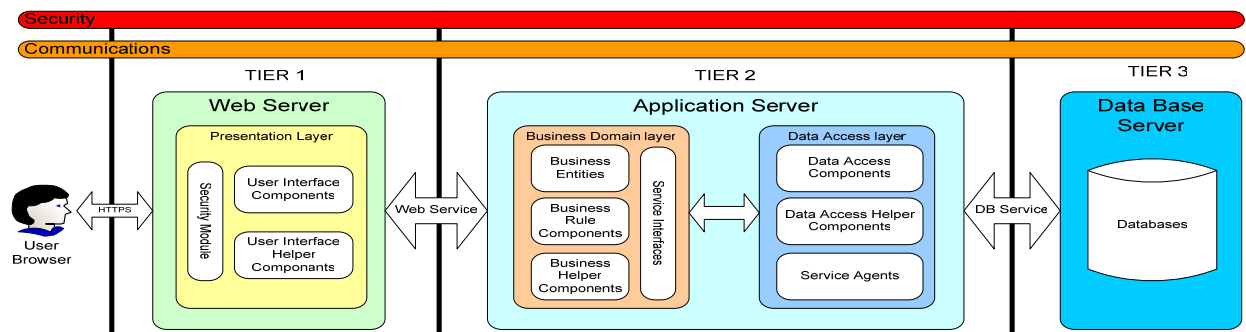
- ▪ The User's Web Browser will only talk to the presentation layers on the Web Server and the Web Server is considered the 1st Tier in the State 3 Tier model. DoIT standards do not allow any direct presentation layer access to the database.

➤ For Internal access (state only) or stand alone applications with non-confidential or read-only data, 2 physical tiers are acceptable as depicted in he below –
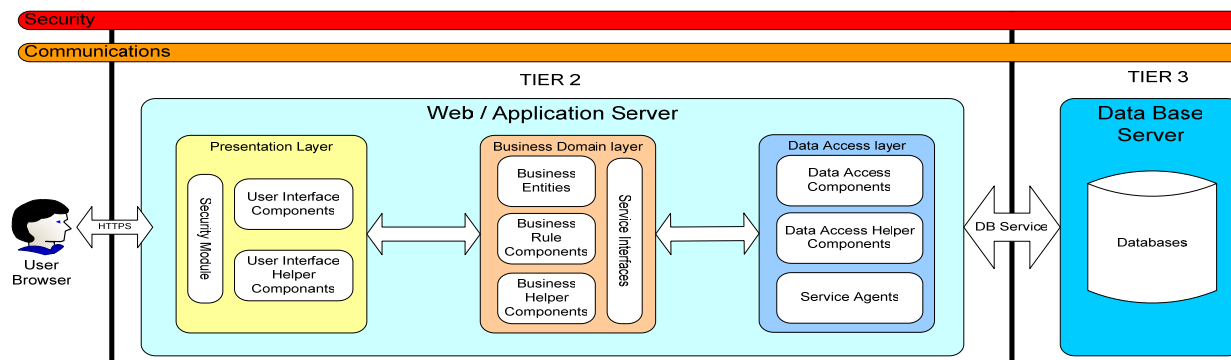
➤ Secured Socket Layer (SSL) 128 bit encryption must be used for External or External/Internal combination applications. Best practice to use a certificate for the leading URL only.

➤ Mirrored Staging and Production environments must be deployed for each applications, other environments such as Training can be added at the request of the customer.

➤ DoIT adheres to server consolidation strategies by deploying virtualization with VMWare. Virtual and shared servers are standard for staging environments. Virtual and shared servers are available in production environments if the application load and performance meets certain specifications and cost is a primary option.

➤ Load Balancing will only be used for extremely high volume transaction applications only and the technology will be supplied by DoIT. High Availability architecture with Load Balancing systems will only be used for applications that require true 24X7 user access such as Public Safety systems.

➤ Application databases will be deployed on a Storage Area Network device, local disk is only used for the base Operating System.

➤ Crystal Reports and MS SQL Reporting Service (SSRS) are state standard reporting software tools. Heavy reporting solutions must separate the transaction and reporting databases into two servers (Physical or Virtual depending on environment).

➤ Applications must use the DoIT centralized PayFlow server and software for online Credit Card processing. The DoIT development team will supply the application developer with the needed instructions on how to integrate to the PayFlow system.

➢ DoIT deploys a Novell Access Manager Single Sign-on solution with an HTTP proxy component of Novell Access Manager. Novell's Access Gateway is used to transform identity provider authentication and services into standard Web headers, form-fill responses and basic authentication responses. With this compatibility, Access Manager enables many existing Web applications to support the new identity standards without change.

➢ DoIT does not support direct Desktop access to the application or database servers for application functionality or administrative needs. All admin functionality must be built into the presentation layer web tier with the 2 or 3 tier models.

➢ DoIT does not host vendor development environments. All Vendor code, version controls system and compilation systems must be at the vendor's site. Integration configurations for DoIT specific environments must be built into administrative functions or set during deployment by DoIT staff with instruction documents supplied by the vendor.

  ▪ For Microsoft dot NET framework, directory structure must be used for code deployment. MSI or other file compression/expansion packages can be used for code deployment.

  ▪ For Java, a customized "Ear" or "War" file complied from the vendor or agency site must be used for code deployment. No on-site customization or compilation will be allowed at DoIT.

➢ Applications must have vendor integration and data flow diagrams with regard to deploying a n tier physical application and they must be port specific, all designs must be final at least 30 days before a vendor onsite software deployment will be scheduled, see below –
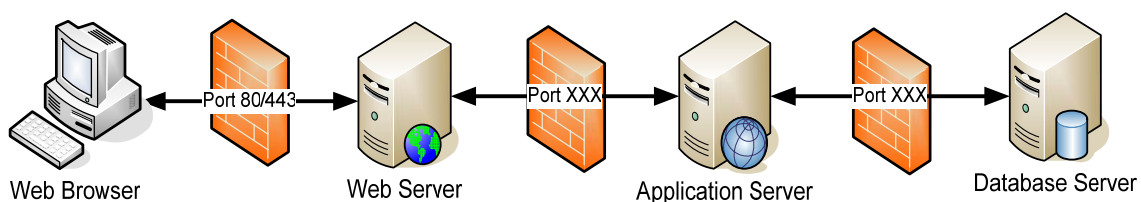
Application Software Integration

➢ The DoIT application hosting team will deploy all software with hands-off guidance from the vendor application development deployment team. Detailed custom deployment instructions must be supplied by the vendor 30 days prior to installation date.

➢ Vendors/Agency Staff will not have any direct unsupervised access to systems or software hosted at DoIT. All deployment work will be supervised and any changes to the application code will be deployed by DoIT hosting staff.

➤ Vendors/Agency Staff must supply all documentation with regards to software deployments, configuration and ongoing support (upgrades, patches, etc) before an application will go into production.

➤ Application tier connection traffic should be configurable at deployment in a configuration file. This should include database connection configurations.

➤ All application administration functions that need to be performed by an agency staff member must be done through a web browser.

➤ Vendors/Agency Staff will not have remote support access. All support work will be done by DoIT hosting staff with guidance from the vendor support team.

➤ Stress and regression test scripts and software must be used to fully test the application after any new release or upgrade and before moving from staging to production. Testing parameters will be supplied through Internal State documents for Agency user requirements.

➤ Test scripts and testing outcomes must be published before testing begins on all systems.

➤ No software will be installed or deployed without exact installation instructions. No application will go into production without a customized set of software installation instructions that include DoIT's specific configurations for system recovery.

Application Code Deployment and Support

➤ Application Software Integration and Code Deployment can be combining only during initial system integration to DoIT hosted systems. Ongoing code change must not include re-installation of core software systems.

➤ Vendors/Agency Staff will be able to FTP all application code to and from DoIT secured areas after initial deployment for ongoing upgrades. Vendors can FTP or bring software with them on removable media during initial deployment. Vendors will have the ability to deploy and test code in staging only remotely.

➤ DoIT deploys a staging and production environment for all application. The Staging environment is where initial or existing upgraded code is deployed first to be User Accepted Tested (UAT) and approved for production deployment. Production systems are locked out to any direct code or configuration changes.

➤ Staging and production code must be the same after a successful production migration. The staging area will not be used as a production failover area

➤ Production environments are highly restricted and only accessible by DoIT staff. All production changes must be deployed and tested in staging before DoIT will move it to production.

➢ Vendors/Agency Staff must adhere to DoIT ITIL based change control procedures and process.

➢ All changes to staging must be approved by the agency lead first. Staging changes can be implemented any day during normal business hours depending on DoIT resource availability. Staging changes must be sent via DoIT's online request form at least 3 business days before implementation.

➢ All staging software must be in place and tested at least 2 business days before requesting a production migration.

➢ All production changes must be done on Tuesday and Thursday only. All production changes must be sent via DoIT's online request form at least 3 business days before implementation

➢ Emergency changes outside the normal staging and production policies must go before an ITSM Change Control Board (CAB) for review and approval before being implemented.

➢ DoIT provides 24X7 hosting system problem response support only, actual recovery time depends on severity of the issue and supporting vendor SLAs. Application 24X7 problem response require that the application development vendor also have a 24X7 response SLA and staff to support the application.

Attachment 13 – Executive Order No. 19 - System Development Methodology

STATE OF CONNECTICUT

BY HER EXCELLENCY

M. JODI RELL

GOVERNOR

EXECUTIVE ORDER NO. 19

WHEREAS, the State of Connecticut spends millions of dollars each year on the acquisition, design, development, implementation, and maintenance of information systems vital to the health, safety, and welfare of its citizens; and

WHEREAS, ensuring information systems deliver as expected and within established costs and timelines requires the use of a consistent set of development practices and methods; and

WHEREAS, use of a System Development Methodology is a best practice used extensively by industries and sectors; and

WHEREAS a System Development Methodology can help ensure that information systems meet state and agency mission objectives, are compliant with current and planned technical architecture, and are easily maintained and cost-effective to enhance.
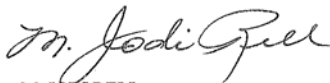
NOW THEREFORE, I, M. Jodi Rell, Governor of the State of Connecticut, acting by virtue of the authority vested in me by the constitution and by the statutes of this state, do hereby **ORDER** and **DIRECT** that:

The Department of Information Technology (DOIT) issue and publish a System Development Methodology (SDM) and an SDM Policy for the development of information systems;

Executive branch agencies, and all information technology vendors and consultants retained by Executive Branch agencies to develop and deliver technology, with the exception of State institutions of higher education, conform to the DOIT SDM and the DOIT SDM Policy when planning and executing IT projects; and

The Department of Information Technology shall periodically report to the Office of the Governor on the implementation of the SDM and the SDM Policy and their benefits to the State of Connecticut.
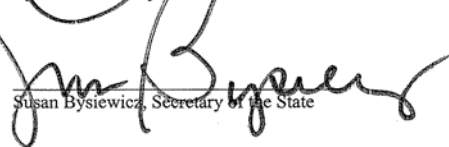
Dated at Hartford, Connecticut, this 19th day of June, 2008.

M. JODI RELL
Governor

By Her Excellency's Command

Susan Bysiewicz, Secretary of the State

Systems Development Methodology (SDM) Overview

SDM Frequently Asked Questions:

Q: What is the SDM policy?

A: On Friday, June 20, 2009Governor M. Jodi Rell issued Executive Order 19 requiring the use of the Department of Information Technology (DOIT) System Development Methodology (SDM) for all information technology (IT) projects in the Executive Branch. In addition, the Department of Information Technology has issued a new policy requiring the use of the SDM.

Q: Does this Project have to use the SDM?

A: All technology projects of this size and scope are required to utilize the SDM lifecycle framework.

Systems Development Methodology (SDM) Overview

SDM Frequently Asked Questions (Cont'd):

Q: How many phases of the System Development Methodology (SDM) are there and when will the SDM documentation be completed?

A: There are seven phases to the SDM - Business Issues, Business Requirements, Design, Construction, Testing, Implementation, and Post-Implementation. The entire SDM Methodology is complete and available within the SDM website

Q: **Who are the typical Project Steering Committee (PSC) Members?**
A:
- ➢ Agency Commissioners or Designee
- ➢ Executive Director or Designee
- ➢ Divisional Directors
- ➢ Not members of the day-to-day Project Team (i.e. not on the Project Team Wheel)

Q: What does the PSC do?
A:
- ➢ Sets business strategies within the targeted area;
- ➢ Sets priorities and allocates resources (people and budgets);
- ➢ Makes *Go*, *No-Go*, or *Redirect* decisions for any project in the business area throughout the entire project life cycle.

Systems Development Methodology (SDM) Overview

SDM v2.0 Deliverables by Phase

Business Issue
- Project Profile
- Phase Kickoff Meeting
- Solution Approach Document
- Cost/Benefit Analysis
- Project Management Plan
- Project Team Wheel
- Request for Information (RFI) (O)
- Phase-End Decision-Point Meeting

Business Requirements
- Phase Kickoff Meeting
- Business Process Model (O)
- Functional Requirements Workbook
- Non-Functional Requirements Workbook
- Technical Requirements Workbook
- Procurement – (O)
    RFP/ITB/SOW/Sole Source
- Proof of Concept Evaluation Form (O)
- Solution Alternatives Document
- Deployment Strategy & Plan
- Quality Strategy & Plan
- Phase-End Decision Point Meeting

Design
- System Design Document
- System Security Profile
- General Design Approval - TRB
- General Design Approval - PSC
- Detailed Design Approval - TRB
- Configuration Management Plan
- Release Strategy & Plan (O)
- Requirements Traceability Matrix
- Test Strategy & Plan
- Phase-End Decision-Point Meeting

Construction
- Backout/Recovery Plan
- Code & Unit Testing
- Code Review
- Disaster Recovery Plan (O)
- Environment Migration Checklist
- Development/ Test Environments
- Test Scenarios/Cases
- Test Data
- Training Plan
- User Doc & Training Materials
- Phase-End Decision-Point Meeting

Testing
- Environment Migration Checklist
- Integration Testing
- System Testing
- User Acceptance Testing
- Performance Testing (O)
- Recovery Testing (O)
- Test Summary Report
- System Bill of Materials
- Production Support & Admin Document
- Production Turnover Checklist
- Phase-End Decision Point Meeting

Implementation
- Business Process Change Deployment (O)
- Technology Solution Deployment
- End-User Training
- Approved Production Turnover
- Phase-End Decision Point Meeting

Post-Implementation
- Project Summary
- Project Shutdown

Legend: (O) - Optional

Deliverables Updated Each Phase:

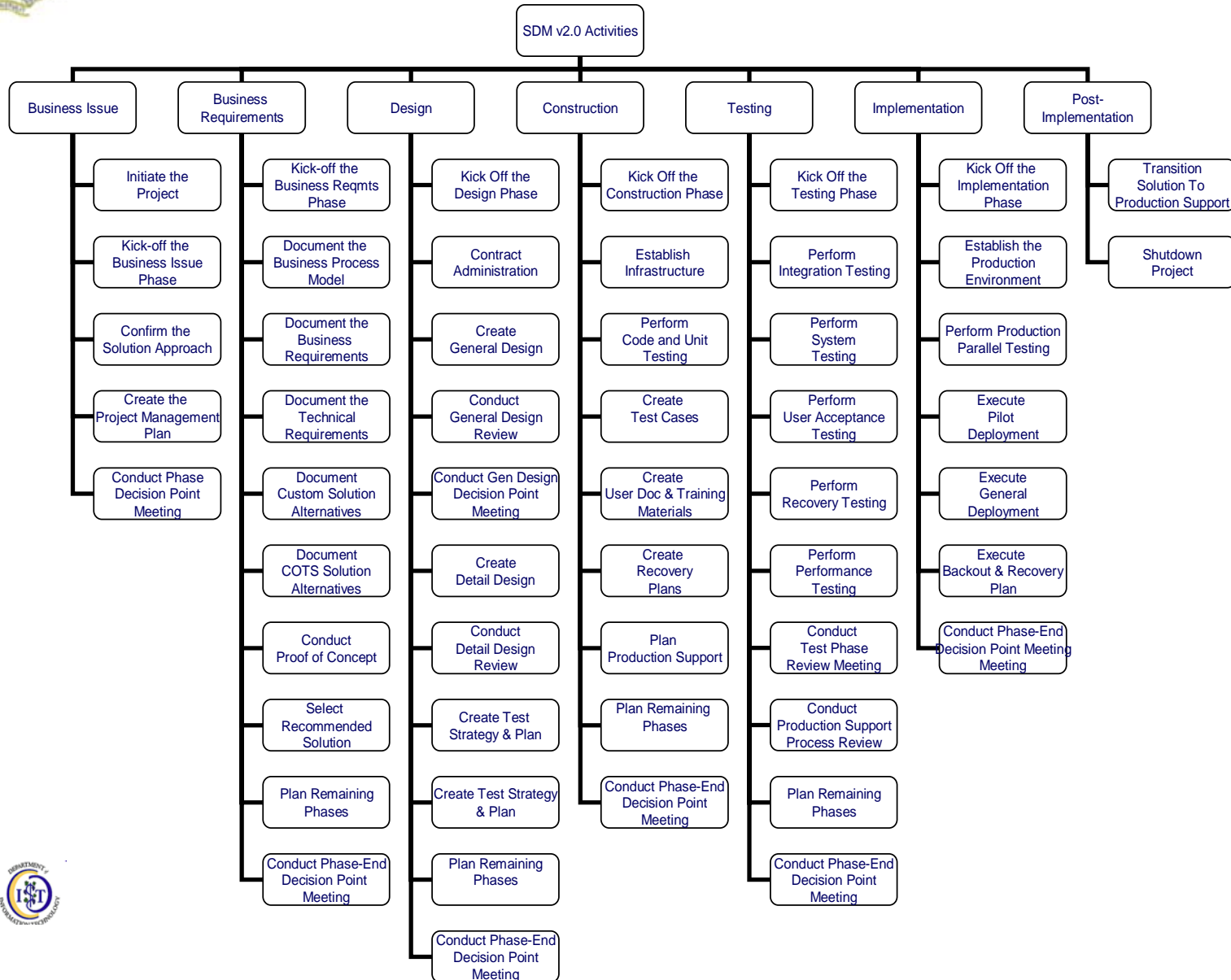|			
Project Management Plan	Detailed Phase Schedule	Project Budget Summary	Project Team Wheel
Cost/Benefit Analysis	Risk Management Plan	Quality Strategy & Plan	Communication Plan
Deployment Strategy & Plan			

Systems Development Methodology (SDM) Overview

SDM v2.0 Activity Breakdown

SDM v2.0 Activities

Business Issue	Business Requirements	Design	Construction	Testing	Implementation	Post-Implementation
Initiate the Project	Kick-off the Business Reqmts Phase	Kick Off the Design Phase	Kick Off the Construction Phase	Kick Off the Testing Phase	Kick Off the Implementation Phase	Transition Solution To Production Support
Kick-off the Business Issue Phase	Document the Business Process Model	Contract Administration	Establish Infrastructure	Perform Integration Testing	Establish the Production Environment	Shutdown Project
Confirm the Solution Approach	Document the Business Requirements	Create General Design	Perform Code and Unit Testing	Perform System Testing	Perform Production Parallel Testing	
Create the Project Management Plan	Document the Technical Requirements	Conduct General Design Review	Create Test Cases	Perform User Acceptance Testing	Execute Pilot Deployment	
Conduct Phase Decision Point Meeting	Document Custom Solution Alternatives	Conduct Gen Design Decision Point Meeting	Create User Doc & Training Materials	Perform Recovery Testing	Execute General Deployment	
	Document COTS Solution Alternatives	Create Detail Design	Create Recovery Plans	Perform Performance Testing	Execute Backout & Recovery Plan	
	Conduct Proof of Concept	Conduct Detail Design Review	Plan Production Support	Conduct Test Phase Review Meeting	Conduct Phase-End Decision Point Meeting Meeting	
	Select Recommended Solution	Create Test Strategy & Plan	Plan Remaining Phases	Conduct Production Support Process Review		
	Plan Remaining Phases	Create Test Strategy & Plan	Conduct Phase-End Decision Point Meeting	Plan Remaining Phases		
	Conduct Phase-End Decision Point Meeting	Plan Remaining Phases		Conduct Phase-End Decision Point Meeting		
		Conduct Phase-End Decision Point Meeting				

Systems Development Methodology (SDM) Overview

SDM v1.1 Narrative Overview

The SDM includes seven phases during which defined IT work products are created or modified. Not every project will require that the phases be sequentially executed; however, the phases are interdependent. Depending upon the size and complexity of the project, phases may be combined or overlap. Every advance to the next phase of the SDM requires a reasoned "Go/No-Go" decision, and a formal sign-off from the Executive Sponsor. Cost-benefit data and analysis should become more detailed at each phase.

Phase 1: Define Business Issue Phase
The initiation of a project begins when a business need or opportunity is identified. The business need is documented in a high-level requirements document that provides a mechanism for users to describe their expectations of the solution. Approaches for accomplishing the project concept are reviewed for feasibility and appropriateness. The objective of this phase is to capture the scope and characteristics of the proposed system, from the user's perspective, and the operational environment in which the system needs to function. It also defines sponsorship, funding sources, and the project team members.

Phase 2: Business Requirements Phase
The concept is further developed to describe how the business will operate once the new solution is in place (role and process changes). Functional business requirements are defined including data, system performance, security, accessibility, and maintainability requirements. Requirements need to be measurable and testable. The project plan is developed which documents the project scope, timeline, budget, projected benefits, risks, resources, and key assumption regarding the project delivery. The high-level deployment strategy & plan is created during this phase.

Phase 3: Design Phase
The physical characteristics of the system are designed during this phase. The operating environment is established, major subsystems and their inputs and outputs are defined, and processes are allocated to resources. Everything requiring user input or approval must be documented and reviewed by the user. Subsystems identified during design are used to create a detailed structure of the system. Each subsystem is partitioned into one or more design units or modules. Detailed logic specifications are prepared for each software module. A General Design review and a Detail Design review must occur, with signoff from the Technical Review Board (TRB), before the project can proceed into the Construction phase.

Systems Development Methodology (SDM) Overview

SDM v1.1 Narrative Overview

Phase 4: Construction Phase
The business requirements, technical requirements, and detailed design components are translated into functioning software modules, and supporting test and training artifacts. During the Construction Phase, the Development Team constructs the software code and recovery plans, the Test Team constructs test cases, the Infrastructure Team procures and installs the required hardware/software and network components to create the Development and Test environments, and the Business Team constructs the end-user documentation and training materials.

Phase 5: Testing Phase
The various components of the solution are integrated and tested. The technical team tests the solution to ensure that it satisfies the documented business, technical, and performance requirements as all components are integrated together.   The business team tests the system to ensure that the solution satisfies the defined functional requirements from a business process perspective. Training and user documentation is updated as needed. The Production Support team is engaged and prepared for solution turnover.

Phase 6: Implementation Phase
Deploys the solution to the business users in the selected deployment site(s). The Implementation Phase allows for pilot deployments (if appropriate) which provide project teams with the opportunity to assess the solution deployment in a controlled, operational business environment before making the solution generally available. The project team should have evaluated and documented which deployment options bests achieves the benefits and objectives of the new system, while introducing the least amount of risk to the business (in the Deployment Strategy & Plan). Typical deployment strategies are either a "Big-Bang" deployment or a "Phased-Based" deployments (e.g. by location, by feature, by role).

Phase 7: Post Implementation Phase
Ensures a smooth transition to the appropriate teams who will provide the ongoing management of the solution. If there are multiple deployments, many of the activities within this phase will be executed for each deployment. The Post-Implementation Phase produces a project summary presentation, which includes a phase-based summary of performance and project lessons learned to be shared across the organization. During this phase, all project documentation is archived and resources are formally released from the project.

Date

State of Connecticut
Department of Information Technology
Division of Contracts and Purchasing
101 East River Drive, Room 4074
East Hartford, CT 06108
ATTN: Ms. Jacqueline Shirley, Director

Reference: RFP #09ITZ0042

Subject: Notice of Intent to Propose

Dear Ms. Shirley:

We hereby certify that [Organization Name] intends to submit a Proposal in Response to the State of
Connecticut Department of Social Services Request for Proposals for the Modernization of Client Service
Delivery, RFP # 09ITZ0042. We further certify that [Organization Name] is currently engaged in or during the
past three (3) years has had experience with the development and implementation of Web, Document
Management, and IVR systems comparable to that which is being requested in this RFP.

As requested, below is the name, address, telephone number and e-mail address of [Organization Name]
primary and secondary contact persons.

Primary Contact person:
Name
Address
Telephone Number
E-mail Address

Secondary Contact person:
Name
Address
Telephone Number
E-mail Address