

EXHIBIT A

DESCRIPTION OF GOODS & SERVICES AND ADDITIONAL TERMS & CONDITIONS

1. DEFINITIONS

After Business Hours:	All hours not included in Normal Business Hours.
CISS:	The Connecticut Information Sharing System
CJIS:	Criminal Justice Information System
IV&V:	Independent Verification and Validation
Measurement:	Create or use existing scale to measure degrees of agreement or disagreement with survey questions. These measurements will create a trend over time that helps management make better decisions.
Normal Business Hours:	8:00AM, Eastern Standard Time to 4:00 PM, Eastern Standard Time Monday through Friday.
Project:	The implementation of CISS.
Project Status Report:	Work product to be produced by Contractor as a result of performing the IV&V Project health check services required in support of the implementation of CISS Project under the Contract.
Report:	Project Health Check Services Report submitted to the Client Agency on a quarter-annual basis unless otherwise directed by the Client Agency.
Receipt Date:	The date service(s) is confirmed as received by the Client Agency.
Vendor:	Conduent

2. DESCRIPTION OF GOODS AND SERVICES:

1. Contractor shall provide IV&V Project health check services required by the Client Agency in support of the implementation of the Connecticut Information Sharing System (“CISS”) (“Project”). Contractor will be required to perform Project health check services four (4) times annually, on a quarterly basis. The Contractor shall not be a continuous, day-to-day presence within the Project.
2. The Contractor shall provide independent analysis of the Project health check and identify, inform and educate the Client Agency regarding areas of weakness and risk to the Project, as well as recommend solutions to remediate or mitigate identified concerns. Contractor shall provide the

EXHIBIT A

DESCRIPTION OF GOODS & SERVICES AND ADDITIONAL TERMS & CONDITIONS

Client Agency with detailed, structured reports of findings of deficiencies and recommendations for their remediation. The Contractor shall review and analyze the following areas of the Project: scope, development, user involvement, organization, oversight, project management, project controls, implementation, CISS Vendor performance, technology, alignment to vision, Measurement, stakeholder preparedness and validation of user acceptance testing. The Client Agency reserves the right to change the above referenced Project areas at no additional cost to the State. The Contractor shall create objective benchmarks that compare change(s) in scope and schedule to similar projects of this kind during their life cycle.

3. Upon Contract award, the Contractor must be prepared to commence provision of services and able to attend in-person Client Agency governing board meeting as directed by the Client Agency.
4. The Contractor shall conduct survey(s) among the Project stakeholders designated by the Client Agency. The Client Agency shall provide the Contractor with a survey template. Survey content must be approved in advance by the Client Agency. The Contractor shall provide survey results in a format directed by the Client Agency.
5. Based on findings after each quarterly review, Contractor must provide revised Project Measurement(s) and use the existing survey and questions to provide continuity of performance results to the Client Agency.
6. **Project Areas and Quarter-Annual Project Health Check Services Report(s)**
 - a. Unless otherwise directed by the Client Agency, the Contractor shall include in each report the following:
 1. The areas of the Project reviewed.
 2. A risk rating for each Project area(s) as set forth in the below table(s) beginning on page 3.
 3. An overall risk score for each sub-item in each Project area (Note: Contractor can use weighted score for each sub-item).
 4. An overall risk score for each review area (Example: A-Scope - composed of the sub-items risk scores listed).
 5. An uptick/downtick which reflects the changes of the new sub-item risk rating within the quarter.
 6. A graphical chart of historic and current results of the survey categories as provided by the Client Agency.
 - b. The Report must contain an executive summary, a summary of risks, a graphical representation of findings for risk areas, specific detailed recommendations for risk mitigation, issue resolution for each risk, and an overall numeric rollup risk assessment for the quarter. The Client Agency reserves the right to request additional Report content from the Contractor at no additional cost to the State.
 - c. The Contractor must submit a draft Report to the Client Agency for review three (3) weeks prior to each quarterly CJIS governing board meeting unless otherwise directed by

EXHIBIT A

DESCRIPTION OF GOODS & SERVICES AND ADDITIONAL TERMS & CONDITIONS

the Client Agency. The Report shall include, but not be limited to; survey of questions with results and personal interviews with the Client Agency team members, stakeholders, and vendor(s). Client Agency shall provide a CJIS governing board meeting.

A - Scope – Risk ratings associated with Project scope.

Task #	Task Description
A.1	Project Scope Size
A.2	Change Control Management
A.3	Diversity Requirements
A.4	Work Plan
A.5	Available Resources

B - Development – Risk ratings associated with development

Task #	Task Description
B.1	Schedule
B.2	Methodology
B.3	Approach
B.4	Business Focus
B.5	Iterative Process

C - User Involvement – Risk ratings associated with user involvement

Task #	Task Description
C.1	User Acceptance
C.2	User Involvement
C.3	User Communication
C.4	Users on Project Team
C.5	Specifications

D - Organization – Risk ratings associated with Client Agency organization

Task #	Task Description
D.1	Agency Experience
D.2	Organizational Stability
D.3	Funding and Budget

EXHIBIT A

DESCRIPTION OF GOODS & SERVICES AND ADDITIONAL TERMS & CONDITIONS

E - Oversight – Risk ratings associated with management oversight

Task #	Task Description
E.1	Monitoring Progress
E.2	Oversight Involvement
E.3	Milestone Reviews
E.4	Status Reporting

F – Project Management – Risk ratings associated with project management

Task #	Task Description
F.1	PMO Experience
F.2	Project Management Communication
F.3	Project Management Authority
F.4	Project Management Approach
F.5	Project Management Relationships

G – Project Controls – Risk ratings associated with project controls

Task #	Task Description
G.1	Project Planning
G.2	Progress Reporting
G.3	Change Management
G.4	Issue Management
G.5	Completion

H – Implementation – Risk ratings associated with project implementation

Task #	Task Description
H.1	Requirements Traceability
H.2	Documentation
H.3	Support Personnel
H.4	Vendor Support
H.5	Technology Infrastructure

I – Contractor Performance – Risk ratings associated with Contractor performance

Task #	Task Description
I.1	Charter and Scope
I.2	Interacting with Users
I.3	Moving Iterations Forward
I.4	Working Relationships with the Customer (Agency)
I.5	Vendor to State Transition

EXHIBIT A

DESCRIPTION OF GOODS & SERVICES AND ADDITIONAL TERMS & CONDITIONS

J – Technology – Risk ratings associated with Project implementation

Task #	Task Description
J.1	Hardware Implementation
J.2	Software Implementation
J.3	Security
J.4	Architecture
J.5	Technology Experience

K – Alignment to Vision – Risk ratings associated with implementation of vision

Task #	Task Description
K.1	Information Exchanges
K.2	Query
K.3	Authentication
K.4	Audit
K.5	Business Rules

L – Measurement – Risk ratings associated with Measurement

Task #	Task Description
L.1	Progress Monitoring
L.2	Visibility
L.3	Stakeholder Understanding
L.4	Broadly Communicated
L.5	Impact

M – Validate UAT gating to production – validating UAT gating to production (lessons learned analysis during the proof of concept indicated that validation will help stakeholder confidence).

Task #	Task Description
M.1	Validate the Existence of Acceptance Criteria for Each Release from UAT to Production
M.2	Validate that the Acceptance Criteria Were Accepted by Affected Stakeholders
M.3	Validate that the Acceptance Criteria Passed the Testing at UAT for Each Release
M.4	Validate that the Acceptance Procedures (i.e., Address the Process by Which Any Software Product that Does Not Pass Acceptance Testing Will Be Corrected).
M.5	User Acceptance Testing with Participating Stakeholders Issues and Risks

EXHIBIT A

DESCRIPTION OF GOODS & SERVICES AND ADDITIONAL TERMS & CONDITIONS

7. Additional Requests:

- a. The Client Agency reserves the right to request additional analysis and services from the Contractor. The Contractor may recommend the Client Agency changes in scope or tasks in specific review areas. Any modifications to the scope must be authorized in writing by the Client Agency prior to implementing any such change.

8. CJIS Governing Board Meeting Attendance:

- a. Unless otherwise directed by the Client Agency, the Contractor shall present in person each quarter-annual Report at each CJIS governing board meeting. The Client Agency shall approve Contractor's presenter(s). The Client Agency shall provide the Contractor a CJIS governing board meeting schedule.

9. Bi-Weekly Governance Meeting Participation:

- a. Unless otherwise directed by the Client Agency, the Contractor shall participate in a bi-weekly governance meeting conference call to address the following, including but not limited to: issues, risks, and action items with the agency executive director, agency co-chairs and agency board members or other entities as directed by the Client Agency.

10. Work Approach for Project Status Reports:

- a. The Contractor shall provide a work approach that includes a detailed description of the methods and approach to be used to perform the tasks required for the Project health check services.
- b. The Client Agency shall develop a process for the review of all Project Services. This process shall be subject to change at the discretion of the Client Agency. The Contractor shall adhere to the following requirements, when reporting to the Client Agency:
 - 1. All Contractor Project Status Reports shall be submitted to the Client Agency within a timeframe(s) approved by the Client Agency
 - 2. All Contractor Project Status Reports must contain a cover letter outlining the contents as determined by the Client Agency.
 - 3. All Contractor Project Status Reports must be delivered in the following format(s): Portable Document Format ("PDF") and Microsoft Word Format ("MS Word").
 - 4. All Project Status Reports must be reviewed by the Client Agency and returned to Contractor within five (5) business days or a mutually agreed upon time period. Reports must be signed by both the Contractor and the Client Agency executive director to be deemed approved and eligible for payment.

EXHIBIT A

DESCRIPTION OF GOODS & SERVICES AND ADDITIONAL TERMS & CONDITIONS

- c. Upon receipt of a Project Status Report, the Client Agency shall coordinate, manage, and monitor the review and comments made by the Client Agency staff and management, and at its discretion convene a panel to review the Project Status Report. The Client Agency, at its discretion, shall request a review of any Project Status Reports submitted by the Contractor.

- d. Project Status Report(s) shall be reviewed at the discretion of the Client Agency. If the Client Agency determines a Project Status Report(s) requires modification, the Client Agency shall send written notification to the Contractor outlining the changes and reason(s) for the changes. Once the Contractor incorporates all comments and the Report meets readiness for use and compliance with content requirements, the Contractor shall submit the Report to the Client Agency for formal acceptance and written approval.

11. Final Acceptance

Unless otherwise notified by the Client Agency, the Client Agency shall use the following final Acceptance criteria to determine acceptance of the Goods and Services provided by the Contractor:

- 1. The Contractor shall provide electronic copies of all documents to the Client Agency as defined in the approved Project schedule. The Client Agency must approve any and all changes to the Project schedule.

- 2. The Contractor shall develop all electronic document using the Client Agency approved software, PDF or MS Word. The Client Agency must approve any other software. The 2007 or 2010 version of all Microsoft software is required.

- 3. The Contractor shall comply with the Client Agency's policies and procedures related to document management plan and document formatting standards, and use the Client Agency's document templates. The Client Agency must approve any exceptions related to these policies and procedures.

- 4. All Project Status Reports shall be submitted to the Client Agency for acceptance.

- 5. All Project Status Reports should document the validity of the requested development process relative to current industry standards.

- 6. All Project Status Report documentation shall conform to the acceptance and adequacy standards determined by the Client Agency.

- 7. All Project Status Report documentation shall meet minimum standards for quality as specified by the Client Agency.

- 8. All Project Status Report documentation shall conform to professional standards as defined by the Client Agency.

EXHIBIT A

DESCRIPTION OF GOODS & SERVICES AND ADDITIONAL TERMS & CONDITIONS

12. Contractor Performance Assessment(s):

The Client Agency, at its discretion, shall conduct assessments of the Contractor's performance. The Contractor shall have an opportunity to respond to assessments. An independent verification of the assessment will be used in the case of any disagreements.

13. Contractor Staffing Requirements and Staffing Continuity

a. Contractor staffing requirements shall include but are not limited to:

1. The Contractor shall provide Project staff to satisfy the requirements of Exhibit A.
2. The Client Agency reserves the right to approve all Contractor staff assigned to the Project.
3. Contractor Project staff shall not be reassigned and/or replaced during the Contract Term without the prior written approval of the Client Agency.
4. Contractor staff shall be available during Normal Business Hours and After Business Hours as required by the Client Agency. The Contractor must provide onsite and offsite staff at the discretion and approval of the Client Agency.
5. The Client Agency reserves the right to change Contractor's staff, at any time, at no cost to the State. If the Contractor requests a staff change, the Client Agency shall be provided the opportunity to interview and approve potential replacements of staff at no cost to the State.
6. The Contractor must provide for the immediate continuity of staff responsibilities to fulfill the requirements of Exhibit A.
7. The Contractor staff must demonstrate skill in the following key elements that serve as a foundation for effective Project health check services:
 1. A. Rigorous implementation of well-defined analysis processes and procedures.
 1. B. Structural and thorough assessments.
 1. C. Correct identification of critical system functions to enable focusing on areas that benefit the most from Project health check services.
 1. D. Clear and timely communication of Project health check services results.
 1. E. Effective management of performance objectives.

EXHIBIT A

DESCRIPTION OF GOODS & SERVICES AND ADDITIONAL TERMS & CONDITIONS

- 1. F. Experience conducting Project health check service(s) reviews.
- 1. G. Knowledge of processes to ensure objective Project health check services appraisal of risk and issues.
- 1. H. Domain knowledge.

14. Client Agency Project Oversight

- a. Unless otherwise directed by the Client Agency, the agency program manager or the acting agency executive director shall provide oversight to this Project.
- b. The Project managers of the Client Agency shall support information gathering requirements and provide the appropriate level of interactions between the Contractor, the Project stakeholders, the Vendor, and any other entity(ies) approved by the Client Agency.
- c. The Project manager shall provide Project guidance and shall ensure that the Project meets the quality and timeliness standards as set forth by the Client Agency.
- d. Unless otherwise directed by the Client Agency, all billing shall be submitted to:
State of CT, Dept. of Emergency Services and Public Protection
Attn: Accounts Payable Unit – Third Floor North
1111 Country Club Road
Middletown, CT 06457
- e. Unless otherwise directed by the Client Agency, all Report(s) shall be submitted to the agency program manager, for review to ensure compliance with the Contract.

3. ADDITIONAL TERMS AND CONDITIONS:

(a) Contractor/Stakeholder Relationship

The Contractor or its subsidiaries shall not have an active Contract with any of the following entities during the Contract Term including but not limited to:

- 1. A. Division of Criminal Justice
- 1. B. Office of the Chief State's Attorney
- 1. C. Division of Public Defender Services
- 1. D. Connecticut Police Chief's Association
- 1. E. Department of Emergency Services and Public Protection
- 1. F. Judicial Branch's Court Support Services Division
- 1. G. Office of Policy and Management
- 1. H. Criminal Justice Policy and Planning Division

EXHIBIT A

DESCRIPTION OF GOODS & SERVICES AND ADDITIONAL TERMS & CONDITIONS

- 1. I. Board of Pardons and Paroles
- 1. J. Department of Motor Vehicles
- 1. K. Superior Court Operations
- 1. L. Office of Victim Advocates
- 1. M. Department of Correction
- 1. N. Department of Administrative Services Bureau of Enterprise Systems & Technology Services

(b) Contract Separately/Additional Savings Opportunities

DAS reserves the right to either seek additional discounts from the Contractor or to contract separately for a single purchase, if in the judgment of DAS, the quantity required is sufficiently large, to enable the State to realize a cost savings, over and above the prices set forth in Exhibit B, whether or not such a savings actually occurs.

(c) Subcontractors

DAS must approve any and all subcontractors utilized by the Contractor in writing prior to any such subcontractor commencing any work. Contractor acknowledges that any work provided under the Contract to any state entity is work conducted on behalf of the State and that the Commissioner of DAS or his/her designee may communicate directly with any subcontractor as the State deems to be necessary or appropriate. Contractor shall be responsible for all payment or fees charged by the subcontractor(s). A performance evaluation of any subcontractor shall be provided promptly by the Contractor to DAS upon request.

The Contractor must provide the majority of services described in the specifications.

(d) Security and/or Property Entrance Policies and Procedures

Contractor shall adhere to established security and/or property entrance policies and procedures for each requesting Client Agency. It is the responsibility of each Contractor to understand and adhere to those policies and procedures prior to any attempt to enter any Client Agency premises for the purpose of carrying out the scope of work described in this Contract.

(e) Price Schedule

- a. The State shall make no payment for travel expenses to the Contractor during the Term of this Contract.
- b. Payment for Services will be made only upon Client Agency's acceptance of completed Reports(s).