STATE OF CONNECTICUT
DEPARTMENT OF INFORMATION TECHNOLOGY
101 East River Drive
East Hartford, CT 06108

Enterprise Desktop Management System
RFP#08ITZ0056

August 1, 2008

AMENDMENT # 1
provides the following:

1. Extends due date until August 26, 2008
2. Provides Questions and Answers document.

NOTE: A signature line has been included below. A copy of this page signed in ink is required with the Proposal to show that vendors have received this Amendment.

_____

VENDOR'S SIGNATURE ACKNOWLEDGING RECEIPT
(This page should be signed and returned WITH PROPOSAL. If vendor fails to submit signed Amendment, vendor will still be responsible for adhering to its content)

APPROVED:_____

JACQUELINE SHIRLEY
DIRECTOR
CONTRACTS AND PURCHASING DIVISION

Addendum #1
Vendors Questions and Answers
RFP#08ITZ0056

1. Q. Will the State of CT allow changes or customization to the technical specifications for the solution with explanation?

   A. No.

2. Q. If the specification is not met verbatim, will the respondent be disqualified?

   A. Yes for minimum required items, not for optional items.

3. Q. Will the management solution be specific to the server environment? Can Citrix be separate from the solution managed by the embedded Citrix tools?

   A. The management solution must be integrated to the solution. A console may call another component, but the look-and-feel across all the components should remain consistent.

4. Q. Section 2.2.8 Holdback Requirement, indicates a 20% holdback on payments with a proposed release schedule for the balance, Section 8 J) 2) of the Information Processing Systems Agreement indicates a 10% holdback with a proposed release schedule for the balance. Which clause is correct?

   A. The 10% holdback with a proposed release schedule for the balance.

5. Q. In Section II-Solution proposal where are section II.1 Executive Summary and II.2 Description of Proposed Implementation Organization and Roles located so that we have further details on what is required.

   A. II.1 Executive Summary - See section 3.2 I.A.2 Executive Summary section for details.
   II.2 Description of Proposed Implementation Organization and Roles
   Describe how you will organize the implementation and role assignments for Attachment 12 – Proposed Solution Requirements

6. Q. Can you give us an overview or description of what you are using Citrix for today and how you would like to see a systems management solution enhancing that?

   A. Citrix is being used for application hosting for internal and external customers. Applications are delivered to remote sites and external vendors. The selected solution will automate consistent server OS installations, application deployments, hardware/software inventory and Citrix farm management.

7. Q. Are you looking for a solution that abstracts functionality or management of Citrix from you or are you looking for a system to keep you aware of the health of your Citrix servers/machines?

A. Citrix is being used for application hosting for internal and external customers. Applications are delivered to remote sites and external vendors. The selected solution will automate consistent server OS installations, application deployments, hardware/software inventory and Citrix farm management.

8. Q. Would you select a solution that does not manage Citrix farms given the fact that today you have both Citrix and non Citrix environments?

A. No, such a solution would not meet the criteria of this RFP.

9. Q. Can you please send a link to the Word file Jacqueline referred to yesterday for entering data into Appendix A?

A. Appendix A is on the website in word format.

10. Q. When Rick May was talking about creating images and "slipstreaming" the proper DLL's was he referring to desktop images or Citrix Server images or both?

A. Both.

11. Q. Did we correctly understand you to say scripting is considered permissible if made part of a Professional Services engagement? (see #133)

A. No.

12. Q. What Citrix software are you using?

A. Citrix XenApp Server 4.5, Citrix Secure Gateway, Citrix Web Interface, Citrix Installation Manager.

13. Q. Do you want the Systems Management solution to integrate to Citrix APIs or just manage normal endpoints running within Citrix?

A. The selected solution will manage the terminal servers and the client workstations, including consistent server OS installations, application deployments, hardware/software inventory and Citrix farm management.

14. Q. Does the State of Connecticut want to manage the distribution of Citrix client technology to endpoints?

A. Yes.

15. Q. Do you want the Systems Management solution to build Citrix presentation servers?

A.Yes.

Addendum #1
Vendors Questions and Answers
RFP#08ITZ0056

16. Q. Do you want a Citrix Server API from the Systems Management console?

    A. The System Management console should be able to perform the individual Citrix related functions outlined in the RFP. (See Section 10.0 of attachment 6) This will not replace the Citrix Management console (CMC) or the Citrix Access Management Console (AMC) but would supplement them.

17. Q. Does bid number 08ITZ0056 require that the primary vendor be the manufacturer of the software or can an authorized reseller of the product be the primary vendor?

    A. An authorized reseller of the product can be the primary vendor.

18. Q. With regard to Section 3.0 Architecture and Device Support #9, "Ability for non-managed devices for inventory scanning include the following: Networked Printers", What level of inventory scanning for networked printers is required to meet this requirement?

    A. You can only scan for what the printer will permit. The information collected will be limited to what the manufacture broadcasts via SMNP.

19. Q. With regard to Section 3.0 Architecture and Device Support #29, "Product provides a method to auto discover and report on system information for non-managed devices (Network Printers)". What level of system information for networked printers is required to meet this requirement?

    A. You can only scan for what the printer will permit. The information collected will be limited to what the manufacture broadcasts via SMNP.

20. Q. With regard to Section 3.0 Architecture and Device Support #55, "Ability to perform snapshots and deploy", please define "snapshot" and provide the Use Case of how the solution will be evaluated in meeting this requirement.

    A. <u>Snapshot Definition</u>
    Snapshots are also considered to be application repackaging. A computer state is taken before a package is installed then after the package is installed and customized. The differences in files, registry setting are edited for completeness and packaged. This package is what will be deployed to additional computers needing the application

    <u>Use Case</u>
    An application would be repackaged and deployed via the solution proposed.

    <u>Evaluation criteria</u>
    For each requirement vendor will provide evidence or details under "Vendor Notes (Mandatory)" on how the can or cannot satisfy the requirement.

21. Q. With regard to Section 3.0 Architecture and Device Support #123, "Ability to perform vulnerability assessments for Microsoft family of products", please identify the level of vulnerability assessment that is expected of the solution. Does this include how the configuration of the Microsoft family of products contributes to vulnerability? Please identify the Microsoft products for which vulnerability assessment is expected to meet this requirement.

    A. The patch inventory of what is currently deployed and what should be deployed. At minimum identify critical patches of the Microsoft family of products.

22. Q. With regard to Section 3.0 Architecture and Device Support #133, "Ability to perform application installations and publishing to the Citrix farm with no manual scripting requirements, please provide the Use Case of how the solution will be evaluated in meeting this requirement.

    A. Use Case
    The selected solution will deploy applications to Citrix Terminal Servers. Applications will be deployed in a consistent fashion, including user- and machine-specific configurations for a multi-user environment. Applications will be deployed in a lab/staging/production methodology. The selected solution will also manage the Citrix farm environment to automate consistent publishing of applications to the farm as they are deployed.

    Evaluation criteria
    For each requirement vendor will provide evidence or details under "Vendor Notes (Mandatory)" on how they can or cannot satisfy the requirement.

23. Q. With regard to Section 3.0 Architecture and Device Support #134, "Ability to perform Citrix farm Join's and Unjoin's", please provide the Use Case of how the solution will be evaluated in meeting this requirement.

    A. *Use Case*
    The selected solution will manage terminal servers in the Citrix farm by adding of servers to a farm for Citrix management (Join) and removing servers from the farm when no longer part of the Citrix management (UnJoin).

    Evaluation criteria
    For each requirement vendor will provide evidence or details under "Vendor Notes (Mandatory)" on how the can or cannot satisfy the requirement.

24. Q. With regard to Section 3.0 Architecture and Device Support #135, "Ability to perform application packaging with recognition of user specific or server specific components (e.g., Registry values, DLL Versions, existence of a file, etc.)", please provide the Use Case of how the solution will be evaluated in meeting this requirement.

A. *Use Case*
The selected solution will provide the ability to repackage an installation for deployment, with the ability to access the need for that deployment based on a registry value, DLL version, the existence of a file, and a myriad of other interrogation items.

Evaluation criteria
For each requirement vendor will provide evidence or details under "Vendor Notes (Mandatory)" on how the can or cannot satisfy the requirement.

25. Q. With regard to Section 3.0 Architecture and Device Support #136, "Ability to customize an installation package to perform modifications to: Registry, NTFS, Audit Policy, Registry permissions", please provide the Use Case of how the solution will be evaluated in meeting this requirement. What types of modifications to NTFS are expected?

A. *Use Case*
When deploying an application, there are specific registry "tweaks" that may be needed to improve the users experience. We would set up a registry modification (much like a group policy) that would provide this tweak. As far as NTFS permission changes, this would be User or Group permissions to a folder, registry key, or similar NTFS permissions.

Evaluation criteria
For each requirement vendor will provide evidence or details under "Vendor Notes (Mandatory)" on how the can or cannot satisfy the requirement.

26. Q. With regard to Section 3.0 Architecture and Device Support #138, "Ability to automatically notify users before deploying installs, patches, and logging them off after a set period of time", please provide the Use Case of how the solution will be evaluated in meeting this requirement. Does this include Citrix users?

A. *Use Case*
The selected solution will deploy applications to Citrix Terminal Servers and client workstations. The selected solution will notify users of a pending deployment, prevent users from logging on to a terminal server and log users off of a terminal server after a specified period of time to allow for deployment of applications and reboots.

Evaluation criteria
For each requirement vendor will provide evidence or details under "Vendor Notes (Mandatory)" on how the can or cannot satisfy the requirement.

Yes this does include Citrix Users

27. Q. With regard to Section 3.0 Architecture and Device Support #140, "Ability to automate the enabling of logins after an installation of a patch or software package", please provide the Use Case of how the solution will be evaluated in meeting this requirement. Does this include Citrix users?

A. *Use Case*
The selected solution will either prevent or allow users from logging on to a terminal server after an application deployment or reboot. Yes includes Citrix users.

Evaluation criteria
For each requirement vendor will provide evidence or details under "Vendor Notes (Mandatory)" on how the can or cannot satisfy the requirement.
Yes this does include Citrix Users

28. Q. With regard to Section 3.0 Architecture and Device Support #141, "Ability to export the configuration of a Citrix server so that configuration can be imported into another server and produce an exact replica", please provide the Use Case of how the solution will be evaluated in meeting this requirement. Does configuration refer to a collection of files, registry settings etc, or to an image of the entire Citrix server?

A. *Use Case*
The selected solution will export the configuration of a Citrix Terminal Server in any format which will allow the configuration to be applied to another Terminal Server, producing a consistent configuration.

Evaluation criteria
For each requirement vendor will provide evidence or details under "Vendor Notes (Mandatory)" on how the can or cannot satisfy the requirement.

29. Q. With regard to Section 3.0 Architecture and Device Support #142, "Ability to automatically log and report on software configuration /change management activities in the Citrix Presentation Server farm and present that information in a report, please provide the Use Case of how the solution will be evaluated in meeting this requirement. Does this mean individual Citrix servers or to the Citrix Presentation Server farm as a whole?

A. *Use Case*
The selected solution will record and report on any change to Citrix Terminal Servers or Citrix farm management.

Evaluation criteria
For each requirement vendor will provide evidence or details under "Vendor Notes (Mandatory)" on how the can or cannot satisfy the requirement.

30. Q. With regard to Section 3.0 Architecture and Device Support #144, "Ability to provide role based granular administration assignments within the console", please provide the Use Case of how the solution will be evaluated in meeting this requirement.

A. *Use Case*
The indication is that of a role based scenario. Management of individual user rights becomes a matter of simply assigning the appropriate roles to the user, which simplifies operations such as deploying a package to a specific agency or creating global or agency specific rules.

Evaluation criteria
For each requirement vendor will provide evidence or details under "Vendor Notes (Mandatory)" on how the can or cannot satisfy the requirement.

31. Q. For some of the Citrix Server requirements it is stated "must be without scripting." Does this exclude the use of scripts if delivered as part of a service engagement?

A. See Answer to question #11.

32. Q. Do the documents in Attachment 5 and attachment 9 need to be signed and submitted in the vendor RFP response or are they only required to be filled out by the winning vendor when the bid is awarded?

A. The documents in Attachment 5 and Attachment 9 need to be submitted in the vendor's RFP response.

STATE OF CONNECTICUT

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

REQUEST FOR PROPOSALS

RFP # 08ITZ0056
Enterprise Desktop Management System

Date Issued: June 19, 2008

Date Due: August 11, 2008 @ 2:00 p.m. Eastern Time

Send all sealed responses to:

State of Connecticut
Department of Information Technology
Contracts & Purchasing Division
Attn: Marcie Wilson
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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Attachment 2 Vendor Proposal Format Requirements
Attachment 3 Vendor Proposal Cost Worksheets
Attachment 4 Vendor Validation and Authentication Statement
Attachment 5 Information Processing Systems Agreement
Attachment 6 Business, Technical and Operational Requirements & Vendor Requirements Evaluation Matrix
Attachment 7 CHRO Contract Compliance Monitoring Report
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1 FOREWORD

1.1 PREFACE

The Department of Information Technology (here after referred to as 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 DOIT, IT Contracts & Purchasing Division (CPD), is issuing this Request for Proposals (RFP) for an Enterprise Desktop Management System (EDMS) for lifecycle management to work within centralized and de-centralized environments for PCs, laptops, Intel servers and Citrix environments.

The EDMS is expected to be a Commercial Off-The-Shelf (COTS) product which requires minimal customizations to install and integrate with State of Connecticut and DOIT standards. Customizations should not include any alterations of the product code, any modifications that are not supported by the vendor or the service agreement, or any changes that will require re-implementation after upgrades, patches, or service pack releases. Customizations can include modifications to integrate with other DOIT applications and/or appliances, and specific changes requested by DOIT.

1.3 BACKGROUND

DOIT currently provides desktop services to 15 executive branch agencies with approximately 1,000 pcs/laptops and terminal services utilizing XenApp (Citrix) with 46 servers in the farm with a client base of 1,900. Over the next year, the XenApp (Citrix farm) is expected to increase to 121 servers with a client base of 3,900. The XenApp (Citrix) servers are utilized to deliver Microsoft Office, Visio, Project, Publisher, Adobe Reader and agency specific applications to the desktops/laptops. DOIT utilizes Microsoft Windows 2000, 2003 server with Active Directory. DOIT desktop and laptop install base utilizes Windows 2000 Pro, Windows XP Pro, Windows Vista operating systems and has a variety of Microsoft and other shrink-wrap products installed; however, a number of State Agencies that will utilize the EDMS product have other network/server operating systems (e.g., Novell, Windows NT Server) and older desktop operating systems (e.g., Windows 95, Windows NT), shrink-wrap software versions and legacy applications.

DOIT's supporting staff is considered "Product Administrators" of the system. Each agency that subscribes to this new service offering will have designated agency Site Administrator(s). The agency "Site Administrator" is the primary technical point of contact with DOIT staff and supports all desktops/laptops and in some cases, their own Intel servers and XenApp (Citrix) environments for their assigned agency. Both DOIT Product and agency System administrators performs all level 1-2 support and relies on the vendor for level 3 escalation.

The EDMS project initiated as the result of the ever expanding deployment of servers, desktops and laptops that require lifecycle management. Lifecycle management is performed at each of the other agencies that have their own technical staff. The tools and processes utilized today solve a limited set local and immediate needs within the organization. DOIT recognizes that with no enterprise standard solution coupled with the shortage of technical resources and lack of and/or insufficient tools, the cost of managing these environments continues to increase and productivity and customer satisfaction decreases.

DOIT wishes to acquire an EDMS product to provide a cost-effective enterprise solution. The solution must be capable to manage the lifecycle for desktops, laptops, network printers, Intel servers and XenApp (Citrix) Farm environments in a centralized and de-centralized environment. The solution must provide hardware and software asset inventory, software packaging/distribution, patch management, remote control, hardware management, software license management/compliance, data/settings migration, security configuration management, and policy management. A wide range of support for various hardware devices, networking operating systems, server and desktop operating systems, Microsoft and shrink-wrap software support will be required to adequately support the organization.

1.4 EVALUATION

An evaluation team will review all vendor responses to this RFP. The evaluation team shall review the entire Business, Technical, Operational and Solution Proposals first, without reference to the Cost Proposal. Evaluation areas are established according to a weighting scheme and approved prior to the opening of any proposal. The Cost Proposal will only be scored for vendors whose Business and Technical, and Operational Proposal achieve a predetermined minimum score.

1.5 IMPLEMENTATION

As a result of the evaluation process, if the proposal of a given vendor is found to be most advantageous, the State shall select that vendor 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 as detailed in *Attachment 2 – Vendor Proposal Format and Content Requirements*. Vendors must respond to all requirements set forth in this RFP.

- **RFP project requirements are prioritized and detailed in documents:**
  - ***Attachment 2: Vendor Proposal Format and Content Requirements***
  - ***Attachment 6: Business, Technical and Operational Requirements & Vendor Requirements Evaluation Matrix***
  - ***Attachment 12: Proposed Solution Requirements***
  - ***Attachment 13: Network Architecture Diagram***
- Requirements characterized as either:
  - **High Level Business Requirements**
  - **Functional Requirements**
  - **Architectural Requirements**
  - **Training Requirements**
  - **Implementation Approach Requirements**
  - **Support & Maintenance Requirements**
  - **Other Requirements**

- Each requirement is specifically identified with a unique requirement number, and is prioritized as "Required (REQ)", or "Optional (OPT)". Any requirement not specified with a priority is considered "Required".

2.1.3 IDENTIFYING RFP COMMUNICATIONS

All proposals 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 # 08ITZ0056",
- The applicable proposal due date and time,
- The name and address of the originating 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* and no later than the Vendor Questions Due date specified in *Section 3.1.1*.

Copies of this RFP will be made available only 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 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 the written 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.

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, address, telephone number and email address of the contact person(s) respectively responsible for clarifying proposal content and for 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*, for 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.

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, at 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 and 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 from 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 deliverable 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 milestones by due dates presented in the Vendor's response to the RFP requirements. If the Vendor fails to complete a milestone 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 any 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. 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 must be contingent upon 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 must 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 JOINT VENTURES

Proposals requesting joint ventures between vendors will not be accepted. 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 TCAS and related services identified in this RFP whether or not the equipment, products and/or services are manufactured, produced or provided by the prime vendor. The prime vendor may enter into written subcontract(s) for performance of certain of its functions under the contract only with written approval from the State prior to the effective date of any subcontract.

The Prime Vendor shall be wholly responsible for the entire performance of the contract whether or not subcontractors are used.

2.2.17 PREFERRED USE OF LOCAL CONSULTING RESOURCES

As referenced in *Section 2.2.16 – Joint Ventures*, in responding to this RFP, responding vendors may, as a Prime Vendor, desire to enter into contractual relationships with other vendors to secure the availability of appropriate resources with the necessary skills and expertise required to fulfill the requirements of this RFP.

The State will give a preference to responding vendors who elect to augment their staff with Connecticut-based resources obtained from any of the four (4) approved vendors currently part of the State's master IT consulting agreement (04ITZ0007). Responding Vendors who are seeking to augment their technical resource pool are strongly encouraged to use this existing agreement to augment their staff.

Responding vendors who chose to rely on resources obtained through any of the vendors approved as part of #04ZITZ0007 **must do so at the State approved rate schedule**. The approved rates may be obtained through any of the four approved local vendors.

2.2.18 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*.

Between the vendor and the State, the final administrative authority to release or exempt any or all material so identified rests with the State.

ALL SUCH MATERIAL MUST BE SUBMITTED IN A SEPARATE SEALED ENVELOPE AND MARKED "CONFIDENTIAL". THIS INCLUDES ANY INFORMATION REQUESTED IN AN ELECTRONIC FORMAT.

2.2.19 SECURITY CLEARANCE

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

2.2.20 AUTHORIZED TO WORK ON PROJECT

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 H1B 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.

2.2.21 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, substitution, 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 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.

2.2.22 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.

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.

2.2.23 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.

2.2.24 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.

2.2.25 WARRANTY

The vendor shall represent and warrant in the proposal that the System 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 System.

Vendor shall represent and warrant that the vendor shall modify, adjust, repair and/or replace said System as the State of Connecticut deems it to be necessary or appropriate to have it perform in full accordance with the terms and conditions of the RFP.

2.2.26 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.

2.2.27 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).

2.2.28 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.

2.2.29 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.

2.2.30 DATE/TIME COMPLIANCE

Contractor warrants that Hardware, Software and Firmware Products or each developed, modified or remediated item of Hardware, Software, Firmware ("item") or each service delivered under this Contract 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 this 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 under this Contract with respect to defects.

In addition, Contractor warrants that 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 data. Contractor further warrants that Products or items not being modified or remediated directly shall remain unaffected with respect to their normal functioning or performance.

2.2.31 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
June 19, 2008	RFP Issued
July 8, 2008	Vendor Conference – 10:00 AM EDT
July 11, 2008	Vendor Questions Due to State – 5:00 PM EDT
August 11, 2008	**Proposal Submissions Due – 2:00 PM EDT**
TBD	**Estimated Project Start Date**

3.1.2 VENDORS' CONFERENCE

A Vendors' Conference will be held on **July 8, 2008** at the Department of Information Technology offices located at 101 East River Drive, Room 1002A, East Hartford, CT 06108. The conference will begin at 10:00 AM Eastern Daylight Time (EDT). Vendors planning to attend said conference are requested to contact Marcie Wilson, no later than two business days prior to the conference at **Marcie.Wilson@ct.gov** so that DOIT can arrange for adequate space. Vendors planning to submit a proposal are not required to attend this conference. The State would prefer that the vendors restrict attendance to two 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 a response to this RFP. Questions received by the Contracts and Purchasing Division (CPD) up to the vendor deadline of **July 11, 2008 at 3:00 PM EDT** will be answered. Address any inquires to Marcie.Wilson@ct.gov.Only written inquiries will be accepted via e-mail. To properly process vendor questions, vendors shall ensure that the RFP number **08ITZ0056** is on the subject line of the electronic mail message. Questions shall be included as Microsoft Word or compatible format, as an attachment. Response to vendor questions will be posted on the DOIT procurement website as soon as possible following the question deadline of **July 11, 2008 @3:00 PM EDT.**

3.2 RFP RESPONSE COORDINATION AND REVIEW

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 Evaluation Team will evaluate only proposals complying with the submission and formatting requirements of this RFP.

3.3 PROPOSAL EVALUATION

3.3.1 PROPORSAL REVIEW TEAM

A State proposal review team, referred to as the "Desktop Management Proposal Review Team", will be established consisting of Department of Information Technology, Department of Banking, Department of Labor, Department of Motor Vehicle and Department of Veteran Affairs members 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 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 Desktop Management 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 packaged software for EDMS as specified,
- 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 plan for implementing the EDMS application. This evaluation will include, but not be limited to, the vendor's plan for supervision of all subcontractors and suppliers as well as utilization of existing equipment and software as well as:
  - The vendor's plan for implementing and providing technical support for the solution.
  - The vendor's plan for implementing and providing technical training to the Product and Site System Administrators.
  - The vendor's ability to perform the contractual services as reflected by technical training and education, general experience, and specific experience, if any, in the EDMS solution and specifically any prior demonstrated experience in the design, development and implementation of the EDMS solution applications – **or** – other projects of similar scope and complexity as well as the qualifications and abilities of the personnel proposed to be assigned to perform the design, implementation, and management of the system.

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 to demonstrate and validate a vendor's proposal, to satisfy given operating requirements, and 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 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 that shall be subject to a review and approval by the State's existing Ethics Commission or its successor.

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 or by telephone, to the Evaluation Team to clarify their proposal and respond to questions from the Evaluation Team regarding their proposal. The State also reserves the right 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 Evaluation 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 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.

4 PROPOSAL REQUIREMENTS

4.1 PROPOSAL SUBMISSION

Vendor proposals in response to this RFP # **08ITZ0056** MUST be received at:

Department of Information Technology
Division of Contracts and Purchasing
ATTN: Marcie Wilson
101 East River Drive, Room 4068
East Hartford, CT 06108

No later than **August 11, 2008 at 2:00 PM (EST)** 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 STATE OF CONNECTICUT AGENCIES

Desktop Management impacts and is supported by the following:

- Department of Information Technology
- All Using State Agencies
- Municipalities
- Political Subdivisions
- Non-Profits
- Education

6 ADVISORY ORGANIZATIONS

State of Connecticut representatives participated from the following entities:

- Department of Banking
- Department of Information Technology
- Department of Labor
- Department of Revenue Services
- Department of Motor Vehicles
- Department of Veteran Affairs

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

This RFP will result in a single award for a Commercial Off the Shelf (COTS) application for a vendor to deliver, install, configure, train and warranty an Enterprise Desktop Management System solution in compliance with the Department of Information Technology (DOIT) enterprise information systems architecture standards and principles.

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

Section I - Business, and Technical, and Operational Proposal
Section II - Solution 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 and bound original proposal
B. Ten (10) additional printed and bound copies of the original proposal
C. Two (2) 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, Planning 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 detail description of each section.

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

Section I – Vendor, Business, Technical. And Operational Proposal	
I.A.1	Completed and Executed Mandatory Forms and Documents
I.A.1.1	Transmittal Letter (Attachment 11)
I.A.1.2	Vendor Checklist (Attachment 08)
I.A.1.3	Mandatory Vendor Questionnaire (Attachment 01)
I.A.1.4	Vendor Validation and Authentication Statement (Attachment 04)
I.A.1.5	CHRO Forms (Attachment 07)
I.A.1.6	Vendor Certifications (Attachment 09)
I.A.2	Executive Summary
I.A.3	Company Overview
I.A.4	Summary of Qualifications
I.A.4.1	Desktop Management Related Products and Services
I.A.5.1	Financial Overview
I.A.5.1.1	Financial Status
I.A.5.1.2	Copy of Annual Statement (Public Companies Only)
I.A.6	Vendor Customer References
I.B.1	Overview of the Proposed Solution
I.B.2	Business, Technical and Operational Requirements & Appendix A - Requirements Evaluation Matrix (REM) (Attachment 06)
I.B.3	High Level Business and Functional Requirements
I.C.1	Architecture Overview (Attachment 13)
I.D.1	Implementation Approach
I.E.1	Training Overview
I.F.1	Support and Maintenance Overview
I.G.1	Project Resources

Table of contents for Solution Proposal:

Section II – Solution Proposal

II.1 Executive Summary
II.2 Description of Proposed Implementation Organization and Roles
II.3 Solution Proposal Requirements (Attachment 12)
II.3.1 Implementation Work Plan
II.3.2 Implementation Requirements
II.3.3 Technical Assistance Requirements

Table of contents for Financial Proposal:

Section III – Financial Proposal

III.1 Executive Summary
III.2 Vendor Proposal Cost Worksheets (Attachment 03)
III.2.1 Cost Worksheet 1 for Licensing, POC Implementation, Training, Maintenance and Support
III.2.2 Cost Worksheet 2 for Optional Components
III.2.3 Cost Worksheet 3 for Optional Hardware
III.2.4 Cost Worksheet Example

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 must be clearly identified and signed, 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 # 08ITZ0056**) as 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 San 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. All screen shots provided from *Attachment 6 – Appendix A - Requirements Evaluation Matrix* must be clearly labeled with the **item number** that it references, **category**, and **requirements description.**
8. Oversize attachments or appendices should not exceed more than one fold to conform to 8 ½" X 11" ,
9. Resumes must be in a consistent format; but, they do not need to conform to the formatting guidelines for the proposal itself.

2.3 ELECTRONIC VERSIONS (CD-ROM)

The vendor is expected to provide the State with a two 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. The two sets are to be submitted in the following manner:

CD-ROM Set 1	CD-ROM 1:	Section I – Vendor, Business, Technical and Operational Proposal Section II – Solution Proposal
	CD-ROM 2:	Section III- Financial Proposal
CD-ROM Set 2	CD-ROM 1:	Section I – Vendor, Business, Technical and Operational Proposal Section II – Solution 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 worksheet attachments (e.g. Attachment 3 & 12) 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[1]. 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.*"

[1] Please refer to: http://www.adobe.com/support/salesdocs/1006759.html for additional information.

3 SECTION I – VENDOR, BUSINESS, TECHNICAL AND OPERATIONAL 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 are encouraged 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

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

3.1.1 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, mailing address, telephone number and extension, fax number as well as a valid email 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 *Section 2* of the RFP, to establish the vendor's full acceptance of all such requirements.

The vendor may use *RFP Attachment 11 - Vendor Transmittal Letter* as a template for this letter.

3.1.2 I.A.1.2 VENDOR CHECKLIST

Include completed *RFP Attachment 08 - Vendor Check List*. The Vendor Check List must immediately follow the Transmittal Letter.

3.1.3 I.A.1.3 MANDATORY VENDOR QUESTIONNAIRE

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

3.1.4 I.A.1.4 VENDOR VALIDATION AND AUTHENTICATION STATEMENT

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

3.1.5 I.A.1.5 CHRO FORMS

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

3.1.6 I.A.1.6 VENDOR CERTIFICATIONS

Include completed *RFP Attachment 09 - Vendor Certifications*.

3.2 I.A.2 EXECUTIVE SUMMARY

This RFP expects 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 shall not mention the dollar amount proposed for the project.

3.3 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 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
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 Active Government Clients or Customers
18. Years of Experience with EDMS Software or any projects of similar scope and Complexity
19. Resellers or Partners & Nature of Partnership
20. References (Name, Title, Mailing Address, Work Phone, Email 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…	

3.4 I.A.4 SUMMARY OF QUALIFICATIONS

Qualifications must contain a detailed description of the proposing firm and subcontractors (if applicable).

3.4.1 I.A.4.1 DESKTOP MANAGEMENT RELATED PRODUCTS AND SERVICES

Vendors must list the most recent systems installed 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 applicable, provide relevant experience and qualifications for all proposed subcontractors.

3.5 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.

3.5.1 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.

3.5.2 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).

3.6 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 with installed systems comparable to that being proposed for the State of Connecticut. The Department of Information Technology must be able to call the references directly without going through the vendor or reseller. 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?
    - Configuration/Hardware & Software.
    - # of Users, size of Database, or other factors that will help to determine size/scale of application solution.
    - Complexity or user interfaces or system interfaces.

3.7 I.B.1 OVERVIEW OF THE PROPOSED SOLUTION

Vendors are asked to briefly summarize the proposed solution including how they intend on satisfying the requirements for an Enterprise Desktop Management solution. 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.

3.8 I.B.2 RFP ATTACHMENT 06 – BUSINESS, TECHNICAL AND OPERATIONAL REQURIRMENTS & APPENDIX A - REQUIRMENTS EVALUATION MATRIX (REM)

The *RFP Attachment 06 – Business, Technical and Operational Requirements & Requirements Evaluation Matrix (REM)* will be placed into this section of the Vendor, Business, and Technical Proposal. It is important that the worksheets instructions are followed, including that all worksheet entries are completed. Instructions are contained within the *–Appendix A - Requirements Evaluation Matrix (REM)* document.

Honest responses to these questions are important because embellished claims of functionality or capabilities supported may lead to disqualification. The evaluation team may elect to benchmark submissions to existing proposed products and services via the benchmarking procedures outlined in the *RFP Section 3.3 Proposal Evaluation.*

3.9 I.B.3 HIGH LEVEL BUSINESS AND FUNCTIONAL REQUIREMENTS

Vendor may provide a brief overview regarding how there existing products and services can satisfy the intended solution.

Proposal should address any gaps, assumptions, or clarification in requirements not covered by the *RFP Attachment 06 – Business, Technical and Operational Requirements & Appendix A - Requirements Evaluation Matrix (REM),* direct vendor experiences relevant to deploying systems with comparable requirements, etc.

3.10 I.C.1 ARCHITECTURE OF PROPOSED PRODUCTS

Vendors are required to submit detailed product technical specifications organized as defined in this section.

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, explained 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.

3.10.1 Product Information

Provide product information which must include, but not be limited to, product name, description of the product and describe how the product meets the business, technical and functional requirements. Provide version number, service packs, date version was released for general use. If there is more than one product satisfies RFP requirements, each product must be listed and all product information listed as specified above in 3.10.

3.10.2 Architecture Design

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 products, interfaces, message formats and component functions. The detailed architecture design document(s) must address what will be required to implement the Desktop Management System utilizing *Attachment 13 – Network Architecture Diagram*. The design documents must include, but are not limited to the following:

3.10.2.1 Server descriptions – general functions and operational software components deployed (e.g., Management Server, Distribution Point Server, IIS, FTP, other services activated).

3.10.2.1.1 Describe each server to server connection and server to device connection illustrating communication dialog with protocols, type of message or content and paths. The diagrams should also show the (numbered) sequence of the communication dialog. These descriptions should include both internal and external environments (as appropriate).

3.10.2.2 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 and external environments (as appropriate).

3.10.2.3 Physical and Logical Data Flow Language: Describe what language the product is written in.

The implemented solution must comply with the Department of Information Technology's Enterprise-wide Technical Architecture (EWTA) guidelines and standards. Please refer to *http://www.ct.gov/doit/cwp/view.asp?a=1245&Q=253976&doitNav=|*, *or* *http://www.ct.gov/doit* and select Technical Architecture, for additional information on the EWTA's domain architecture. Rationale for any proposed exceptions to DOIT EWTA standards must be noted in the vendor's response. Exceptions to EWTA standards or guidance must be summarized separately as an addendum or exhibit to the architecture description.

3.11 I.D.1 IMPLEMENTATION APPROACH

Vendors must include the following sections in the description of their approach.

3.11.1 GENERAL APPROACH

3.11.1.1 Scope Statement

The vendor must restate the scope of the problem being addressed, and describe the proposed business and technical approach to providing a complete solution.

3.11.1.2 Risk Statement

Describe the risks associated with the implementation, the actions expected to be taken to address and mitigate the risks and the role the State is expected to play in mitigating the risks.

3.11.2 IMPLEMENTATION PROJECT MANAGEMENT

3.11.2.1 Proposed Implementation Work Plan – Minimum Expected Content

Vendors must provide a detailed proposed Work Plan (in Microsoft Project highly desirable) which clearly articulates the planning horizon for the proposed solution. It must include, but not be limited to Gantt charts showing the time lines, recommended tasks, task dependencies, milestones and resource allocations. An electronic version of the Work Plan must be submitted and defined under the general minimum requirements listed below:

1. Required vendor administration tasks and management overhead, such as status meetings, report submissions, cost and quality reviews, documentation and so on;
2. Vendor and/or State resources assigned to each task;
3. Administrator training;
4. Application data gathering;
5. Application customization activities;
6. Environment setup;
7. Application install & configuration activities
8. Proof of Concept stages;
9. Customer Acceptance
10. Warranty and Support Phase (12 Months)

Proof of Concept

A proposed schedule of tasks to be completed for a proof of concept (POC) pilot implementation and will include the tasks for both the staging and production environments. The POC implementation will include agency participation from DOIT, DVA, DOL and DOB.

- Pilot agencies – DOIT, DVA, DOL and DOB
- Number of devices at each of the pilot agencies: (25) Workstations and/or laptops, (2) Networked printers
- Intel Citrix Servers: (2) at DOIT only

Minimum Tasks to be performed during the POC:

- Administration Console installations/configuration for each Pilot Agency
- Delegation of Administrative Control to Product and Site Administrators
- Agent Installations
- Inventory Collection (Hardware and Software)
- Reporting
- Machine build (desktop, laptop, and Intel Server)
- Package Software
- Package Deployment
- Patch Deployment
- Rollback Recovery
- Contract/License Management (License Reconciliation)
- Remote Control

Details listed in *Attachment 12 – Proposed Solution Requirements*

Installation will be performed on site at 101 East River Drive, East Hartford, CT. The new system will be installed on staging servers and fully tested before moving to production. Installation of Administration Consoles and Agent Installations will be performed at each of the sites for the agencies that are participating in the POC. If vendor involvement is required for installation, work space and access to servers will be provided on site with DOIT staff members' assistance.

3.11.2.2 Implementation Deliverables

Vendors must identify, define and show examples and timing of deliverables it will provide for each plan event, tasks or milestone. Major Milestones may include but may not be limited to the following:

- Implementation Initiation, including acceptance of Work Plan;
- Application Configuration Requirements Confirmation;
- Application install for the POC environment;
- Demonstration / testing of application features with "live" systems/data as device in POC tasks Training delivery
- Customer Acceptance
- Warranty Phase

3.11.2.3 Organization Chart

Vendor must provide a proposed organization chart that clearly shows roles, reporting relationships, functional teams and their participants by titles. In addition, chart must include the names of all vendor supplied resources.

3.11.2.4 Implementation Manager

Vendor must describe responsibilities of their proposed manager. Provide detailed scope and duties information for vendor's implementation manager including all administrative activities.

3.11.2.5 Responsibility Statements

Describe responsibilities the vendor expects to assume and those they expect the State of Connecticut to assume. Include scope and description of responsibilities for each role/position identified on the organization chart. Identify all subcontractors and their respective role(s).

3.11.3 DOCUMENTATION

Vendor must create and deliver documentation utilizing DOIT's Standard Operating Procedure (SOPs) format for Level 1 - Help Desk and Level 2 - Product and Site Administrators developed during POC implementation. This should include but not be limited to user, operations and system documents. SOP format will be supplied to selected vendor.

3.11.4 SYSTEM TESTING

Vendor must provide a document explaining the test methodology they will use along with guidelines for establishing and maintaining testing environments.

3.11.4.1 Test Case Development

Vendor must provide sample formats it will use for developing and testing business test case scenarios including desired results. Vendor must also clearly define roles and responsibilities for all work involved in the testing process.

3.11.4.2 Additional Test Cases

The vendor must clearly state their agreement that the State can require certain types of test cases and/or transactions to be included in the test procedures. Furthermore, that it will allow State personnel to assist in the development of test cases and will resolve questions regarding requirements, policies as required.

User Acceptance Testing

The vendor must explain their method for user acceptance testing by the State.

3.12 I.E.1 TRAINING OVERVIEW

Vendor must state their responsibility for the content and delivery of all training and provide examples of their training methodology including their standard strategy for managing training environments.

Vendor must provide examples of their standard course material for training. Include information on recommended class size and hours per course for the following types of training:

Product Administrator Training – On site Training - Required

Vendor must provide examples of their standard approach for training the Product Administrators. The Product Administrators will maintain and administer the staging and production infrastructure environments that are hosted at Department of Information Technology as well as provide the Site Administrators at the agencies support when required. Include information on content format, delivery method, and instruction hours.

Agency Site Administrator Training – On site Training - Required

Vendor must provide examples of their standard approach for training the Agency Site Administrators. The Site Administrators will maintain and administer their agency environment (e.g., deploy agents, setup new computers, machine builds, package and deploy software, patch computers, etc.). Include information on content format, delivery method, and instruction hours.

Help Desk Training – On site Training - Required

Vendor must provide examples of their standard approach for training the Help Desk Support Technicians. The Help Desk Technicians gather the customer's information to determine the customer's issue and provides basic 1st level of technical support (e.g., assisting with how to questions, changing passwords, trouble-shooting incidents via remote control, setting up user accounts, etc.). Include information on content format, delivery method, and instruction hours.

Optional Training Methods

Vendor must provide examples of their standard approach for optional training methods. Include information on content format, delivery method, and instruction hours.

- Train the Trainer Training
- Computer/Web Based Training (CBT)

3.13 I.F.1 SUPPORT AND MAINTENANCE OVERVIEW

1. **Maintenance:** Vendor must provide details of their product maintenance policies and procedures. It should include, but not be limited to, descriptions of upgrade schedules and emergency fixes. Vendor and DOIT responsibilities must be clearly stated.

2. **Support:** Vendor must provide details of their support policies and procedure. Please respond separately for business hours support and off hours support. It should include, but not be limited to: the number of

support hours included annually, the level of staff available to answer questions, the 'not to exceed' response time and escalation criteria and procedures. Vendor and DOIT responsibilities must be clearly stated. The plan shall also identify whether application support is to be conducted from within the State VPN.

3.14 I.G.1 PROJECT RESOURCES

Proposal should address resources provided as well as required. The responsibilities/duties for each role should be well defined.

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 be needed? Consider if on-site space is needed to interact with teams. If so, what kind of space (e.g. 2 cubicles at DOIT.)

3.14.1 BIOGRAPHICAL SUMMARIES

Provide a ½ page maximum biographical summary for each member of the project team.

3.14.2 TEAM RESUMES

Attach resumes (3 pages maximum) for each member of the project team. Keep resumes as short as possible with emphasis on work experience, technical proficiencies, and projects during the last five (5) years. Include resource names and proposed project title on each page

Please specifically identify any member of your team that rely on any form of Work Visa for their authority to work in the United States; please specify the type of Visa, the Visa's expiration date and finally, the individual's formal sponsor as recognized by the Immigration and Naturalization Service.

Resumes should clearly indicate the relevant dates of each project and the amount of participation on the project as a fraction of a full-time equivalent. For example, if proposed developer only worked on a project half of this time, this would be reflected as "0.5 FTE" whereas a fulltime participant would be "1 FTE".

3.15 I.H.1 FUNCTIONAL REQUIREMENTS VENDOR RESPONSE FORM

This RFP has requirements that are located in the RFP itself as:

Attachment 02 – Vendor Proposal Format and Content Requirements
Attachment 06 – Business, Technical and Operational Requirements & Vendor Requirements Evaluation Matrix
Attachment 12 – Solution Proposal Requirements
Attachment 13 – Network Architecture Diagram

Responding vendors are expected to thoroughly review and respond to each of the requirements as referenced previously in *Section 1.1* of this document.

4 SECTION III – FINANCIAL PROPOSAL

Vendors must show all costs to the State of Connecticut for their proposed solution. For this RFP, the proposal shall be fixed price. If the vendor has determined a fixed price by estimating time and materials, the vendor will have the opportunity to detail these calculations and assumptions in the Cost Worksheets. They must also agree that any costs not included in this 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 will be 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* 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 your proposal that the proposal is valid for at least one (1) year 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.
- Pricing worksheets must be provided for any proposed system alternative(s). Vendors must include all necessary software, and maintenance to implement fully functional systems in the cost proposal. Submit a separate *Attachment 3* for each cost proposal alternative and specify that more than one alternative is available in the Financial Executive Summary.
- 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.

4.1.1 OTHER SYSTEM COST CONSIDERATIONS

4.1.1.1 PRICE PROTECTED PERIOD

Describe any price protection applicable to product service/maintenance payments during the periods cited in the above system cost worksheets.

4.1.1.2 APPLICABLE DISCOUNTS

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 your system cost worksheets. If your cost offerings already reflect any discount, 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 the RFP. Indicate your agreement to maintain the same discount rate as proposed.

4.2 III.1 EXECUTIVE SUMMARY

The Cost Proposal Executive Summary should recapitulate the proposal as broken down in *Attachment 3, Vendor Proposal Cost Worksheets*. Keep the summary to 1 to 2 pages maximum. Use *Attachment 3* to specify additional cost elaboration details. Clearly summarize the cost proposal and any additional costs elements that will interest the State of Connecticut. Please consider the following bullets below if any are applicable:

- Include any assumptions, qualifications, or explanations that will provide additional clarifications for understanding the cost proposal.

- Describe any price protection applicable to product service/maintenance payments during the periods cited in the above system 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 your system cost worksheets. If your 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 your 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.

4.3 III.2 RFP ATTACHMENT 03 - VENDOR PROPOSAL COST WORKSHEETS

The *RFP Attachment 3, Vendor Proposal Cost Worksheets* will be placed into this section of the financial proposal. The worksheet should be filled out completely per 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* document explains the RFP scoring process. Only qualified vendor, business, technical and solution proposals will have their cost proposals opened and examined.

Attachment 3

Vendor Proposal
Cost Worksheet Templates

1. Cost Information

For this RFP, the cost to deliver all business and technical requirements according to the proposed solution shall be a fixed price. Vendors shall include in the fixed price any application customization work necessary to meet all requirements.

1.1. General Cost Considerations

1.1.1. Application Software and Related Services

Vendors are required to present this information within Cost Worksheets #1, #2 , and #3 as applicable:

1.1.1.1. The cost information must include details of unit pieces 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. The cost should then be computed as a per device managed. The Initial estimate was 5,000 devices as specified in the proposal. If one or more items are bundled into a suite, the suite must list the items included.

1.1.1.2. Proposals must be valid for at least one (1) year and prices will be effective for one (1) full year. The vendor must indicate as such in the proposal response. 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.

1.1.1.3. Cost Proposals must follow the format of the worksheets found in this Attachment. The pricing worksheets provide the format for item-by-item pricing for software, maintenance, training, etc. Vendors must offer a Firm Fixed Price.

1.1.1.4. Pricing worksheets must be provided for any proposed system alternative(s). Vendors must include all necessary software, and maintenance to implement fully functional systems in the cost proposal.

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

1.1.1.6. All Maintenance and Support fees must clearly indicate when such fees are payable including the commencement and timing following any initial maintenance and support provided under the initial purchase. The specifics regarding the support must also be specified such as unlimited support, support hours, method used to request support such as email or phone, severity elevation, who can request support and number of support incidents allowed.

1.1.1.7. The vendor must fully disclose and explain any fees, charges, and costs that are dependent on other factors including, but not limited to, processor model. The State reserves the right to acquire hardware, operating and support software through its normal procurement channels for these items.

1.1.2. Optional Items

The vendor must also complete the Optional Items worksheet in this Attachment, whether or not these items are offered or available. If an item is not offered or available, the vendor should use “N/A” for that item.

1.1.3. Other System Cost Considerations

1.1.3.1. Price Protection Period

Describe any price protection applicable to product service/maintenance payments during the periods cited in the above system cost worksheets.

1.1.3.2. Applicable Discounts

Specify the basis and extent of any applicable product discounts (e.g., government, educational, multiple system installations, etc.) that may be available to the State but are not already reflected in your system cost worksheets. If your cost offerings already reflect any discounts, specify the type and percent of the discount(s) reflected. Prior state credits should not be included as or considered a discount or be reflected in the price.

The State reserves the right to make additions or reductions in awards as a result of this RFP. Indicate your agreement to maintain the same discount rate as proposed.

2. Worksheet Instructions

Vendors must use the following worksheets as a template to supply cost data. Provided "Item Descriptions" may be used, modified, or deleted, and additional items may be listed in order to accurately reflect the vendor's offering. Use of the templates below is subject to the following conditions:

2.1. Headings and general formatting must remain unchanged;

2.2. Only items that are essential to fulfilling the Business and Technical Requirements in this RFP should be listed on Worksheet #1;

2.3. If a line item on either Worksheet is included in another cost, enter $0 for that line item and, in the "Notes/Exceptions" column, indicate which other line item it is included in;

2.4. When applicable, the vendor must provide an estimated number of units (hours, days, users, servers, etc.) in the worksheets below necessary to fulfill the terms of the RFP to the best of their ability. It should be noted that the State of Connecticut will not bind any proposal to the estimated unit total, but the per unit cost must be fixed;

2.5. The vendor should use *RFP Section 1.3 – Background, Attachment 12 – Proposed Solution Requirements, and Attachment 13 –Network Architecture Diagram* as guidelines for determining costing information. The vendor is required to provide the cost for a comparable system. **DO NOT PROVIDE MINIMUM COSTING INFORMATION IF SUCH MINIMUMS WILL NOT ACCOMMODATE THE STATE'S NEEDS;**

2.6. On Lines #1-2 on Worksheet #2, please specify the number of and type of units the pricing accommodates (if applicable);

2.7. On Lines #1-2 on Worksheet #2, please list the minimum base number of units available;

2.7.1. If applicable, provide additional "bulk" discounts on a separate line(s) (e.g. 100 units reduces the per unit cost by x dollars);

2.8. No Line Items may be deleted from Worksheet #2. If the vendor does not offer a Line Item, they must enter "N/A";

2.9. Under Licensing on Worksheet #1, please compute the Total Licensing Cost as well as the Per device Cost based on 5,000 devices as stated in the RFP.

For evaluation purposes, the cost of the proposal will be calculated as follows:

1. Worksheet #1
    a. Each Section will be evaluated individually, and a score calculated.

2. Worksheet #2
    a. Lines #1 and #2 will be added together and evaluated;
    b. All other line items on Worksheet #2 will be evaluated on its own, separate from any other line items on that worksheet.
3. Worksheet #3
    a. Each Section will be evaluated individually, and a score calculated.

The Cost will account for 10% of the overall Final Evaluation.

Cost Worksheet 1—Based on 5,000 Devices
Summary of Proposed Costs Worksheet

Item	Item Description	Unit Price	Units of Measure	Estimated Units	Total Price	Notes/Exceptions	
			Licensing				
License Item #1							
License Item #2							
		Total Licensing Cost					
		Per Device Cost (Total Licensing Cost / 5,000 devices)					
		Proof of Concept Implementation and Testing Installation on DOIT-hosted servers (Redundant 3-Tier Architecture), including Configuration & Installation					
POC Implementation and Test							
		Total POC Cost					
			Training				
Audience For Training	**Delivery Method**	**Expenses**					
Product Administrator Training – On site Training	**Training Room at DOIT Facility with Computers Supplied**		**Max 14 Per Class**				
Agency Site Administrator Training – On site Training	**Training Room at DOIT Facility with Computers Supplied**		**Max 14 Per Class**				
Help Desk Training – On site Training	**Training Room at DOIT Facility with Computers Supplied**		**Max 14 Per Class**				

Travel and Lodging Expenses for Trainer (if applicable)								
	Total Training Cost							
		Maintenance & Support						
Maintenance (software product upgrades, patches, & version releases)								
License Maintenance (if separate)								
Support								
	Total Maintenance & Support Cost							
		Discounts (if applicable)						
Discount #1								
Discount #2								
	Total Discounts							
	Total Project Cost							

Five Year Total Cost Summary	Total	Year 1	Year 2	Year 3	Year 4	Year 5
Application Software						
Software Development (customization)						
License Fees						
Installation/Implementation Cost (POC)						
Training Cost						
Documentation Cost						
Maintenance/Support Cost						
Supplies Cost						
Project Management Cost						
Other Cost						

Cost Worksheet 2
Summary of Proposed Costs Worksheet
Optional Items

The items priced on this Worksheet are optional. The State reserves the right, but is not obligated, to purchase any or all of these items.

Item	Item Description	First Year	Annual (Years 2+)	Notes/Exceptions
	EDMS Solution			
1.	License fee(s) per additional ## [units] above those listed in Licensing Section on Worksheet #1			
2.	Software maintenance fee(s) per additional ## [units] above those listed in Maintenance & Support Section on Worksheet #1			
	Training			
1.	Train-The-Trainer Training			
2.	Computer/Web Based Training (CBT)			
	Total Cost for ALL Optional Items for First Three Years			

Cost Worksheet 3
Summary of Proposed Costs Worksheet
Optional Hardware Costs

The items priced on this Worksheet are optional. The State reserves the right, but is not obligated, to purchase any or all of these items.

Item	Item Description	First Year	Annual (Years 2+)	Notes/Exceptions
	Servers			
1.	Server description to include all server specifications (vendor, disk, memory, monitor, etc)			
2.	Software to be installed on Server			
	Workstations			
1.	Workstation description to include all workstation specifications(vendor, disk, memory, monitor, etc)			
2.	Software to be installed on Workstation			
3.	Computer/Web Based Training (CBT)			
	Other Required Hardware			
1.	Items such as KVM switches, hubs, routers			
	Total Cost for ALL Optional Items for First Three Years			

This proposal is valid for at least one (1) full year and the prices stated herein will be in effect for one (1) full year. _____

The vendor agrees that any across the board price decreases announced by the vendor for any products offered under this proposal will be passed on to the State. _____

EXAMPLE

Cost Worksheet 1—Based on 5,000 Devices
Summary of Proposed Costs Worksheet

Item	Item Description	Unit Price	Units of Measure	Estimated Units	Total Price	Notes/Exceptions
	Licensing					
Suite Of Packages	Includes Modules 1, 2. 5, 7	5,000.00	Per Installation	1	5,000.00	Only one suite per enterprise installation
Module 2		1,000.00	Per Agency	3	3,000.00	One module needed per unique site
Device Agent		5	Per managed device	5,000	60,000	Non Managed devices are not charged
Database Module	CMDB	200	Per CPU	8	1,600	2 Servers quad CPU
	Total Licensing Cost		69,900			
	Per Device Cost (Total Licensing Cost / 5,000 devices)		(69,900/5000)=$5.80 per Device			
	Proof of Concept Implementation and Testing Installation on DOIT-hosted servers (Redundant 3-Tier Architecture), including Configuration & Installation					
POC Implementation and Test						
	Total POC Cost					

		Training						
Audience For Training		**Delivery Method**	**Expenses**					
Product Administrator Training – On site Training		**Training Room at DOIT Facility with Computers Supplied**	**$5,000**	**Max 14 Per Class**				
Agency Site Administrator Training – On site Training		**Training Room at DOIT Facility with Computers Supplied**	**$3,000**	**Max 14 Per Class**				
Help Desk Training – On site Training		**Training Room at DOIT Facility with Computers Supplied**	**$2,000**	**Max 14 Per Class**				
Travel and Lodging Expenses for Trainer (if applicable)			**$2,000**					
			Total Training Cost	**$12,000**				
		Maintenance & Support						
Maintenance (software product upgrades, patches, & version releases)								
License Maintenance (if separate)								
Support								
			Total Maintenance & Support Cost					
		Discounts (if applicable)						
Discount #1								
Discount #2								
			Total Discounts					
			Total Project Cost					

ATTACHMENT 4 - VENDOR PROPOSAL VALIDATION AND AUTHENTICATION STATEMENT

Vendor Organization: _____

FEIN # _____ (the "Company").

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 signer attests that the given proposal represents:

1. Full and unconditional acceptance of all stipulated administrative requirements of this **RFP, # 08ITZ0056,**
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. As noted in Attachment 2, vendors should 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 24-49 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.

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This Information Processing Systems Agreement hereinafter referred to as the "Agreement" or "contract" 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 Department may extend this Agreement in its sole discretion, prior to Termination in accordance with the provisions of Section 28. 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) “Contracting Agency” as used herein, shall mean the Department of Information Technology.

b) "Department" as used herein, shall mean the Department of Information Technology.

c) “RFP” as used herein, shall mean the Request For Proposal **#08ITZ0056** issued by the State on **June 19, 2008** concerning the **Enterprise Desktop Management System.**

d) “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 the RFP and, as may be further defined pursuant to this Agreement.

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

f) “Project Implementation Summary (Exhibit 1)” as used herein, which is attached to and made a part of this Agreement, shall mean that document which itemizes milestones, phases, stages, and Deliverables by date of completion, including where checkpoints are to be taken to assure the Department that the provision of Deliverables is proceeding according to schedule.

g) “Project Implementation Schedule (Exhibit 2)” as used herein, which is attached to and made a part of this Agreement, shall mean that document which itemizes agreed invoice amounts by date, as specified in the Project Implementation Summary, Purchase Orders or Change Orders, subject to State acceptance of associated Deliverables.

h) "Product Schedule (Exhibit 3)" as used herein, which is attached to and made a 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.

i) "Alterations" as used herein, shall mean modifications made by the State or the Department to any Deliverable thereby making such Deliverable non-conformant with Contractor design and/or operation specifications.

j) "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 a Department and reported to Contractor.

k) "Purchase Order" as used herein, shall mean a document issued by the State's Contracts & Purchasing Division on behalf of the Department for one or more Products or Deliverables in accordance with the terms and conditions of this Agreement.

l) “Licensed Software” as used herein, shall mean computer program(s) acquired from Contractor under an agreement whereby the State 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.

m) "Designated PU" as used herein, shall mean any Processor Unit (PU) or attached processor (AP) complex, including associated peripheral units, specified in the Attachment. The Attachment may designate more than one PU for either different Sites or Site(s) with multiple interconnected PU's.

n) "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.

o) "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.

p) “POP” (Primary Operation Period) as used herein, shall mean the days and hours of normal system operations and availability, which is to be 18 hours per day, 7 days a week

q) “PPM” (Prime Period Maintenance) as used herein, shall mean maintenance services and/or technical support performed between 8:00 AM and 5:00 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).

r) “Warranty Period” as used herein, shall mean the twelve (12) months following acceptance by the Department of the System after successful completion of all Site 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 shall 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

6) Implementation Summary, if applicable

7) Current Product Schedule, if applicable

8) Invoice Schedule, if applicable

9) Total Cost

10) Valid authorization from Contracts and Purchasing Division

b) Any Purchase Order which has been accepted by the Contractor, and subject to the terms and conditions of this Agreement and shall remain until such time as the Purchase Order obligations are fulfilled or until State acceptance of full performance of all requirements contained therein, or extended or terminated sooner under the terms of this Agreement.

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, on any designated PU specified in a Purchase Order and for no other purpose. Any such Licensed Software shall be nonexclusive and nontransferable. The Department agrees that it shall use its best efforts to prohibit any Licensed Software Deliverable use in a manner, whether directly or indirectly, which would enable the Department's users to use the Licensed Software on any other PU.

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.

i) The Department may make a maximum of five (5) backup copies of each Licensed Software Deliverable and a maximum of five (5) copies of the user manuals/documentation and supporting materials for each such software Deliverable and shall have no cost or charge to the State associated with the making of these copies. The Department shall maintain an accurate record of the location of such copies at all time and such record shall be available to Contractor. All such copies shall be subject to the terms and conditions of this Agreement.

4. PROJECT ADMINISTRATOR

a) The Department shall designate a Project Administrator, who shall be replaced at the sole discretion of the Department. The Project Administrator shall be the sole authority to act for the Department under this Agreement, solely for any Deliverable(s) initially acquired/installed from the Contractor and such sole authority shall continue to be in effect until successful completion of the Warranty Period. Whenever the Department is required, by terms of this Agreement to provide written notice to the Contractor, such notice must be signed by the Project Administrator or, in that individual's absence or inability to act, such notice shall be signed by the Commissioner of the Department.

b) The milestones and deliverables that are defined in the Invoice Schedule will be recognized for the purposes of payment to the Contractor. For each of these milestones and all associated deliverables, the Suppler will submit an invoice with sufficient detail to justify the charges along with a copy of the Department's "Notice of Acceptance" letter for that milestone and all associated deliverables to the Project Administrator.

c) Any additions to or reductions in the Deliverables and prices for work completed in the performance of the Project Implementation Summary 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 modification in the functional requirements and processing procedures.

Other changes might involve the correction of system deficiencies after the operations phase has begun, or other changes specifically required by new or amended State laws and regulations. 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 there be any change in the Project Implementation Summary, until Contractor's receipt of a Purchase Order or Purchase Order Change Notice. 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 work day next following written Contractor notification to the Department that the Deliverable is installed and ready to undergo evaluation and acceptance testing. The evaluation and acceptance testing is defined as successful execution of the final SAT followed by thirty (30) contiguous days of Deliverable performance and Contractor service which satisfies State criteria specified in Section 9. SOFTWARE MAINTENANCE & SUPPORT. For a Deliverable installed by Department, said period shall commence on the Department workday next following receipt of the Deliverable by Department.

b) Should any Deliverable fail to be satisfactory as specified in Subsection 7.a. due to circumstances beyond Contractor's control, 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. The license shall be effective commencing on the "Acceptance Date" which shall be considered to be the first workday following the successful Deliverable evaluation and acceptance period. 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 7.a., the Department may then release the Deliverable to Contractor and be relieved of all financial obligations therefore

e) Notwithstanding Subsection 7.c., for any Deliverable under this Agreement, the “Acceptance Date” shall mean the first workday following the successful System evaluation and acceptance period.

8. PAYMENTS & CREDITS

a) The Department shall pay any charges for Deliverables shown in each Attachment promptly after receipt of the Contractor invoice applicable to the calendar month or other period during which Contractor has the obligation to provide the Deliverable to the Department (hereinafter referred to as the "Due Date"). Any such charges for a partial month or period shall be prorated. Charges for licenses shall apply starting with the relevant Acceptance Date; charges for associated services shall apply starting with the relevant dates specified in the pertinent Attachments.

b) Payment of Contractor charges for any license term or license maintenance and support term shall entitle the Department to use the 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. Notwithstanding any such assignment, Contractor agrees that the Department shall quietly have and enjoy use of the Deliverable, 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. No Deliverable assignment by Contractor shall relieve Contractor of any obligations under this Agreement without prior written Department consent in each such instance.

d) The Department shall be liable to Contractor for a charge for an item that is not listed on the Product Schedule only if the related order has been placed by an authorized State representative. Any Contractor time and materials charge shall reflect only reasonable expenditures actually incurred by Contractor in rendering Department services at the Deliverable installation site.

e) 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.

f) When the license term specified in the Attachment is less than perpetual, all charges for maintenance and support are included in the periodic license fee.

g) 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.

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

i) Failure by the Department to make payment within the forty-five (45) day period after which services have been rendered and an undisputed invoice provided, shall not constitute a default or breach, but rather, shall entitle Contractor to receive interest on the undisputed amount outstanding after said forty-five (45) days in accordance with State of Connecticut statutes.

j) Notwithstanding this Section 8., Invoices for Deliverables shall be paid as follows:

1) The Department shall pay Contractor within forty-five (45) days after Deliverables have been accepted by the Department and an invoice in accordance with the Project Implementation Schedule has been received. Charges for services shall be based upon actual billable time incurred for such Deliverables, however, such charges shall not exceed the associated “not-to-exceed cost” in accordance with the Invoice Schedule.

2) There shall be a ten percent (10%) 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

4) Contractor shall upgrade or increase number of fields during the initial term at no additional cost

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

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: (Available-Time-per-Month) - (Downtime-per-Month)

Computed % Reliability = ----------

(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.

(720 – 3.60)

Then: Computed % Reliability = ---------- = 99.5%

720

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. 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.

12. 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.

13. 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.

14. 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 14.) 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.

15. 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.

16. 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.

17. 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 48. WORKERS' COMPENSATION.

18. 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.

19. LIMITATION OF LIABILITY

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.

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.

22. REMEDIES AND LIQUIDATED DAMAGES

22.1. 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.

22.2. 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 in within ten (10) business days of receipt of written notification of the imposition of a remedy by the Department.

22.3. LIQUIDATED DAMAGES

The liquidated damages prescribed in this section are not intended to be in the nature of a penalty, but are intended to be reasonable estimates of the State's projected financial loss and damage resulting from the Contractor's nonperformance, including financial loss as a result of project delays. Accordingly, in the event Contractor fails to perform in accordance with this Agreement, the State may assess liquidated damages as provided in this Section.

a) Failure to Provide Deliverables: In the event the Contractor fails to provide Deliverables in accordance with the Project Implementation Summary, the State may assess a liquidated damage of $1,000 each business day of such failure. Liquidated damages assessed pursuant to this paragraph shall not exceed five percent (5%) of all amounts then currently payable to Contractor, or $5,000, whichever is greater

b) Failure to Return to Normal Operating Condition: In the event the System is not in normal operating condition for reasons other than those constituting Force Majeure, or the introduction of a software virus, and Contractor fails to return the System to normal operating condition, or activate interim manual operations as per the business and technical requirements, within four (4) hours following notification, the Department may assess a liquidated damage of $1,000 per hour beyond the four (4) hours that the System is not in normal operating condition. If the inoperability of the System is caused by the introduction of a software virus, the damages specified in paragraph (c) of this section shall apply. Liquidated damages assessed pursuant to this paragraph shall not, for any given event where the System is not in normal operating condition, exceed 100% of all amounts then currently payable to Contractor, or $60,000, whichever is greater

c) Introduction of Software Virus: In the event Contractor introduces any software virus into the System or any other Department or state or federal agency system, the Department may assess a liquidated damage of

$5,000 per incident. Should the software virus cause system downtime, failure to return the system to normal operating condition within four (4) hours will result in liquidated damages of $5,000 per hour beyond the initial four hours. Should a software virus introduced by the Contractor cause any other State system downtime, this shall be considered a separate incident and liquidated damages will be assessed at a rate of $5,000 per hour of downtime for each State system. Contractor shall additionally bear the cost of all claims, judgments, legal fees, and associated costs due to Contractor negligence, misconduct, security breach or any other cause hereunder that is directly attributable to the Contractor. Liquidated damages assessed pursuant to this paragraph shall not, for each event or incident, exceed 100% of all amounts then currently payable to Contractor, or $300,000, whichever is greater

d) Contractor's Responsibility for Substandard Performance: The Contractor shall be responsible for ensuring that performance for a particular activity or result that falls below the Project Implementation Summary, or this Agreement, must improve within thirty (30) days of the first assessment of liquidated damages for that activity or result. In the event the Contractor's performance continues to be unacceptable following the assessment of a liquidated damage and implementation of a Corrective Action Plan, the Department may in its discretion impose a lump sum liquidated damage of $10,000 for each month that the Contractor's performance fails to improve. This remedy shall be a separate remedy above and beyond any other remedies the Department may have at law or equity, including Termination.

e) Right to Terminate on Failure to Cure: If the Contractor fails to cure any noncompliance or nonperformance related to an assessment of liquidated damages, within five (5) POP days, the State may terminate this Agreement pursuant to the Termination sections, herein

f) Contractor responsibility for associated costs:

1) If the State terminates this Agreement pursuant to this Section, Contractor shall be responsible to the State for all costs incurred by the State that are reasonably attributable to the Contractor's non-compliance or substandard performance, including costs to replace the Contractor and procure related products and services

2) Contractor shall bear the cost of all claims, judgments, legal fees, and associated costs due to negligence, misconduct, security breach or any other cause that is directly attributable to the Contractor's performance under this Agreement

g) Cap on damages: Damages imposed pursuant to this Agreement shall not in the aggregate exceed 200% of the Total Project Cost of this Agreement

h) Method of Payment: The State may elect to assess a liquidated damage directly to the Contractor, or it may deduct amounts assessed as liquidated damages as set-off against payments then due to the Contractor or which become due at any time thereafter

23. 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 Attachment, 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

24. 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 the Proposal or other response to

the RFP issued by the State.

Notices sent by United States mail with postage prepaid shall become effective when mailed.

25. AUDIT REQUIREMENT FOR STATE GRANTS

For purposes of this paragraph, the word “contractor” shall be read to mean “nonstate 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.

26. 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.

27. 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.

28. 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.

29. 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.

30. 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.

31. 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.

32. 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.

33. 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 Contract, any subcontract, or amendment to either, is transferred back to the State or to another contractor at any time for any reason, then the Contractor shall cooperate fully with the State, and do and perform all acts and things that DOIT deems to be necessary or appropriate, 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 Contract. The Contractor shall not enter into any subcontract for any part of the performance under the Contract without approval of such subcontract by DOIT, 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 DOIT 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 Contract.

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: n/a; (2) all software created or modified pursuant to the Contract, subcontract or amendment: n/a; 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 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 DOIT identifies, all Records and Public Records created or modified pursuant to the Contract, subcontract or amendment no later than the latter of (1) the time specified in the section in this Contract concerning Termination for the return of Records and (2) 10 days from the date that the work under the Contract 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.

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 contracts with its subcontractors and applicable Contractor Parties so that they are similarly obligated.

34. 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.

35. 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.

36. 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.

37. 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.

38. 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.

39. 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.

40. 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 uncopyrighted 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.

41. 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.

42. 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 Contract.

43. 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.

44. 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.

45. NONDISCRIMINATION PROVISIONS

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

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

(1) The contractor agrees and warrants that in the performance of the contract such contractor will not discriminate or permit discrimination against any person or group of persons on the grounds of race, color, religious creed, age, marital status, national origin, ancestry, sex, mental retardation 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, or physical disability, including, but not limited to, blindness, unless it is shown by such contractor that such disability prevents performance of the work involved; (2) the contractor agrees, in all solicitations or advertisements for employees placed by or on behalf of the contractor, to state that it is an "affirmative action-equal opportunity employer" in accordance with regulations adopted by the commission; (3) the contractor agrees to provide each labor union or representative of workers with which such contractor has a collective bargaining agreement or other contract or understanding and each vendor with which such contractor has a contract or understanding, a notice to be provided by the commission advising the labor union or workers' representative of the contractor's commitments under this section, and to post copies of the notice in conspicuous places available to employees and applicants for employment; (4) the contractor agrees to comply with each provision of this section and sections 46a-68e and 46a-68f and with each regulation or relevant order issued by said commission pursuant to sections 46a-56, 46a-68e and 46a-68f; (5) the contractor agrees to provide the Commission on Human Rights

and Opportunities with such information requested by the commission, and permit access to pertinent books, records and accounts, concerning the employment practices and procedures of the contractor as relate to the provisions of this section and section 46a-56.

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

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

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

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

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

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

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

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

46. 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.

47. 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.

48. 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.

49. 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.

50. 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.

THE REMAINDER OF THIS PAGE IS LEFT BLANK INTENTIONALLY

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: _____	Diane S. Wallace
TITLE: _____	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 & Requirements Evaluation Matrix

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Enterprise Desktop Management

1.0 Understanding Requirements

DOIT currently provides desktop services to 15 executive branch agencies with approximately 1,000 pcs/laptops and terminal services utilizing XenApp (Citrix) with 46 servers in the farm with a client base of 1,900. Over the next year, the XenApp (Citrix farm) is expected to increase to 121 servers with a client base of 3,900. The XenApp (Citrix) servers are utilized to deliver Microsoft Office, Visio, Project, Publisher, Adobe Reader and agency specific applications to the desktops/laptops. DOIT utilizes Microsoft Windows 2000, 2003 server with Active Directory. DOIT desktop and laptop install base utilizes Windows 2000 Pro, Windows XP Pro, Windows Vista operating systems and has a variety of Microsoft and other shrink-wrap products installed; however, a number of State Agencies that will utilize the EDMS product have other network/server operating systems (e.g., Novell, Windows NT Server) and older desktop operating systems (e.g., Windows 95, Windows NT), shrink-wrap software versions and legacy applications.

DOIT's supporting staff is considered "Product Administrators" of the system. Each agency that subscribes to this new service offering will have designated agency Site Administrator(s). The agency "Site Administrator" is the primary technical point of contact with DOIT staff and supports all desktops/laptops and in some cases, their own Intel servers and XenApp (Citrix) environments for their assigned agency. Both DOIT Product and agency System administrators performs all level 1-2 support and relies on the vendor for level 3 escalation.

2.0 DOIT System Goals

The EDMS project initiated as the result of the ever expanding deployment of servers, desktops and laptops that require lifecycle management. Lifecycle management is performed at each of the other agencies that have their own technical staff. The tools and processes utilized today solve a limited set local and immediate needs within the organization. DOIT recognizes that with no enterprise standard solution coupled with the shortage of technical resources and lack of and/or insufficient tools, the cost of managing these environments continues to increase and productivity and customer satisfaction decreases.

DOIT wishes to acquire an EDMS product to provide a cost-effective enterprise solution. The solution must be capable to manage the lifecycle for desktops, laptops, network printers, Intel servers and XenApp (Citrix) Farm environments in a centralized and de-centralized environment. The solution must provide hardware and software asset inventory, software packaging/distribution, patch management, remote control, hardware management, software license management/compliance, data/settings migration, security configuration management, and policy management. A wide range of support for various hardware devices, networking operating systems, server and desktop operating systems, Microsoft and shrink-wrap software support will be required to adequately support the organization.

3.0 Architecture and Device Support

This section will detail:

1. The operating systems that the product supports.
2. The type of database utilized by the product to provide a comprehensive Enterprise Desktop Management Solution.
3. The devices that the product supports and in what manner they are supported.

4.0 Administration Management

This section will detail:

1. How the product is administered.
2. How the hierarchal structure of the state is addressed and maintained.
3. How delegation to state agency administrators of the various products comprising the Desktop Management is performed.
4. How the actual tasks are performed on the devices.

5.0 Inventory/Asset Tracking

This section will detail:

1. What data comprises the inventory solution
2. How is the inventory built and maintained.
3. How the inventory is imported into the solution
4. How the data is exported from the solution.

6.0 Software Distribution

This section will detail:

1. The methodology the software packages are distributed.
2. Integration of the product with the various Directory services utilized by the State.
3. The ability of the solution to create customizable software packages.
4. The ability of the solution to distribute packages in a environment where network connectivity loss can occur.
5. The methodology used to create the software packages.

7.0 Software License Management/Compliance

This section will detail:

1. The solution utilized to maintain a comprehensive licensing solution including package name and associated attributes the software itself. These attributes include but not limited to version information, purchase information, site licensing, and compliance reporting..

8.0 Remote Control

This section will detail:

1. The solution utilized to remote control a managed or unmanaged device.
2. The methodology used to perform the remote control operation.
3. The requirements description provided the administrator and device user.

9.0 Patch Management

This section will detail:

1. The scope of the patch management solution (Microsoft products, 3rd party products)
2. The reports provided by the patch management piece.

10.0 Intel Servers / Citrix Environment

This section will detail:

1. How the solution will operate in a Citrix environment.
2. The solutions capability to integrate into a Citrix farm.
3. The solutions capability to create and manage Citrix farms.

11.0 Appendix A - Requirements Evaluation Matrix

Instructions

This Requirements Evaluation Matrix (REM) serves as a tool for the vendor to determine how their products and services map to the DOIT project requirements. The document also assists the vendor in identifying potential gaps which can be addressed in the RFP response (e.g. Project Plan, Alternate Proposals.) The vendor will self score their products and services against each requirement. This is equivalent to a gap analysis and the resulting due diligence will be used by the evaluation team.

Explain answers, provide alternatives: For each requirement vendor will provide evidence or details under "Vendor Notes (Mandatory)" on how they can or can not satisfy the requirement. It is unacceptable to state comments like, "The system does/does not support this requirement." Rather explain how, where, why the system does or does not support. For instance, a requirement may state "Must be a static IP address" and the vendor scores this with a zero (0) because experience shows the requirement should be "DHCP". It would be useful to state the reasoning or alternatives for a requirement.

The REM values for each column are as follows:
Key – Maps to the requirement key in the requirements specification (attachment 6).
Requirement Description – A brief description (but not complete) of the requirement. This column is to aide both vendor and evaluator. Refer to the Requirements Specification for the full and de facto definition.
Priority – Required=REQ, Optional=OPT (same value as in requirement specification.)
Screen Shot – Required=REQ, Optional=OPT. Screen shot must be labelled with the Major heading of the requirement and the column number. An acceptable heading for a screen shot is "Inventory asset and Tracking 26"
Vendor Score – values will be 3 to 0 (Vendor can not provide a different set of values or redefine the meaning of these values.)

- **3** – Exceeds Minimum Requirement in Vendor Product and Service Offerings
- **2** – Meets Specifications in Vendor Product and Service Offerings.
- **1** – Will be Supported in Vendor Product and Service Offerings and will be released in the next 6 to 9 months
- **0** – Not Supported and No Interest to Support

Vendor Notes (Mandatory) – elaboration on self-scores by stating how vendor satisfies or can substantiate requirement. Explain How, Why, Where, product, version, release date, etc. on how you satisfy the requirement. Possible response examples that may be satisfactory are: 1) This Requirements Description is currently satisfied in <product x>, version y.y; 2) This feature is currently under development for <product x>, version y.y and is expected to be released dd-MMM-yyyy; 3) Our team has performed a comparable <industry sector> implementation that ….

Additional Points

- Vendor must provide a response even for requirements tagged with a Priority of optional or responsibility of not the vendor.
- An incomplete or unsatisfactory response for any line will receive a vendor score of zero (0).
- Responses within the REM are subject to Sections 3.3.3 to 3.3.6 of the Request for Proposal (RFP) regarding Benchmarking.
- Do not add rows or columns to any of the tables. Text submitted outside of the Vendor Score or Notes boxes will not be considered.
- Start the requirements gap analysis early in the proposal process because this effort will provide your proposal team with critical knowledge that will assist with response development.
- HINT: The mandatory vendor notes are very important and a heavily weighted-component of the REM score. Proposals with a REM that is self-scored high but has poor or little explanation will most likely score lower than other proposals with thorough and complete explanations.

Section 3.0 Architecture and Device Support

	A	B	C	D	E	F
ITEM #	**Category**	**Requirements Description**	**Priority**	**Screen Shot**	**Vendor Score**	**Vendor Notes (Mandatory)**
1	Architecture and Device Support	Operating systems for servers to support the product must support Windows 2003 Server	**REQ**	OPT		
2	Architecture and Device Support	Database for product CMDB must support SQL 2005	**REQ**	OPT		
3	Architecture and Device Support	CMDB database must be open sourced	**REQ**	OPT		
4	Architecture and Device Support	Ability to export all or selected inventory data from the CMDB database utilizing common data formats and/or APIs	**REQ**	OPT		
5	Architecture and Device Support	Ability to import all or selected inventory data to the CMDB database utilizing common formats and or/APIs	**REQ**	OPT		

6	Architecture and Device Support	Ability for managed devices include inventory scanning, software distribution, patch management and remote control for: ➢ Intel Servers	**REQ**	OPT		
7	Architecture and Device Support	Ability for managed devices include inventory scanning, software distribution, patch management and remote control for: ➢ Desktops	**REQ**	OPT		
8	Architecture and Device Support	Ability for managed devices include inventory scanning, software distribution, patch management and remote control for: ➢ Laptops	**REQ**	OPT		
9	Architecture and Device Support	Ability for non-managed devices for inventory scanning include the following: ➢ Networked Printers	**REQ**	OPT		

10	Architecture and Device Support	Product must support node operating systems for inventory scanning, software distribution, patch management, and remote control for the following: **Desktop/Laptops:** ➢ Windows 2000 ➢ Windows XP ➢ Windows Vista (32 bit)	**REQ**	OPT		
11	Architecture and Device Support	Product must support node operating systems for inventory scanning, software distribution, patch management, and remote control for the following: **Intel Servers**: ➢ Windows 2000 ➢ Windows 2003 (32 bit) ➢ Windows 2003 (64 bit)	**REQ**	OPT		

Section 4.0 Administration Management

	A	B	C	D	E	F
ITEM #	**Category**	**Requirements Description**	**Priority**	**Screen Shot**	**Vendor Score**	**Vendor Notes (Mandatory)**
12	Administration Management	Product provides web based management console	**OPT**	OPT		
13	Administration Management	Product provides 32-bit based management console	**REQ**	REQ		
14	Administration Management	Web based administration console is supported by Internet Explorer version IE 6	**REQ**	OPT		
15	Administration Management	Web based administration console is supported by Internet Explorer version IE 7	**OPT**	OPT		

16	Administration Management	Provide method that allows separation of State agencies while utilizing a hierarchal tree structure with delegated administration capabilities and the ability to rollup inventory to the master CMDB database without requiring additional database server for each agency.	**REQ**	REQ		
17	Administration Management	Provide method that allows separation of State agencies while utilizing a hierarchal tree structure with delegated administration capabilities and the ability to rollup inventory to the master CMDB database whereas providing additional servers is optional.	**OPT**	OPT		
18	Administration Management	Ability to report on all state agency inventory information at the enterprise level	**REQ**	OPT		

19	Administration Management	Ability to push new tasks to clients for updates	**REQ**	OPT		
20	Administration Management	Ability to pull new tasks for client updates	**REQ**	OPT		
21	Administration Management	Ability to receive new tasks by client initiation	**OPT**	OPT		
22	Administration Management	Ability for client to receive new tasks on demand (from console)	**REQ**	OPT		
23	Administration Management	Ability to distribute and remove software by policy group definition	**REQ**	OPT		
24	Administration Management	Product provides multiple methods capability to deploy the agent without visiting the device to install the agent	**OPT**	OPT		

Section 5.0 Inventory/Asset Tracking

	A	B	C	D	E	F
ITEM #	**Category**	**Requirements Description**	**Priority**	**Screen Shot**	**Vendor Score**	**Vendor Notes (Mandatory)**
25	Inventory/Asset Tracking	Product allows to add manual entries to track other assets via administrator defined fields (e.g., monitors, asset tags, blackberries)	**REQ**	REQ		
26	Inventory/Asset Tracking	Product captures hardware information for Desktops, Laptops and Intel Servers	**REQ**	REQ		
27	Inventory/Asset Tracking	Product captures and records software information that is installed on Desktops, Laptops and Intel Servers	**REQ**	REQ		
28	Inventory/Asset Tracking	Product provides a method to auto discover and report on system information for managed devices (Desktops, Laptops, Intel Servers)	**REQ**	OPT		
29	Inventory/Asset Tracking	Product provides a method to auto discover and report on system information for non-managed devices (Network Printers).	**OPT**	OPT		

30	Inventory/Asset Tracking	Ability to collect and record Registry information	**OPT**	**OPT**		
31	Inventory/Asset Tracking	Ability to collect and record exhaustive list of administrator defined files	**OPT**	**OPT**		
32	Inventory/Asset Tracking	Product must allow for on demand option to collect information	**REQ**	OPT		
33	Inventory/Asset Tracking	Ability to schedule information collection	**REQ**	REQ		
34	Inventory/Asset Tracking	Ability to allow an administrator to collect information based on an event (e.g. – login)	**OPT**	OPT		
35	Inventory/Asset Tracking	Product provides pre-defined reports for hardware, software, patches	**REQ**	REQ		
36	Inventory/Asset Tracking	Ability to provide historical reporting	**OPT**	OPT		
37	Inventory/Asset Tracking	Ability to provide up-to-date reporting information based on last scan	**REQ**	OPT		
38	Inventory/Asset Tracking	Ability to provide text-base reports	**REQ**	OPT		
39	Inventory/Asset Tracking	Ability to customize reports	**REQ**	OPT		
40	Inventory/Asset Tracking	Ability to easily create ad-hoc reports from wizard	**OPT**	**OPT**		
41	Inventory/Asset Tracking	Ability to export data to common formats	**REQ**	OPT		

42	Inventory/Asset Tracking	Ability to build customized reports and queries that can be distributed via a URL link	**OPT**	OPT		
43	Inventory/Asset Tracking	Ability to provide graphical reports	**OPT**	OPT		
44	Inventory/Asset Tracking	Ability to scan and capture information for plug and play devices	**OPT**	OPT		
45	Inventory/Asset Tracking	Ability to scan and capture information for USB devices	**OPT**	OPT		
46	Inventory/Asset Tracking	Ability to scan and capture information for Fire wire devices	**OPT**	OPT		
47	Inventory/Asset Tracking	Ability to capture information from bar code scanner	**OPT**	OPT		

Section 6.0 Software Distribution

	A	B	C	D	E	F
ITEM #	**Category**	**Requirements Description**	**Priority**	**Screen Shot**	**Vendor Score**	**Vendor Notes (Mandatory)**
48	Software Distribution	Ability to distribute software utilizing policy-based methods	**REQ**	OPT		
49	Software Distribution	Ability to target software distribution based on group membership (e.g. – all users in the Marketing Unit will get X, Y, Z installed on their device)	**REQ**	OPT		
50	Software Distribution	Product integrates with Microsoft, Active Directory **without requiring schema extension or cloning/adding directory services**	**REQ**	OPT		
51	Software Distribution	Product integrates with Novell, NDS **without requiring schema extension or cloning/adding directory services**	**REQ**	OPT		

52	Software Distribution	Product integrates with Microsoft, NT Directory **without requiring schema extension or cloning/adding directory services**	**OPT**	OPT		
53	Software Distribution	Ability to distribute MSI Files	**REQ**	OPT		
54	Software Distribution	Ability to create and deploy custom installations	**REQ**	OPT		
55	Software Distribution	Ability to perform snapshots and deploy	**REQ**	OPT		
56	Software Distribution	Ability to detect a network disconnect while installing	**REQ**	OPT		
57	Software Distribution	Ability to restart tasks (checkpoint restarts) where they left off if there is a disconnect (interruption of tasks being performed)	**REQ**	OPT		
58	Software Distribution	Ability to throttle back to give Priority to other traffic	**OPT**	OPT		
59	Software Distribution	Ability to uninstall software and files	**REQ**	OPT		

60	Software Distribution	Ability to designate unauthorized software and remove if installed	**OPT**	OPT		
61	Software Distribution	Ability to designate unauthorized files and remove if found	**OPT**	OPT		
62	Software Distribution	Ability to rollback to perform a recovery from a software installation	**REQ**	OPT		
63	Software Distribution	Ability to repair applications (self-healing)	**OPT**	OPT		
64	Software Distribution	Ability to push a software installation	**REQ**	REQ		
65	Software Distribution	Ability to pull a software installation	**REQ**	OPT		
66	Software Distribution	Ability to schedule a software installation by date/time as defined by the administrator	**REQ**	OPT		
67	Software Distribution	Ability to schedule a software installation based on an event defined by the Administrator	**REQ**	OPT		

68	Software Distribution	Ability for software installations and removals for missed scheduled events	**REQ**	OPT		
69	Software Distribution	Ability to specify hardware dependencies	**REQ**	REQ		
70	Software Distribution	Ability to specify software dependencies	**REQ**	REQ		
71	Software Distribution	Ability to specify package dependencies	**OPT**	OPT		
72	Software Distribution	Ability to perform snapshots and customize snapshots prior to deploying	**REQ**	OPT		
73	Software Distribution	Wizard based transform build to customize MSI installations without scripting knowledge	**OPT**	**OPT**		
74	Software Distribution	Product provides wizard based scripting	**OPT**	**OPT**		
75	Software Distribution	Product provides a single interface within the management console to build software distribution packages	**OPT**	**OPT**		

76	Software Distribution	Product provides the ability to convert setup exe's to MSI's	**OPT**	OPT		
77	Software Distribution	Product provides the ability to edit MSIs from within the management console	**OPT**	OPT		
78	Software Distribution	USM (User State Migration) – Ability to detect and save current user environment and migrate to a new computer	**REQ**	OPT		

Section 7.0 Software License Management

	A	B	C	D	E	F
ITEM #	**Category**	**Requirements Description**	**Priority**	**Screen Shot**	**Vendor Score**	**Vendor Notes (Mandatory)**
79	Software License Management	Ability to capture and record the software product name	**REQ**	REQ		
80	Software License Management	Ability to capture and record software version information	**REQ**	REQ		
81	Software License Management	Ability to capture and record serial number/CD Key	**REQ**	REQ		
82	Software License Management	Ability record contract information	**OPT**	OPT		
83	Software License Management	Ability to record purchase order information	**OPT**	OPT		
84	Software License Management	Ability to record license price	**OPT**	OPT		
85	Software License Management	Ability to record license expiration date	**REQ**	REQ		
86	Software License Management	Ability to record maintenance expiration date	**REQ**	REQ		
87	Software License Management	Ability to track per-seat licenses	**REQ**	REQ		

88	Software License Management	Ability to track per-concurrent licenses	**OPT**	OPT		
89	Software License Management	Ability to track site licenses	**REQ**	REQ		
90	Software License Management	Ability to track frequency of application usage	**OPT**	OPT		
91	Software License Management	Ability to support downgraded license borrowing	**OPT**	OPT		
92	Software License Management	Ability to alert when organization is no longer in compliance	**OPT**	*OPT*		
93	Software License Management	Ability to alert via email when organization is no longer in compliance	**OPT**	OPT		
94	Software License Management	Ability to report impact (before installation or removal)	**OPT**	OPT		
95	Software License Management	Ability to produce reports on software by vendor	**OPT**	OPT		
96	Software License Management	Ability to produce reports on contract information	**OPT**	REQ		

97	Software License Management	Ability to produce reports on software installed on a specific computer	**REQ**	REQ		
98	Software License Management	Ability to produce reports on software installed on a predefined group of computers	**REQ**	REQ		
99	Software License Management	Ability to produce reports on devices based on ad-hoc queries	**REQ**	OPT		
100	Software License Management	Product provides pre-define reports	**REQ**	REQ		
101	Software License Management	Ability to report historical information for licenses	**OPT**	OPT		
102	Software License Management	Ability to produce reports on-demand based on last inventory scan	**REQ**	OPT		
103	Software License Management	Ability to produce text-base reports for license management	**REQ**	REQ		
104	Software License Management	Ability to customize reports regarding license information that is captured	**OPT**	OPT		
105	Software License Management	Ability to export data that is captured to common data formats	**OPT**	OPT		

106	Software License Management	Ability to create graphical reports on licensing information data	**OPT**	OPT		

Section 8.0 Remote Control

	A	B	C	D	E	F
ITEM #	Category	Requirements Description	Priority	Screen Shot	Vendor Score	Vendor Notes (Mandatory)
107	Remote Control	Remote control must be integrated into the management console	**REQ**	REQ		
108	Remote Control	Ability to remote control desktops from the management console	**REQ**	OPT		
109	Remote Control	Ability to remote control laptops from the management console	**REQ**	OPT		
110	Remote Control	Ability to remote control Intel servers from the management console	**REQ**	OPT		
111	Remote Control	Ability to log remote control session	**REQ**	REQ		
112	Remote Control	Ability to selectively permit what applications the remote administrator can see on the end-users desktop or whole desktop while performing a remote control session	**OPT**	OPT		

113	Remote Control	Ability to take control without blanking the end-users screen	**REQ**	OPT		
114	Remote Control	Ability to take control the end-users desktop and blank out the screen	**OPT**	OPT		
115	Remote Control	Ability to require end-users acceptance to allow for a remote control session to begin	**REQ**	OPT		
116	Remote Control	Ability to chat with the end-user during a remote control session	**REQ**	OPT		
117	Remote Control	Ability to transfer files to end-user's device (desktops, laptops and Intel servers)	**REQ**	OPT		
118	Remote Control	Ability to reboot desktops, laptops, and Intel servers during a remote control session	**REQ**	OPT		

Section 9.0 Patch Management

	A	B	C	D	E	F
ITEM #	Category	Requirements Description	Priority	Screen Shot	Vendor Score	Vendor Notes (Mandatory)
119	Patch Management	Ability to patch Microsoft windows operating systems on desktops, laptops, and Intel servers	**REQ**	OPT		
120	Patch Management	Ability to patch Microsoft Office applications on desktops, laptops, and Intel servers	**REQ**	OPT		
121	Patch Management	Ability to patch third party applications on desktops, laptops and Intel servers	**OPT**	OPT		
122	Patch Management	Ability to patch custom applications on desktops, laptops and Intel servers	**OPT**	OPT		
123	Patch Management	Ability to perform vulnerability assessments for Microsoft family of products	**REQ**	REQ		

124	Patch Management	Ability to report historical information	**OPT**	**OPT**		
125	Patch Management	Ability to produce reports based on last scan	**OPT**	**OPT**		
126	Patch Management	Ability to create text-base reports	**REQ**	**REQ**		
127	Patch Management	Ability to create customized reports	**REQ**	OPT		
128	Patch Management	Ability to export data that is captured to common data formats	**OPT**	OPT		
129	Patch Management	Ability to create graphical reports	**REQ**	OPT		

Section 10.0 Intel Servers / Citrix Environment

	A	B	C	D	E	F
ITEM #	**Category**	**Requirements Description**	**Priority**	**Screen Shot**	**Vendor Score**	**Vendor Notes (Mandatory)**
130	Intel Servers and Citrix Environment	Ability to produce hardware independent bare metal server operating system installation and system configurations. The configurations must include: ➢ File/Registry Permission Settings ➢ Syslog Configurations ➢ Registry Adds/Changes/ Deletes User Group Adds/Changes/ Deletes ➢ Partitioning of hard drive ➢ Role base server configuration ➢ Local Audit Policies	**REQ**	OPT		

131	Intel Servers / Citrix Environment	All installations and configuration settings are "role based" not "task based." Configuration synchronization is based on that role	**REQ**	OPT		
132	Intel Servers/ Citrix Environment	Ability to install the following: ➢ Hardware drivers ➢ OS service packs ➢ OS Patches ➢ Citrix Presentation Server ➢ Citrix Presentation Server Patches	**REQ**	OPT		
133	Intel Servers/ Citrix Environment	Ability to perform application installations and publishing to the Citrix farm with no manual scripting requirements	**REQ**	OPT		
134	Intel Servers/ Citrix Environment	Ability to perform Citrix farm Join's and Unjoin's	**REQ**	OPT		

135	Intel Servers/ Citrix Environment	Ability to perform application packaging with recognition of user specific or server specific components (e.g., Registry values, DLL Versions, existence of a file, etc.)	**REQ**	OPT		
136	Intel Servers/ Citrix Environment	Ability to customize an installation package to perform modifications to: ➢ Registry ➢ NTFS ➢ Audit Policy ➢ Registry permissions	**REQ**	OPT		
137	Intel Servers/ Citrix Environment	Ability to perform software and/or patch installation roll-backs from the management console	**REQ**	OPT		
138	Intel Servers/ Citrix Environment	Ability to automatically notify users before deploying installs, patches, and logging them off after a set period of time	**REQ**	OPT		

139	Intel Servers/Citrix Environment	Ability to schedule installs or patches to occur during a set range of hours so as not to interfere with users (e.g., weekend installs)	**REQ**	OPT		
140	Intel Servers/ Citrix Environment	Ability to automate the enabling of logins after an installation of a patch or software package	**REQ**	OPT		
141	Intel Servers/ Citrix Environment	Ability to export the configuration of a Citrix server so that configuration can be imported into another server and produce an exact replica	**REQ**	OPT		
142	Intel Servers/ Citrix Environment	Ability to automatically log and report on software configuration / change management activities in the Citrix Presentation Server farm and present that information in a report	**REQ**	OPT		

143	Intel Servers/ Citrix Environment	Product has a simple to use wizard based scripting solution that can perform changes to a large variety of system components (e.g., print drivers, registry, file mappings, printer mappings, NTFS permissions)	**REQ**	OPT		
144	Intel Servers/ Citrix Environment	Ability to provide role based granular administration assignments within the console	**REQ**	OPT		
145	Intel Servers and Citrix Environment	Ability to historically report on application usage per user or per server	**OPT**	OPT		

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. Effective July 1, 1988, Twenty-five (25%) 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 is 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, Business Connections/Set-Aside Unit, Telephone (860)-713-5236. The DAS web site may be accessed at http://www.das.state.ct.us/busopp.asp.

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 percentage of the overall contract amount that will be set-aside in the Technical Proposal, as well as identifying a specific dollar amount in the Business (Cost) Proposal. Note that no dollar amounts are to appear in the Technical and Business Proposal.

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 -Is bidder a minority business enterprise? ☐ Yes ☐ No If Yes, check ownership category ☐ Black ☐ Hispanic ☐ Asian American ☐ American Indian/Alaskan Native ☐ Iberian Peninsula ☐ Individual(s) with a Physical Disability ☐ Female -Is bidder certified as above by the State of CT (DAS)? ☐Yes ☐ No
Bidder Parent Company (if any)	
Other Locations in CT (if any)	

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.

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, and have included the required forms and signed face sheets for each amendment issued after issuance of the RFP. _____

6.) We have provided a Table of Contents. _____

7.) We have provided one or more Executive Summaries. _____

8.) We have provided original signatures on the Vendor Proposal Validation and Authorization Statement and Transmittal Letter. _____

9.) We have included a completed Functional Requirements Vendor Response Form as instructed in Attachment 2. _____

10.) We have included a description of ourselves, including a company annual report or unaudited financial statement as required by the RFP and a description of relevant experience. _____

11.) We have included 3 references with name, address, email and telephone. _____

12.) Where we have exceptions or additions in pricing or costs, we have explained them in sufficient detail that the State can determine the complete cost of our service proposal. _____

13.) We have included electronic copy as instructed in Attachment 2: _____

14.) We have included hardcopies as instructed in Attachment 2: _____

15.) We have addressed all the mandatory requirements listed in the RFP: _____

16.) We have provided a cross-walk between the requirements document and the sections of our response that pertains to these crosswalks. _____

17.) We have completed the Certifications regarding Gifts. _____

18.) We have filled out, signed and returned the Commission on Human Rights and Opportunities Compliance Monitoring Report (Pages 6 & 7 of Attachment 7) _____

19.) 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: _____

20.) We acknowledge that the proposal is the sole property of the State of Connecticut: _____

21.) There are no proprietary statements in the Proposal, except as clearly noted and permitted: _____

We, _____, (Company Name) accept the terms and conditions of this bid. Any exceptions that we have taken to this bid are attached in writing in the Transmittal Letter.

VENDOR NAME: _____

SUBMITTED BY: _____
SIGNATURE

_____
PRINT

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 Form (to be used by Corporations)

8) Nondiscrimination Certification Form (to be used by individuals)

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 statewide public office, in violation of C.G.S. § 9-612(g)(2)(A). I further certify that **all lawful campaign contributions** that have been made on or after December 31, 2006 by the Contractor or any of its principals, as defined in C.G.S. § 9-612(g)(1), to, or solicited on behalf of, any exploratory committee, candidate committee, political committee, or party committee established by, or supporting or authorized to support any candidates for statewide public office or the General Assembly, are listed below:

STATE OF CONNECTICUT
GIFT AND CAMPAIGN CONTRIBUTION CERTIFICATION

Lawful Campaign Contributions to Candidates for Statewide Public Office:

Contribution Date Description	Name of Contributor	Recipient	Value

Lawful Campaign Contributions to Candidates for the General Assembly:

Contribution Date Description	Name of Contributor	Recipient	Value

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.

SEEC FORM 11 **ATTACHMENT 1**

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.”

Definitions:

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

"Prospective state contractor" means a person, business entity or nonprofit organization that (i) submits a response to a state contract solicitation by the state, a state agency or a quasi-public agency, or a proposal in response to a request for proposals by the state, a state agency or a quasi-

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

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

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

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

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

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

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

NONDISCRIMINATION CERTIFICATION REQUIREMENT

Public Act 07-142 and Public Act 07-245 have amended the nondiscrimination provisions of the Connecticut General Statutes to add civil unions to the existing protected classes and to require State contractors to adopt policies in support of the new statutes by means of a resolution. By law, a contractor must provide the State with documentation in the form of a company or corporate policy adopted by resolution of the board of directors, shareholders, managers, members or other governing body of such contractor to support the nondiscrimination agreement and warranty under C.G.S. §§ 4a-60a and 46a-68h.

Accordingly, attached as Exhibits 1 & 2 are form certifications that the successful contractor must deliver executed at the time that it executes the Contract. The first of these forms is designed to be used by corporate or other business entities; the **second is to be used only by individuals** who are to sign and perform contracts with the State in their individual capacity. One or the other of these certifications is required for all State contracts, regardless of type, term, cost, or value. The execution and submittal of this certificate is a condition precedent to the State's executing the Contract, unless the contractor is exempt from this statutory requirement, in which case the contractor must obtain a written waiver from the State's Commission on Human Rights and Opportunities.

Exhibit 1

NONDISCRIMINATION CERTIFICATION

(By corporate or other business entity regarding support of nondiscrimination against persons on account of their race, color, religious creed, age, marital or civil union status, national origin, ancestry, sex, mental retardation, physical disability or sexual orientation.)

I, signer's name, signer's title, of name of entity, an entity lawfully organized and existing under the laws of name of state or commonwealth, do hereby 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 name of state or commonwealth, and further certify that such resolution has not been modified, rescinded or revoked, and is, at present, in full force and effect.

RESOLVED: That name of entity hereby adopts as its policy to support the nondiscrimination agreements and warranties required under Connecticut General Statutes § 4a-60(a)(1) and § 4a-60a(a)(1), as amended in State of Connecticut Public Act 07-245 and sections 9(a)(1) and 10(a)(1) of Public Act 07-142.

WHEREFORE, the undersigned has executed this certificate this _____ day of _____, 20_____.

_____

Signature

Effective June 25, 2007

Exhibit 2

NONDISCRIMINATION CERTIFICATION

(By individual contractor regarding support of nondiscrimination against persons on account of their race, color, religious creed, age, marital or civil union status, national origin, ancestry, sex, mental retardation, physical disability or sexual orientation.)

I, signer's name, of business address, am entering into a contract (or an extension or other modification of an existing contract) with the State of Connecticut (the "State") in my individual capacity for if available, insert "Contract No. ___"; otherwise generally describe goods or services to be provided. I hereby certify that I support the nondiscrimination agreements and warranties required under Connecticut General Statutes Sections 4a-60(a)(1) and 4a-60a(a)(1), as amended in State of Connecticut Public Act 07-245 and sections 9(a)(1) and 10(a)(1) of Public Act 07-142.

WHEREFORE, I, the undersigned, have executed this certificate this _____ day of _____, 20_____.

_____
Signature

Effective June 25, 2007

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 Enterprise Desktop Management 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 Enterprise Desktop Management Project. Where 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 contract requirements if the vendor is awarded the contract.

DOIT shall consider unacceptable, and may reject without further review, proposals not containing the minimum mandatory proposal requirements or proposals that do not meet these requirements.

Minimum Mandatory Proposal Requirements are as follows:

1. Proposals must be submitted no later than the proposal due date and time as specified in this RFP.
2. The Technical, Business and Operational Proposal transmittal letter shall be submitted as defined in this RFP.
3. The vendor must have followed the proposal submission requirements defined in this RFP.
4. Mandatory forms identified in this RFP must be included in the proposal.
5. The proposed system must meet all requirements specified in this RFP.
6. The vendor must assume prime contractor responsibilities for all project activities.

2. EVALUATION METHODOLOGY

Each proposal will be evaluated and scored by an Evaluation Team composed of designees from the Project Management Team.

The Evaluation Team members will have experience in information processing systems, desktop, laptop, network printers, Intel servers and Citrix environments. Members will be drawn from interested departments and agencies. The Evaluation Team will conduct a comprehensive, fair, and impartial evaluation of proposals received in response to this procurement

DOIT or the Evaluation Team may designate other professional staff (Technical Advisors and Subject Matter Experts from DOIT and/or other state agencies) to assist in the evaluation phases. These designated persons may act as observers and offer technical or programmatic advice during the evaluation and selection process. The following evaluation criteria categories will be used to develop more detailed criteria that will be used during the evaluation process:

1. The vendor's qualifications, including but not limited to, financial position, from the Audited Financial Statements that are required to be submitted with the proposal legal standing, ethics compliance, small business or minority certification, CHRO compliance.
2. The proposing firm'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.
3. The vendor's general approach, including systems integration, resourcing, and architecture, with an overall plan to meet the requirements of this RFP.
4. The vendor's detailed approach, including organization and functional design, with detailed plans to perform the services required by the requirements of this RFP.
5. Qualifications and experience of personnel assigned to the project with emphasis on documented experience in successfully completing work on projects of a similar size and scope in the same or comparable line of business to those required by this RFP. An Enterprise Desktop Management Project core team for the project must be identified and resumes must be submitted as specified in this RFP.
6. 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.
7. The overall ability of the Proposing firm, as judged by the Department, to begin and successfully complete the project within the proposed schedule. This judgment will include, but will not be limited to, such factors as staff commitment to the project, project management and control plan, project organization and availability of staff.
8. The vendor's total Firm, Fixed Price for the Enterprise Desktop Management 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 assure 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 Evaluation 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

Only proposals that meet the minimum mandatory proposal requirements will be considered for evaluation. During the evaluation process, the Evaluation 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 Evaluation Team reserves the right to waive minor irregularities.

4.1 BASELINE EVALUATION CRITERIA

The evaluation of qualified submitted proposals will be scored in each of the areas identified below. While a maximum score of 100 points is possible; proposals must achieve a minimum score of **25** points to be considered responsive. Any Business, Technical, Operational and Solution Proposal that fails to achieve the minimum score will **not** receive further consideration.

Business, Technical and Operational Requirements	**35 points**
Architectural Design and Standards	**20 points**
Implementation Approach and Project Plan & Solution Proposal	**10 points**
Qualifications & Experience	**5 points**
Financial Stability	**5 points**
Maintenance and Support	**10 points**
Training	**5 points**
Cost Proposal	**10 points**

After completing independent proposal evaluations, the Evaluation Team members will meet as a total team to score the proposals. Qualifying proposals will be presented to the Technical 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 and technical requirements will not receive further consideration.

4.2 EVALUATION OF COST PROPOSALS

The Cost Portion of a Proposal will not be evaluated until after all other aspects of the proposal have been evaluated and scored. If a Proposal meets or exceeds the minimum score of 25 points, the Evaluation Team will ask to review the cost portion for that Proposal. If the Proposal does not meet the minimum score, the cost portion of that Proposal will not be reviewed. The Cost Proposal will account for a maximum of 10 points toward the final score.

4.3 COMBINED PROPOSAL EVALUATION

Scores for the Cost Proposal and Baseline Evaluations will be summed and ranked accordingly. 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 Enterprise Desktop Management Project's purpose. The Evaluation 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 prime contractor 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 prime contractor's proposal, and any other documents deemed pertinent.

Attachment 11 – Vendor Transmittal Letter

_____, 2008

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 **State of Connecticut, Enterprise Desktop Management System RFP # 08ITZ0056.** 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 the RFP # 08ITZ0056. 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) 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).

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 _____, 2007

_____
Commissioner of the Superior Court
Notary Public

Attachment 12 – Proposed Solution Requirements

II.3.1 Implementation Work Plan

a. Vendor will submit an implementation project plan (in Microsoft Project preferred or a table format with associated headers may be utilized) with a hypothetical start date of August 1, 2008
b. Task must be identified with an ID Number
c. Task name must be clearly identified
d. Task durations should be 5 days or less
e. Task start and finish dates must be entered
f. Key task dependencies should be identified
g. Necessary resources must be clearly identified by job skill
h. Resources must be clearly identified as either State or vendor employees
f. All work identified in the plan is to be included in the cost proposal

Required Format for Work Plan:

ID	Task Name	Duration	Start	Finish	Predecessors	Resource Name(s)
1	Task 1	3 Days	8/1/2008	8/3/2008		Vendor A, DOIT Project Team (Product Admin, Server Admin, Network Admin)
2	Task 2	2 Days	8/4/2998	8/5/2008	1	Vendor A

II.3.2 Implementation Requirements

a. The Department of Information Technology (DOIT) will host the enterprise Desktop Management System for the Executive branch of Connecticut State Government.
b. The State of Connecticut anticipates the enterprise Desktop Management System will be utilized for approximately 5000 devices the first year of operation and will increase each year as other agencies subscribe to this new service.
c. Implementation pricing will include as necessary and is not limited to:

Minimum Tasks to be performed during the Proof of Concept (POC):

For both Staging and Production Servers

- Application Installation;
- Application patching, fixes or upgrades as required
- Application server configuration;
- Application customization if required
- Proof of Concept Tasks/Testing

For POC Tasks/Testing with Pilot Agencies (DOIT, DOL, DVA and DOB)

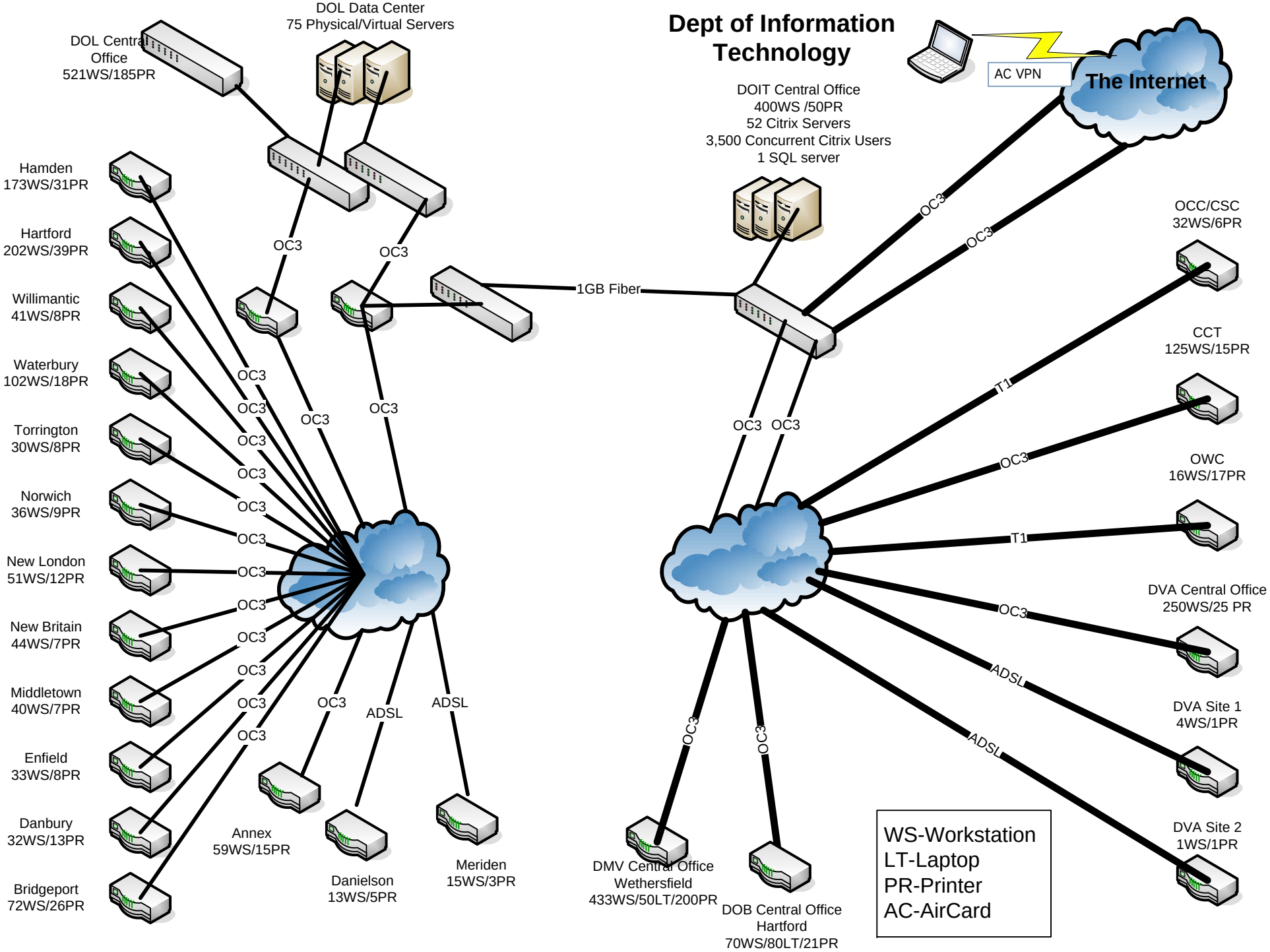
- Administration Console installations/configuration for each Pilot Agency
- Delegation of Administrative Control to Product and Site Administrators (utilizing a hierarchal tree structure)
- Agent Installations to pilot devices
- Hardware and Software Inventory Collection from pilot devices (creation and management of CMDB)
- Machine build (desktop, laptop, and Intel Server)
- Package Software
  - Microsoft Office 2007
  - Microsoft Outlook 2007
  - Mircosoft Office 2003
  - Microsoft Outlook 2003
  - Internet Explorer Version 7
  - Adobe Acrobat Reader
  - Patchlink Agent
  - Mcafee Agent
  - Citrix Client
- Package Deployment
  - Microsoft Office 2007
  - Microsoft Outlook 2007
  - Mircosoft Office 2003
  - Microsoft Outlook 2003
  - Internet Explorer Version 7
  - Adobe Acrobat Reader
  - Patchlink Agent
  - Mcafee Agent
  - Citrix Client
- Patch Deployment
- Rollback Recovery
- Contract/License Management (license information and license reconciliation)
- Reporting Demonstrations (hardware inventory, software inventory by machine, inventory information for all pilot agencies at the enterprise level, software deployment/status, patch deployment/status, contract/license reports)
- Remote Control
  - Desktop End-User
  - Laptop – Mobile End-User
  - Desktop – Citrix End-User

- Training for up to (3) Product Administrators, (15) Agency Site Administrators, (7) Help Desk Technicians
- Product Administrator technical support weekdays 8AM to 5PM EST (3 contacts). Unlimited incidents/calls with response times and escalation points;
- Site Administrator technical support weekdays 8 AM to 5PM EST (15 contacts). Unlimited incidents/calls with response times and escalation points;

- Optional feature: Per hour rate for vendor services (e.g., application customization)
- Additional optional features

e. Instructor Lead Training for both Product , Agency Site Administrators, and Help Desk Technicians will be delivered on site for up to 25 people during the first contract year. Note: Instructor must be on site at DOIT

II.3.3 Technical Assistance Requirements

a. Vendor will provide product technical support from 8 AM to 5PM EST, Monday through Friday , to three (3) DOIT Product Administrator contacts. Unlimited incidents/calls with response times and escalation points;
b. Vendor will document all discrepancies to include date/time, description of problem, level of severity, actions taken and resolution;
c. Vendor will provide direct product administrator support from 8 AM to 5 PM EST, Monday through Friday, to fifteen (15) contacts. Unlimited incidents/calls with response times and escalation points;
d. Vendor will provide minor and major software upgrades and patches for the life of the agreement.
e. Vendor will provide purchase prices for additional licenses after year 1
f. Vendor cost proposal will include, but not be limited to:
   - Annual technical support
   - Maintenance support
   - Software Upgrades
   - Add-on-features
   - Additional new Product, Agency Site Administrator, and Help Desk training after year 1

Attachment 13 – Network Architecture Diagram
Partial Representation of Some of the Executive Branch Agencies