

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

**RFP #08ITZ0030  
Health Alert Network (HAN)**

**April 8, 2008**

**AMENDMENT # 1**  
provides the following:

1. Vendor Questions and Answers

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.

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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

**Amendment #1  
Vendors Questions and Answers  
RFP #08ITZ0030**

1. **Q. Attachment 6 – Business, Technical and Operational Requirements states Item 6.01 – “The system will provide a method of creating customized fields.” Is the intent of the State to enable the user to extend the table definition and form for any table and form in the system?**

A. No. It is the State’s intent to have a system that has the ability to be customized to capture information that is unique to Connecticut in user defined fields.
2. **Q. Item 8.15 states “The system will provide the capability for a user to deactivate their profile.” Is the intent of the State to enable the user to remove themselves from the system as an active user of the system, or to remove themselves as from availability to serve in a designated role?**

A. The State intends for the user to be able to deactivate themselves as an active user in the system. The user should NOT be able to delete or remove themselves.
3. **Q. Item 12.13 states “The system will have the capability of text messages to support a hyperlink, pod cast and video stream.” Is it the intent of the State to procure an integrated video media server as part of this procurement?**

A. No. That is a typo. Requirement 12.13 should read, “The system will have the capability of messages to support a hyperlink, pod cast and video stream.” The typo has been corrected in the RFP document.
4. **Q. Item 13.08 states “The system will provide the capability to integrate with a third party report writer based on DoIT EWTA standards.” Will the State make these standards available to the submitter as part of the RFP process?**

A. The DoIT EWTA standards can be found at the following link:  
<http://www.ct.gov/doit/cwp/view.asp?a=1245&q=253976&doitNav=|>
5. **Q. Is a word format version of the RFP available?**

A. No, the entire RFP is not available in Word format. Attachment 3 – Vendor Proposal Cost Worksheets are available in Word format on the IT Contracts and Purchasing homepage of DOIT’s web site in the Notice to Vendors section and through the following link:  
[http://www.ct.gov/doit/lib/doit/purchase/rfps/han\\_rfp\\_attachment\\_03\\_-\\_vendor\\_proposal\\_cost\\_worksheets.doc](http://www.ct.gov/doit/lib/doit/purchase/rfps/han_rfp_attachment_03_-_vendor_proposal_cost_worksheets.doc)
6. **Q. 1.3.1 (page 4) The State says its wants a COTS-based solution, but has made reference in multiple sections that it must own the code (such as technical requirement 15.01 in Attachment 6). Our product meets the vast majority of requirements out of the box. There may be some enhancements required, but these would be added to the product code – the RFP would seem to leave us in a position of having to give the State our entire product code base. Would the State please clarify its position on IP ownership of the solution, and whether that position is flexible to the delivery circumstances?**

- A. If the solution is a COTS-based solution, then the State would not be in a position to own the code. This is similar to how the State licenses the use of standard productivity software like Microsoft Office. The State would simply license the use of the COTS-based solution. If the solution is a completely custom developed product, then the State would require ownership of the code.
7. **Q. 3.4 (page 18) Is State open to additional agreements, particularly a software license and software maintenance agreement, so long as the additional agreements do not conflict with the Information Processing Systems Agreement?**
- A. No, any terms and conditions related to software licensing and maintenance can be discussed with the successful vendor and once agreed upon can be incorporated into the Information Processing Systems Agreement.
8. **Q. Attachment 2, page 9, 1.28 (Training Overview) Given that the State makes reference to Train the Trainer, this seems to conflict with a stated requirement that the Vendor appears responsible for personally training 1000 users. Would the State please clarify?**
- A. Attachment 2, page 9, 1.28, states, “The vendor should describe a recommended training plan that will serve as the basis to train 1,000+ HAN users statewide...” It is not the intent of the State to have the selected vendor train 1,000+ HAN users, but to train a subgroup of users who will be able to train other users. The vendor must also provide the State with documented training materials that would allow the State to conduct the additional trainings.
9. **Q. Attachment 2, page 14, 1.28 (Financial Proposal) and Attachment 4. The State is asking for a One (1) year guarantee on prices. While the State does not have an issue with that for its own licenses and fees, that seems well outside of industry standard for third party components such as hardware and OS/database software. Will the State please clarify?**
- A. The one year price guarantee is intended for the proposed HAN solution and any additional hardware/software that may be needed for implementation. As stated in the RFP, the solution must be a fixed price. The one year guarantee protects the State from variable costs during negotiation and implementation. Also, as stated in Attachment 3, the State reserves the right to utilize existing hardware or purchase hardware through its existing procurement methods.
10. **Q. Attachment 2, page 14, 1.28 (Financial Proposal) How many of each of the following types of users does the State anticipate:**
1. **Users with portal administrator rights over users, permissions and configurable settings (these are not SysAdmin’s, rather they are users that will make settings changes within browser menus within the application itself, such as modifying permissions and managing user accounts)**
  2. **Those with ability to post and manipulate documents**
  3. **Those who would only receive alerts and only read posted content.**
- A.
1. Approximately 100 users
  2. Approximately 300 users;
  3. Approximately 600 users

11. **Q. Attachment 5, page 10, 9(a)(4) (Software Maintenance and Support) Is the State saying that it expects an unlimited right to add any data fields into the solution, of any kind, within any functionality/feature, at any time, for no incremental cost? If so, is this the State flexible on this issue?**
- A. 9(a)(4) states, “Contractor shall upgrade or increase number of fields during the **initial term** at no additional cost.” As stated in the RFP, the solution must be a fixed price and there is a one year price guarantee. Any initial customizations to the solution should be built into the fixed price, which is guaranteed for one year. The costs for any additional customizations after that initial term will be negotiated between the vendor and the State.
12. **Q. Attachment 6, Requirement 12.11. Did the State mean to require “archive” rather than “achieve”?**
- A. Requirement 12.11 (Attachment 6) should read “archive” messages.
13. **Q. Attachment 6 – It is not clear to us how exactly we are to respond to the individual technical requirements (what section of the response binder, what format). Would State please clarify?**
- A. Attachment 2- Vendor Proposal Format and Content Requirements outlines how to submit a proposal. The technical requirements would be addressed in the vendor’s responses in Section I & II.
14. **Q. Attachment 6, Requirement 1.19 and 1.22. Will the vendor be hosting the backup site? Is this intended to be a hot backup? Will vendor have to provide the 48 lines at the backup site?**
- A. The back-up site is an optional requirement. If the State decides to purchase a back-system, the vendor will be hosting the back-up site. The back up is intended to be a “hot” back up. The vendor will need to provide lines for phone/fax service for the back-up system. The lines do not need to be dedicated. They can be shared with other vendor clients. The number of lines can be negotiated.
15. **Q. The second question is, would State please clarify how vendors are to respond to the requirements? It was not clear after looking at the required bid format, as a requirement-by-requirement response, did not seem to be one of the tabs (or was it overlooked). Also, is there a specific format required to respond to the individual requirements?**
- A. Attachment 2- Vendor Proposal Format and Content Requirements outlines how to submit a proposal. The technical requirements would be addressed in the vendor’s responses in Section I & II.
16. **Q. Attachment 6. At the Vendor conference, State staff made reference to certain requirements as being Optional. It is not clear in the RFP which functional requirements are Mandatory and which are Optional. Would the State please clarify and give a clear reference as to where this information can be found in the RFP document?**
- A. In Attachment 6, the last column on the far right lists the importance of the requirements as High (H), Medium (M), Low (L) or Optional (O).

17. Q. **Attachment 6, Requirements 1.02, 1.06 and 2.01. Would the State please provide more information on the following or a clear direction on where this information exists in the RFP document: a) Insight into the nature of the enterprise directory and Single Sign-on tools, b) provide information to allow vendors to better understand what is to be integrated/replicated – which data fields, how often, which system is “master”, business rules when information conflicts, etc. c) Information regarding XML/HL-7 messaging – with which system will the HAN be exchanging messages? What is the nature of those systems and vendor requirements to be able to message with them (or some enterprise message broker)?**
- A. The State deploys a Novell Access Manager solution with Access Gateways and IDS systems front loading authentication and roles that are handled through Novell's E-Directory. The Novell system uses a standard username and password header passed through to a standard username and password screen that are common with standalone applications. DoIT is not currently deploying direct LDAP calls using SAML or other protocols from the application code.  
<http://www.novell.com/products/accessmanager/overview.html>
- The State is using PHIN MS as the messaging transport system. The proposed solution should be able to use this messaging system for secure messaging and/or data transport. Requirement 1.07 in Attachment 6 states the system will provide the capability to exchange directory data with partners using standardized data exchange formats and protocols. PHIN MS using XML formatted messages would allow the State to securely exchange confidential information with its public health partners.
18. Q. **Attachment 14. There is a requirement that “Applications will use the DoIT HTTP module for security”. Please reference where in the RFP document the description of that module be found?**
- A. The state deploys a Novell Access Manager solution with Access Gateways and IDS systems front loading authentication and roles that are handled through Novell's E-Directory. The Novell system uses a standard username and password header passed through to a standard username and password screen that are common with standalone applications. DoIT is not currently deploying direct LDAP calls using SAML or other protocols from the application code.  
<http://www.novell.com/products/accessmanager/overview.html>
19. Q. **For Attachment 6, technical requirement 1.19, can State please provide details on the configuration of those 48 lines? If those lines will not work with a Vendor’s boards, is the State willing to substitute lines that will fit a Vendor’s recommended configurations?**
- A. The lines are T-1 lines. Using the existing lines at DPH is an optional requirement and may not be feasible. The State is willing to use other lines that will work with the vendor’s proposed solution.
20. Q. **The RFP cover and Section Sec 3.1.1 state that the due date is May 5, 2008. However, Section 4.1 states that the due date is May 7, 2008. Would State please clarify?**
- A. This is a typo. Section 4.1 should read May 5, 2008 at 2:00 PM (EST) and the typo has been corrected in the RFP document.

21. Q. Is the State looking for a premise based system or would they entertain a solution that is hosted in the network which would provide the following:
- geographic redundancy
  - scalability to handle large scale events
  - no upfront capital investment – pay as the service is used
  - no maintenance – upgrades and system maintenance included
- A. The State is primarily looking for a premise based system but is willing to entertain a solution that is hosted in the network.

# VENDOR CONFERENCE ATTENDEES

For

## State of Connecticut Health Alert Network

**RFP 08ITZ0030**  **March 27, 2008**

<b>Attendee</b>	<b>Company Name &amp; Address</b>	<b>Phone No.</b>	<b>E-Mail Address</b>
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**STATE OF CONNECTICUT**  
*DEPARTMENT OF INFORMATION TECHNOLOGY*  
([www.ct.gov/doi](http://www.ct.gov/doi))

**REQUEST FOR PROPOSALS**

**RFP # 08ITZ0030**  
**Health Alert Network**

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**Date Issued: March 17, 2008**

**Date Due: May 5, 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
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Attachment 6	Business, Technical and Operational Requirements
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Attachment 10	Evaluation and Selection Criteria
Attachment 11	Vendor Transmittal Letter – Sample Format

## **1 FOREWORD**

### **1.1 PREFACE**

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

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

### **1.2 OBJECTIVE**

The State of Connecticut’s Department of Information Technology (DOIT), IT Contracts & Purchasing Division (CPD), is issuing this Request for Proposals (RFP) on behalf of the Department of Public Health (DPH) for the purposes of the design, development, implementation and warranty of a Health Alert Network (HAN).

### **1.3 BACKGROUND**

#### **1.3.1 OVERVIEW**

The State of Connecticut is seeking Commercial Off the Shelf (COTS) solution with customizations for a Health Alert Network (HAN). The HAN is an emergency communication system. During a public health emergency, it is critical that the Department of Public Health (DPH) has the ability to communicate and exchange information securely with the local health departments (LHDs), hospitals and other key partners in Connecticut and bordering States. The HAN is a Centers for Disease Control and Prevention (CDC) initiative and a requirement for states receiving funding from the Public Health Emergency Preparedness Cooperative Agreement. The CDC describes the HAN as a strong national program, providing vital health information and the infrastructure to support the dissemination of that information at the State and Local levels. There is a HAN currently in use in Connecticut. The new system would replace the old system.

#### **1.3.2 PROJECT HISTORY**

Development of the Health Alert Network (HAN) in Connecticut (CT) began in 1999 with funding from the CDC, Public Health Emergency Preparedness Cooperative Agreement. It was developed and maintained by a consultant for the first five years and then by a DPH System Developer. The goal of the CT HAN is to securely facilitate communication of critical health information on a 24/7/365 basis to local health departments (LHDs), hospitals and other key partners.

The current HAN is a composite of many communication components and mechanisms including a broadcast fax system, a restricted web site with mass e-mailing and “Bulletin Board” features, and a Wide Area Notification System (WANS). However, the system is fragmented. Each different communication component has its own database and has to be activated separately. There are limitations to the number of users and roles allowed. It is unreliable and is not functioning to capacity. It also does not meet the CDC’s Public Health Information Network (PHIN) requirements for partner communication and alerting ([www.cdc.gov/phn](http://www.cdc.gov/phn)). The DPH is looking for an “all in one” system that is easy to use and maintain and is reliable and flexible.

### **1.3.3 PROJECT PHASES**

The project will be completed as one phase.

### **1.4 EVALUATION**

An evaluation team will review all vendor responses to this RFP. The evaluation team shall review the entire Business and Technical Proposal first, without reference to the Cost Proposal. The Business and Technical Proposal will be scored in accordance with a weighting scheme established and approved prior to the opening of any proposal. The Cost Proposal will only be scored for vendors whose Business and Technical 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.

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

- 1. General System Requirements**
- 2. System Access**
- 3. Posting Capabilities**
- 4. System Security**
- 5. Audit Capabilities**
- 6. System Tables**
- 7. Data Collection**
- 8. Profile Requirements**
- 9. Group Requirements**
- 10. Package Functions**
- 11. Event Functions**
- 12. Messaging Functions**
- 13. Reporting Capabilities**
- 14. Training Capabilities**
- 15. Other**

Each requirement is specifically identified with a unique requirement number, and is prioritized as “High”, “Medium” or “Low” or “Optional”.

In addition, the vendor’s proposed solution must be designed to meet the requirements of the DPH hosting environment supported by DOIT. In particular, the solution must be designed to run in a Windows/SQL environment and meet all of the requirements outlined in the DOIT Application Hosting .NET Architectural Standards document (*Attachment 14*). A description of what must be provided in the vendor’s response is found in *Attachment 2: Vendor Proposal Format and Content Requirements*.

### **2.1.3 IDENTIFYING RFP COMMUNICATIONS**

All 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 # 08ITZ0030”,
- ◆ 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](http://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 HAN 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, DPH and DOIT security procedures.

### NONDISCLOSURE OF SENSITIVE AND CONFIDENTIAL INFORMATION

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

All vendor employees assigned to perform under this order shall sign an Employee Confidentiality and Nondisclosure Agreement affirming and acknowledging that the information, technical data or proprietary software to be made available in the performance of this order are restricted for CT DPH or CT DoIT use only. Employees shall not make the information, technical data, or proprietary software made available to them. The Employee Confidentiality and Nondisclosure Agreement is a permanent agreement and shall survive the employee's employment by the vendor. Nondisclosure shall be signed by contractor employees prior to any work commencing on this order.

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

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

All vendor employees will be expected to sign a CT DPH Confidentiality agreement to not disclose any information about persons, subjects, entities or locations included in the HAN system as data.

#### **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 States 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 and DPH.

#### **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](http://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
March 17, 2008	RFP Issued
March 27, 2008	Vendor Conference – 10:00 AM EDT
April 2, 2008	Vendor Questions Due to State – 3:00 PM EDT
April 9, 2008	Response to Vendor Questions
<b>May 5, 2008</b>	<b>Proposal Submissions Due – 2:00 PM EDT</b>
TBD	State Review of Vendor, Business, Technical Proposals Conclude
TBD	State Review of Cost Proposals Conclude
TBD	Estimated Start of Contract Negotiations
<b>August 1, 2008</b>	<b>Estimated Vendor Project Start Date (May be earlier if applicable.)</b>

#### 3.1.2 VENDORS' CONFERENCE

A Vendors' Conference will be held on **March 27, 2008** at the Department of Information Technology offices located at 101 East River Drive, Room 4214A, East Hartford, CT 06108. The conference will begin at 10:00 AM Eastern 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](mailto: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 **April 2, 2008 at 3:00 PM EDT** will be answered. Address any inquiries to Marcie Wilson. Only written inquiries will be accepted via e-mail ([Marcie.Wilson@ct.gov](mailto:Marcie.Wilson@ct.gov)). To properly process vendor questions, vendors shall ensure that the RFP number **08ITZ0030** 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 on or before **April 9, 2008**.

### **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 PROPOSAL REVIEW TEAM**

A State proposal review team will be established consisting of representatives from the DPH, DOIT, local health departments and hospitals 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 HAN 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 solution with customizations for the HAN 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 ability to perform the contractual services as reflected by technical training and education, general experience, and specific experience, if any, in HAN systems and specifically any prior demonstrated experience in the design, development and implementation of HAN related 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 # 08ITZ0030 **MUST** be received at:

**Department of Information Technology  
Division of Contracts and Purchasing  
ATTN: Marcie Wilson  
101 East River Drive, 4<sup>th</sup> Floor  
East Hartford, CT 06108**

No later than **May 7, 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

HAN impacts and is supported by the following state agencies:

- ◆ Department of Public Health
- ◆ Department of Information Technology
- ◆ Department of Emergency Management and Homeland Security

## 6 ADVISORY ORGANIZATIONS

The HAN team receives guidance and advice from the following organizations:

- ◆ Centers for Disease Control and Prevention
- ◆ Connecticut Acute Care Hospitals
- ◆ Connecticut Association of Directors of Health
- ◆ Connecticut Local Health Departments and Districts
- ◆ Connecticut Department of Emergency Management and Homeland Security
- ◆ Connecticut Department of Information Technology
- ◆ Connecticut Department of Public Health

## 7 REFERENCES

<sup>[1]</sup> Public Health Information Network. February 14, 2008. Department of Health and Human Services, Centers for Disease Control and Prevention. February 15, 2008 <<http://www.cdc.gov/phinf/index.html>>.

<sup>[2]</sup> Centers for Disease Control and Prevention. DRAFT for Review and Comment: Implementing the Public Health Information Network (PHIN), Supplemental Information Describing Functionality for Systems Supporting Communication. Version 2.0, April 6, 2007. (Attachment 12)

<sup>[3]</sup> DPH: Public Health Information Network System Overview (Attachment 13).

<sup>[4]</sup> State of Connecticut, Department of Information Technology (DoIT), Application Hosting .NET Architecture Standards (Attachment 14).

## 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 an award for a software vendor to design, develop, implement, maintain, and warrant a Connecticut Health Alert Network (HAN) application solution in compliance with the Department of Public Health (DPH) and 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 - Vendor, Business, and Technical Proposal**
- Section II - Project Management, Planning and Staffing Proposal**
- Section III - Financial Proposal**

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

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

- A. One (1) signed, printed and bound original proposal**
- B. Nine (9) 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, and Technical Proposal:

<b>Section I – Vendor, Business, and Technical Proposal</b>	
I.A.1	Completed and Executed Mandatory Forms and Documents
I.A.1.1	Transmittal Letter
I.A.1.2	Vendor Checklist
I.A.1.3	Mandatory Vendor Questionnaire
I.A.1.4	Vendor Validation and Authentication Statement

**Section I – Vendor, Business, and Technical Proposal**

- I.A.1.5 CHRO Forms
- I.A.1.6 Vendor Certifications
- I.A.2 Executive Summary
- I.A.3 Company Overview
- I.A.4 Summary of Qualifications
  - I.A.4.1 HAN Related Products and Services
  - I.A.4.2 Comparable Application 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 High Level Business and Functional Requirements
- I.C.1 Architecture Overview
- I.D.1 Regulatory and Quality Overview
- I.E.1 Training Overview
- I.F.1 Support and Maintenance Overview

Table of contents for Project Management, Planning and Staffing Proposal:

**Section II – Project Management, Planning and Staffing Proposal**

- II.1 Executive Summary
- II.2 Meeting the Requirements for Project Management, Planning and Staffing
- II.3 Software Development Life Cycle (SDLC) Practices
  - II.3.1 Satisfying Milestone Driven Work Plans
  - II.3.2 Project Management Methodology
  - II.3.3 Requirements Facilitation Methodology
  - II.3.4 Requirements to Design Specifications
  - II.3.5 Product Testing
    - II.3.5.1 Requirements Testing Traceability Matrix
    - II.3.5.2 Unit Testing
    - II.3.5.3 System Testing
    - II.3.5.4 Regression Testing
    - II.3.5.5 User Acceptance Testing
    - II.3.5.6 Interface Testing with/without Emulators
    - II.3.5.7 Bug Tracking and Test Deviation Logs
  - II.3.6 Training Plan
- II.4 Vendor Software Management Practices

II.4.1	Configuration and Change Management
II.4.2	Deployment and Release Management
II.4.3	Customization and Configuration of Customer Software
II.4.4	Application and Architecture Support
II.4.5	Gap Analysis
II.4.6	Risk and Issue Management
II.4.7	Legacy Data Migration
II.5	Project Plan & Schedule
II.5.1	Project Plan Document
II.5.2	Project Schedule (Gantt Chart)
II.5.3	Project Resources
II.5.4	Project Organization Chart
II.6	Biographical Summaries
II.7	Team Resumes
II.8	Example Software Development Life Cycle Documents (Optional)

Table of contents for Financial Proposal:

### Section III – Financial Proposal

III.1	Executive Summary
III.2	RFP Attachment 03 - Vendor Proposal Cost Worksheets

## 1.2 GENERAL FORMAT REQUIREMENTS

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

## 1.3 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 # 08ITZ0030**) 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.

## 1.4 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. Oversize attachments or appendices should not exceed more than one fold to conform to 8 ½” X 11”.
8. Resumes must be in a consistent format; but they do not need to conform to the formatting guidelines for the proposal itself.

### **1.5 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:

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

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

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

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

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

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

## **1.6 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<sup>1</sup>. 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.*"

## **1.7 SECTION I – VENDOR, BUSINESS, AND TECHNICAL PROPOSAL**

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

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

## **1.8 I.A.1 COMPLETED AND EXECUTED MANDATORY FORMS AND DOCUMENTS**

These mandatory documents are included in RFP Attachments. They are required to be 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.

### **1.9 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.

### **1.10 I.A.1.2 VENDOR CHECKLIST**

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

### **1.11 I.A.1.3 MANDATORY VENDOR QUESTIONNAIRE**

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

### **1.12 I.A.1.4 VENDOR VALIDATION AND AUTHENTICATION STATEMENT**

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

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<sup>1</sup> Please refer to: <http://www.adobe.com/support/salesdocs/1006759.html> for additional information.



### **1.13 I.A.1.5 CHRO FORMS**

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

### **1.14 I.A.1.6 VENDOR CERTIFICATIONS**

Include completed *RFP Attachment 09 - Vendor Certifications*.

### **1.15 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.

### **1.16 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 HANs 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.	
<b>Formal Company Name</b>	<b>Sample Solutions, Inc.</b>
<b>Company Trade Name</b>	<b>Sample Consulting</b>
<b>Physical Address</b>	<b>123 Easy Street, Suite 1000 Anytown, CA 90266</b>
<b>Mailing Address</b>	<b>P.O. Box 123456 Anytown, CA 90266-1234</b>
<b>Corporate Tax Identification</b>	<b>35-1234567</b>
<i>and so forth...</i>	

**1.17 I.A.4 SUMMARY OF QUALIFICATIONS**

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

**1.18 I.A.4.1 HAN 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.

**1.19 I.A.4.2 COMPARABLE APPLICATION 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.

**1.20 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.

**1.21 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.

**1.22 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).

### **1.23 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. 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.

### **1.24 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 a HAN application. 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.

### **1.25 I.B.2 HIGH LEVEL BUSINESS AND FUNCTIONAL REQUIREMENTS**

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

### **1.26 I.C.1 ARCHITECTURE OVERVIEW**

The vendor's proposed solution must be designed to meet the requirements of the DPH hosting environment supported by DOIT. In particular, the solution must be designed to run in a Windows/SQL environment and meet all of the requirements outlined in the DOIT Application Hosting .NET Architectural Standards document (*Attachments 13 and 14*). As part of the response, the vendor must present a detailed architecture design for the proposed product along with a text description and annotated diagram (or diagrams) that describes how the solution will meet the standards and requirements. Descriptions and diagrams must clearly identify Middleware products, interfaces, message formats and component function. Please describe (explain) how the product design supports message based interfaces and the Enterprise-wide Technical Architecture (EWTA) guidelines.

If your design does not use message-based interfaces between components or systems, you must explain your rationale for such a design. You must explain what the impact would be if you are required to use message-based interfaces between components or systems.

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.

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, explain the major differences between them and take these additional steps:

- ◆ Provide separate Product Version and Architecture sections 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 in Cost Proposal.
- ◆ Identify which is the vendor's preferred solution and why.

Provide product version information which must include, but not be limited to, product name, version number, date version was released for general use and number of installed customer entities.

If product has any Web accessibility, it must comply with the State of Connecticut's "*Universal Web Site Accessibility Policy for State Web Sites*" and vendors are required to explain how their solution meets this requirement. Information on this policy can be found at <http://www.ct.gov/doit/cwp/view.asp?a=1306&q=255004>.

### **1.27 I.D.1 REGULATORY AND QUALITY OVERVIEW**

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

### **1.28 I.E.1 TRAINING OVERVIEW**

Refer to *RFP Attachment 6 – Business, Technical and Operational Requirements, Section 14, Training Capabilities*.

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:

- ◆ User Training
- ◆ System Administrator/Maintenance Training
- ◆ Application Administrator Training
- ◆ Help Desk Training
- ◆ Train the Trainer Training
- ◆ Computer/Web Based Training (CBT)

The vendor should describe a recommended training plan that will serve as the basis to train 1000+ HAN users state wide, as well as how to maintain training records and limiting access to the application until training is addressed. Trainings will be conducted at DPH and locations around the state.

### **1.29 I.F.1 SUPPORT AND MAINTENANCE OVERVIEW**

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

## **1.30 SECTION II PROJECT MANAGEMENT, PLANNING AND STAFFING PROPOSAL**

### **1.31 II.1 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.

### **1.32 II.2 MEETING THE REQUIREMENTS FOR PROJECT MANAGEMENT, PLANNING AND STAFFING**

Vendor may provide a brief overview regarding how organization can satisfy the intended management, planning, and staffing solution. Briefly describe previous project experiences.

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

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

### **1.33 II.3 SOFTWARE DEVELOPMENT LIFE CYCLE (SDLC) PRACTICES**

Describe your established SDLC practices. Are these practices utilized by your organization documented in Standard Operating Procedures, Practice Manuals, and/or project/software management reference guides? Please elaborate.

Briefly explain the SDLC, describing the phases, milestones, deliverables, etc. Is the SDLC methodology "Waterfall", "Iterative", or "Hybrid" oriented?

Can the organization demonstrate that they have "working hands-on" experience with this SDLC? What projects have utilized this SDLC?

Only project and software management practices and principles that comply with established industry "Best Practices" will be acceptable. Will your organization be able to adapt to practices and procedures, if necessary, to accommodate State of Connecticut SDLC requirements?

### **1.34 II.3.1 SATISFYING MILESTONE DRIVEN WORK PLANS**

Describe your strategy at executing and satisfying "Milestone Driven Work Plans". Provide evidence on how you have been able to meet the time, quality, and cost expectations of large multi-phase projects. Vendor payments will be tied with satisfying project milestones and deliverables, and not by billing for "Time & Materials". Describe the fair and reasonable provisions you would like to see in a Milestone Driven Work Plan.

### **1.35 II.3.2 PROJECT MANAGEMENT METHODOLOGY**

Describe the project management methodology that will be used on this project. Discuss communication, meetings, risks, issues, delegation, planning, reporting, and any other pertinent details. Explain any formal methodologies that will be followed by project team (e.g. PMI, RUP.)

### **1.36 II.3.3 REQUIREMENTS FACILITATION METHODOLOGY**

Although the HAN requirements have been provided, additional requirements facilitation may still occur. It is expected that some form of requirements facilitation and validation may occur during the project development and implementation. Describe your requirements facilitation approach and methodology. Describe your requirements management process. Describe documents or models used or created (e.g. Business Object Model, Activity Model) as a part of this analysis.

### **1.37 II.3.4 REQUIREMENTS TO DESIGN SPECIFICATIONS**

Describe your methodology for producing detailed design specification documents from validated and approved requirements. Describe use of User Interface mock-ups, story boards, straw man or prototyping, or other methods used to validate system design. Describe documents or models used or created (e.g. Business Object Model, Class Model, Sequence Model, Data Model) as a part of this analysis.

### **1.38 II.3.5 PRODUCT TESTING**

Vendor must provide a document explaining their test methodology and life cycle they will use for testing along with examples of their strategy for establishing and maintaining testing environments. Describe testing documents and test results documents that will be used by project team. Are the testing methodology and procedures documented by vendor? Describe a test plan that would be appropriate for this project.

Can the organization demonstrate that they have “working hands-on” experience with this test methodology? What projects have utilized this test methodology?

### **1.39 II.3.5.1 REQUIREMENTS TESTING TRACEABILITY MATRIX**

The Requirements Test Traceability Matrix is a document/tool that shows how requirements will be tested and to verify that all requirements will be tested. It helps to identify gaps in the test plan. The HAN Project Manager will work with the vendor’s test manager to produce this document. Describe how the vendor dealt with requirements traceability with regards to other projects. Is this methodology or procedure documented by vendor?

### **1.40 II.3.5.2 UNIT TESTING**

Describe how unit testing is managed and performed, including when, who, and whether test results are documented. Are the unit testing procedures documented by vendor?

### **1.41 II.3.5.3 SYSTEM TESTING**

Assume system testing will be required for the HAN. Describe how system testing is managed and performed. Describe the documented test evidence, including summary reports that are used to validate testing. Are the system testing procedures documented?

Can the organization demonstrate that they have “working hands-on” experience with this test methodology? What projects have utilized this test methodology?

### **1.42 II.3.5.4 REGRESSION TESTING**

Assume regression testing may be required for established vendor components that will be used for the proposed HAN solution. Assume vendor’s core product may require full system testing if complete system/product testing was not previously conducted and documented evidence is available.

Describe how regression testing is managed and performed. Describe the documented test evidence, including summary reports that are used to validate testing. Are the regression testing procedures documented by vendor?

#### **1.43 II.3.5.5 USER ACCEPTANCE TESTING**

User acceptance testing (UAT) will be required for the HAN. Assume that UAT scenarios will be defined by the customer and communicated via the HAN Project Manager. Describe how UAT is managed and performed. Describe how the test evidence will be documented, including summary reports that will be used to validate testing. Assume the HAN Project Manager will coordinate UAT testing.

#### **1.44 II.3.5.6 INTERFACE TESTING WITH/WITHOUT EMULATORS**

Interface testing with/without Emulators is not applicable for the HAN.

#### **1.45 II.3.5.7 BUG TRACKING AND TEST DEVIATION LOGS**

Describe experience with bug tracking and test deviation logs. Describe software or procedures used. Describe bug severity levels, resolution, etc. Describe logging of bugs and defects during unit, system, interface, regression, and UAT testing. Describe the project team procedures for defect assignment and resolution. Are these procedures documented by vendor? The vendor will deliver bug tracking and test deviation logs to state.

#### **1.46 II.3.6 TRAINING PLAN**

Describe a training plan that will serve as the basis to train 1000+ HAN users state wide. What has been this firm's best training techniques and methods? Describe techniques and approach to training user base using the best cost and time savings approaches available. Vendor may recapitulate or summarize material from section 3.12 – I.E.1 Training Overview of *RFP Attachment 2 – Vendor Proposal Format Requirements*.

#### **1.47 II.4 VENDOR SOFTWARE MANAGEMENT PRACTICES**

Describe your software development facility(s) considering location(s), environment(s), security, staff, etc. Describe the functions that occur at facilities (e.g. development, support, help desk, hosting, training.) Describe how multiple products, releases, customer configurations, etc. are managed. Describe tools and procedures used. What procedures and practices are followed? Are these procedures documented by vendor?

#### **1.48 II.4.1 CONFIGURATION AND CHANGE MANAGEMENT**

Considering the vendor's current products and services, how is configuration and change managed for each product deployed at a customer site? Describe your change request process. Describe how you integrate or accommodate customer change request processes. How do you document change? Explain and provide examples of an Impact Assessment for a change request. Explain how you execute a change request and track changes to a product or configuration. Are the configuration and change management procedures documented by vendor?

#### **1.49 II.4.2 DEPLOYMENT AND RELEASE MANAGEMENT**

The vendor should describe their practices around deployment and release management. Discuss controls established at customer sites as well as established at vendor's place of business.

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

Vendor should describe a deployment plan to accommodate the proposed the HAN solution, including pilots at various sites around the state.

#### **1.50 II.4.3 CUSTOMIZATION AND CONFIGURATION OF CUSTOMER SOFTWARE**

Describe your customization and configuration of customer software process and procedures. Do you use templates or checklists during your configuration process? How do you verify or validate the requested changes are completed? Are the customization and configuration of customer software procedures documented by vendor?

#### **1.51 II.4.4 APPLICATION AND ARCHITECTURE SUPPORT**

Describe your practices and procedures for application and architecture support. Consider on-site, off-site, 3<sup>rd</sup> party, help-desk, emergency, routine, etc. Describe your job/service ticket system including policy on prioritization, call back, etc. Can tickets/requests be created by customer via web interface? Describe your policies and procedures on Service Level Agreements. Are the application and architecture procedures documented by vendor?

#### **1.52 II.4.5 GAP ANALYSIS**

No gap analysis is needed for this project. The new system will replace the existing HAN. No section or portion of the existing HAN will be used or modified for this project.

#### **1.53 II.4.6 RISK AND ISSUE MANAGEMENT**

Describe your Risk and Issue Management procedures. Identify potential risks for this initiative outside of the risks identified in this RFP. Explain how you will be able to identify risks, and mitigate their impact. What policies or procedures have the vendor or customers put into place to mitigate risks? What practices do you recommend?

#### **1.54 II.4.7 LEGACY DATA MIGRATION**

There will be no legacy data migration. The existing HAN lists will be migrated into the DOIT LDAP environment by DPH staff.

#### **1.55 II.5 PROJECT PLAN & SCHEDULE**

The HAN project plans and schedules should incorporate, at a minimum, all of the concepts/elements detailed in *Sections II.3 & II.4* of this document.

#### **1.56 II.5.1 PROJECT PLAN DOCUMENT**

The project plan should include, but not be limited to, Gantt charts showing the time lines, recommended tasks, task dependencies, deliverables, risks, milestones, and resource allocations. It should address what resources will be assigned what major milestones and how these milestones will be completed. Discuss all the elements necessary to satisfy vendor's SDLC. This plan should be sufficiently detailed to execute the HAN initiative. DPH prefers that the project plan document be submitted as a Microsoft Project file.

Plan should address all HAN tasks including: ongoing project administration tasks and management overhead, such as status meetings, report submissions, cost and quality reviews, project start-up, documentation, and so on.

#### **1.57 II.5.2 PROJECT SCHEDULE (GANTT CHART)**

Vendor should produce a project schedule (Gantt chart) using a standard project management tool (e.g. Microsoft Project.) The project schedule should address the major milestones necessary to satisfy vendor's SDLC. Show all critical project tasks and dependencies. Plan should show critical path elements.



### **1.58 II.5.3 PROJECT RESOURCES**

Proposal should address resources provided as well as required. The responsibilities/duties for each role should be well defined. See *RFP Attachment 7* for examples. Attach organization's job class descriptions for the members of the project team.

Proposal should identify the following project resources:

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

### **1.59 II.5.4 PROJECT ORGANIZATION CHART**

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

The State of Connecticut HAN project manager will manage relationships between DPH, DOIT, and prime vendor. All prime vendors will coordinate efforts through the HAN Project Manager.

### **1.60 II.6 BIOGRAPHICAL SUMMARIES**

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

### **1.61 II.7 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".

### **1.62 II.8 EXAMPLE SOFTWARE DEVELOPMENT LIFE CYCLE DOCUMENTS (OPTIONAL)**

Attach any SDLC document samples that will demonstrate that SDLC practices discussed in this proposal are followed. A sample can be an entire document, a document sub section, or a table of contents. Proposal should elaborate on document or excerpt purpose/intent if it is not obvious. Any customer proprietary information should be removed from or concealed within document samples.

### **1.63 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.**

#### **1.64 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.

### **1.65 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, and technical proposals will have their cost proposals opened and examined.

## Attachment 3 – Vendor Proposal Cost Worksheets

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## WORKSHEET INSTRUCTIONS

The following instructions apply to the creation of these worksheets:

- ◆ Submitters must use the following worksheets as a template to follow for supplying cost data.
- ◆ All worksheets are considered mandatory parts of the application, are fixed price in nature, and must be complete for the cost proposal to be accepted.
- ◆ If submitter wishes to elaborate on a line item, they should use the additional notes section for the line item. If additional information must be attached (e.g. 3<sup>rd</sup> party software quote), the submitter should specify the attachment in the appropriate line item additional notes section and attach information at the end of the financial proposal.
- ◆ It is to the submitter's best interest to elaborate each line item of the cost worksheets.
- ◆ To ease readability, dollar amounts should have cents truncated, and use the following format: 1,234,567.
- ◆ Do not renumber the line #s in any worksheet.
- ◆ Do not add new line #s to any worksheet.
- ◆ Do not leave any entry in the worksheets blank or empty. Where appropriate, enter a zero (0) or "N/A".
- ◆ Double check all column amounts and tallies. For example, values from line numbers 100-198 should sum up to the total value in line 199.

**WORKSHEET 1 - HAN SYSTEM COSTS**

Line #	RFP Cost Proposal Category	Exact Cost	Additional Notes
100	Vendor Base Solution		
101	Vendor Customization - High and Medium Scoped Requirements		
102	Vendor Customization Low and Optional Scoped Requirements		
103	Third Party Software/Application		
104	Interface – e-Directory Single Sign-On		
105	Project Management/implementation		
106	Testing – Unit, System, Interface, Regression, etc.		
107	Documentation – Administration, User, Quick Reference, etc.		
<b>199</b>	<b>TOTAL</b>		

## WORKSHEET 2 – ONGOING SUPPORT & MAINTANENCE COSTS

Please elaborate on each Line# of this proposal section – For Example % of development cost, % of hardware cost, staff hours, and cost per user license.

Line #	RFP Cost Proposal Category	Exact Cost	Additional Notes
200	Vendor HAN Solution		
201	Third Party Software/Application		
202	Other Software Annual Maintenance Costs		
203	Other Hardware Annual Maintenance Costs		
204	Usage fees (per phone cal, fax, user, receiver, etc.)		
205	Technical support – 24x 7		
<b>299</b>	<b>TOTAL</b>		

## WORKSHEET 3 - HARDWARE/SOFTWARE COSTS

**NOTE:** The State reserves the right to utilize existing hardware or purchase required hardware through its existing procurement methods. Cost submitted on this worksheet may not be reflected in the final award. All equipment should be specified in number of units per type of equipment, version, model, capacity, and specifications. Database and application servers already exist at the Department of Information Technology (DoIT) and will not be procured through this award.

Line #	RFP Cost Proposal Category	Exact Cost	Additional Notes
301	Other Software Costs		
302	Other Software Installation & Configuration Costs		
310	Other Hardware Costs		
311	Other Hardware Installation & Configuration Costs		
<b>399</b>	<b>TOTAL</b>		

### WORKSHEET 4 – TRAINING COSTS

Line #	RFP Cost Proposal Category	Exact Cost	Additional Notes
400	HAN Training Development Expenses		
401	HAN Administrator Training		
402	HAN Train the Trainer		
403	HAN User Training		
404	HAN Help Desk Training		
405	Computer Web Based Training (CBT)		
406	HAN Training Materials		
<b>499</b>	<b>TOTAL</b>		

### WORKSHEET 5 – MISCELLANEOUS COSTS

Line #	RFP Cost Proposal Category	Exact Cost	Additional Notes
500	HAN Travel Expenses to State of Connecticut		
501	HAN Lodging Expenses		
502	HAN Meals Expenses		
503	HAN Miscellaneous Expenses		
504	Other Expenses (Please explain in detail)		
<b>599</b>	<b>TOTAL</b>		



## WORKSHEET 6 – TOTAL COSTS

Please use the totals from Worksheets 1 through 5 to complete this Worksheet.

Line #		Total Cost
199	WORKSHEET 1	
299	WORKSHEET 2	
399	WORKSHEET 3	
499	WORKSHEET 4	
599	WORKSHEET 5	
<b>999</b>	<b>GRAND TOTAL</b>	

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**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, # 08ITZ0030,
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/Contracts & Purchasing Division**, 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 **#08ITZ0030** issued by the State on **MARCH 17, 2008** concerning the **Health Alert Network (HAN)**.
- 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.

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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 "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).

q) "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, shall be attached to, and subject to the terms and conditions of, this Agreement and shall remain attached 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. During the period of attachment, the Purchase Order shall be known as an "Attachment" and shall hereinafter be referred to as such.

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 Supplier 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 twenty percent (20%) holdback from the monies that are due for each Deliverable accepted by the Department.
- 3) Upon successful completion of the System evaluation and acceptance period, determined by the Department, Department shall pay Contractor one-half of the holdback monies.
- 4) Upon successful completion of the Warranty Period the remaining one-half of the holdback monies will be paid to the Contractor.

## **9. SOFTWARE MAINTENANCE & SUPPORT**

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

- 1) Contractor shall provide such reasonable and competent assistance as necessary to cause the Deliverable to perform in accordance with applicable portions of the Specifications
- 2) Contractor shall provide Improvements which may be available to Contractor to any Deliverable
- 3) Contractor shall update any Deliverable, if and as required, to cause it to operate under new versions or releases of the operating system(s) specified in the Attachment
- 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:

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

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

$$\frac{\text{Available-Time-per-Month} - \text{Downtime-per-Month}}{\text{Available-Time-per-Month}}$$

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

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

Downtime-per-Month was 3.60 hours.

$$(720 - 3.60)$$

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

$$\frac{720 - 3.60}{720}$$

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:

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**State of Connecticut, Department of Information Technology  
Health Alert Network**

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.

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**State of Connecticut, Department of Information Technology  
Health Alert Network**

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 Contractor 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.

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(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 or 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

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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: \_\_\_\_\_

<b>Attachment 6 – Business, Technical and Operational Requirements</b>	
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<b>SECTIONS</b>	
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<b>2.0</b>	System Access
<b>3.0</b>	Posting Capabilities
<b>4.0</b>	System Security
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**BACKGROUND**

The State of Connecticut is seeking Commercial Off the Shelf (COTS) solution with customizations for a Health Alert Network (HAN). The HAN is an emergency communication system. During a public health emergency, it is critical that the Department of Public Health (DPH) has the ability to communicate and exchange information securely with the local health departments, hospitals and other key partners in Connecticut and bordering States. The HAN is a Centers for Disease Control and Prevention (CDC) initiative and a requirement for states receiving funding from the Public Health Emergency Preparedness Cooperative Agreement. The CDC describes the HAN as a strong national program, providing vital health information and the infrastructure to support the dissemination of that information at the State and Local levels.

There is a HAN currently in use in Connecticut. Development of the HAN began in 1999 and initially was designed only to communicate with the local health departments in the state. The HAN is a composite of many communication components and mechanisms including a broadcast fax system, a restricted web site with mass e-mailing and "Bulletin Board" features, and a Wide Area Notification System (WANS). However, the system is fragmented. Each different communication component has its own database and has to be activated separately. There are limitations to the number of users and roles allowed. It is unreliable and is not functioning to capacity. It also does not meet the CDC's Public Health Information Network (PHIN) requirements for Partner Communication and Alerting ([www.cdc.gov/phin](http://www.cdc.gov/phin), Attachment 12).

The DPH is looking for an "all in one" system that is easy to use and maintain and is reliable and flexible. The new system would completely replace the old system. The goal of the CT HAN is to securely facilitate communication of critical health information on a 24/7/365 basis to local health departments/districts (LHDs), hospitals and other key partners at the local, state and federal level.

The business requirements for the HAN are in the subsequent spreadsheet. They are numbered, categorized and rated by importance, H for High, M for Medium, L for low, and O for Optional.

Req #	Function	Business Requirements	Importance H=High M=Medium L= Low O=Optional
1.00	<b>General System Requirements</b>		
1.01		The system will provide the capability to send, receive, manage, and disseminate information and public health alerts to public health partners using various delivery devices such as telephones, cell phones, faxes, pagers, email, PDAs, or other communication devices.	H
1.02		The system will comply with the current Center for Disease Control and Prevention (CDC) Public Health Information Network (PHIN) requirements ( <a href="http://www.cdc.gov/phn">www.cdc.gov/phn</a> ).	H
1.03		The system will be web based (Internet) and have built in search engine capabilities.	H
1.04		The system will provide real-time access to information.	H
1.05		The system will provide a web page view of historical data of alerts sent and received.	H
1.06		The system will integrate with LDAP and meet the standards set by the Connecticut Department of Information Technology (DoIT).	H
1.07		The system will provide the capability to exchange directory data with partners using standardized data exchange formats and protocols.	H
1.08		The system will provide the capability to generate and receive XML or HL-7 formatted records in both batch and real-time.	L
1.09		The system will provide the capability for appropriate users to post content as well as receive content.	H
1.10		The system will provide the capability for Groups, Messages, Profiles and Packages to be created (and approved if required) in advance and stored for future use.	H
1.11		For this system objects that are deleted will never be erased. The system will only mark deleted objects as Inactive. Also, deleted objects may be reactivated to the Active status.	H
1.12		The system will provide an interactive Help function.	M
1.14		The system will provide data validation and standardization to prevent invalid dates, city, state, zips, etc. from being entered.	H
1.15		The system will incorporate a user-friendly intuitive interface that is easy to use and operate.	H
1.16		The system will support an administrative tickler and reminder capability for all appropriate business processes. The tickler and reminder notification process shall allow the user to link directly to the data entry screen of the event that triggered the tickler and reminder and take appropriate action as required. Tickler and reminder process shall have a default configuration and be modifiable by authorized users.	M
1.17		The system will automatically update the tickler if action is taken on an event.	M
1.19		The system will use the 48 dedicated phone lines at DPH for voice messaging and faxing.	O
1.20		The system will support text to voice and voice to text messaging.	H
1.21		The system will have the capability to integrate with GIS applications using ESRI products.	O
1.22		The system will have a "mirror" back-up system housed out of state.	O
2.00	<b>System Access</b>		
2.01		The system will have a single sign on login as per the Connecticut Department of Information Technology e-directory/LDAP implementation.	H

2.02		The system will provide the capability for users to apply for alert messaging via a web application page. Initially the user profile will not be associated with any Group or Package and thus will only receive alert messages related to the general public.	H
2.03		The system will provide a web-based home page which includes general messages and general alerts.	H
2.04		The system will be compatible with current Internet browsers.	H
3.00	<b>Posting Capabilities</b>	In order for an emergency alerting and communications system to function effectively, users must be able to post messages and assign a degree of criticality to these messages. Some messages will be sent for information purposes to the entire user base, other messages will require a higher degree of importance and be restricted to a specific user group or groups.	
3.01		The system will provide the capability for communications to be forwarded through whatever mechanisms the user identifies to specified users, roles, organizations or other grouping.	H
3.02		The system will provide the capability for approved registered users to post messages via web site.	H
3.03		The system will provide the capability for an administrator to modify messages before being disseminated.	H
3.04		The system will provide the capability for messages to be stored in an easily navigated system that offers understandable groupings.	H
3.05		The system will provide the capability to create sub-groupings within a group.	H
3.06		Users who are posting messages must have the ability to choose the appropriate predefined classification for their posting.	H
3.07		Administrators must have the ability to add and change classifications for postings.	H
3.08		Administrators must be able to amend, reject and approve a submitted posting.	H
3.09		Administrators must be able to modify, delete and move postings.	H
3.10		The system will provide the capability for providing feedback to the poster when a change has been made to their comment/posting.	H
3.11		The system will have the ability for postings to contain hyperlinks.	H
3.12		The system will have the ability for postings to support pod casts.	H
3.13		The system will have the ability for users to turn on and off instant email notification of postings.	H
3.14		The system will have the ability to facilitate forums that are restricted to users chosen by an Administrator.	H
3.15		The system will have the ability for restricted forum users to see and receive information from restricted forums	H
3.16		The system will have the ability for users to choose forums and topics of interest.	H
3.17		The system will provide the capability to archive old posting information viewable as "read only" by all users.	H
3.18		Administrators should have the ability to turn on and off an email notification each time a posting is sent to a forum they moderate	H
3.19		Users and administrators must have the ability to set off an alert based on a postings importance.	H
3.20		The system must have a "wiki" capability for restricted forum users.	M
3.21		The system will provide news aggregator software compatible with the mandatory architecture that will allow users to send and receive RSS feeds from various sites.	M
4.00	<b>System Security</b>	Defines system user roles and security requirements	

4.01		The system will provide Security Level and Sensitivity Level business rules to protect objects from being created, viewed, updated or deleted by unauthorized persons or systems.	H
4.02		<p>The system will provide security levels similar to the ones listed below.</p> <ul style="list-style-type: none"> <li>• System Administrator: This person will have the ability to: <ul style="list-style-type: none"> <li>• Modify software parameters</li> <li>• Modify content, posts, notices</li> <li>• Add/Remove Users and User Groups</li> </ul> </li> <li>• User Manager: This person will have the ability to Add/Remove users to/from groups they are assigned to manage.</li> <li>• Content Manager: This person will have the ability to start/end and control content notices and forums.</li> <li>• Contributing User: This person will have the ability to read and post within approved forums.</li> <li>• Viewing User: This person will have the ability to read in approved forums.</li> <li>• <del>General Public View Only User: These persons will have very limited read only access and is also restricted by Sensitivity Level</del></li> </ul> <p>System will provide for sensitivity levels similar to the ones listed below.</p> <ul style="list-style-type: none"> <li>• Secure Information</li> <li>• Sensitive Information</li> <li>• Public Information (information that can be disseminated)</li> </ul>	H
4.03		<ul style="list-style-type: none"> <li>• Secure Information</li> <li>• Sensitive Information</li> <li>• Public Information (information that can be disseminated)</li> </ul>	H
4.04		The system is required to provide the bi-directional, secure exchange of data with partner organizations - import/export data in a secure method utilizing the existing PHIN MS ( <a href="http://www.cdc.gov/phin/software-solutions/phinms">www.cdc.gov/phin/software-solutions/phinms</a> ).	H
4.05		The system will ensure that restricted information is only available to the intended recipients.	H
4.06		The system will support authenticated receipt of information.	H
4.07		The system will provide the means to limit access to restricted information based on the users' authorized security level.	H
4.08		The system will provide the capability for secure web presentation over the Internet to be implemented using a broad range of secure technology encryption methods [i.e. Secure Socket Layer (SSL)]	H
4.09		The system will be able to recognize secure versus nonsecure channels of transmission.	H
4.10		The system will meet the CDC PHIN requirements related to secure transport.	H
4.11		The system will be accessible via a secure Internet connection	H
4.12		The system will ensure that data cannot be intercepted when certain data is transmitted to and from the service providers site.	H
4.13		The system will ensure that access privileges are determined by user login.	H
4.14		The system will provide an archival capability that will allow the system administrator to remove records from live data files to an archive data file based upon defined retention criteria.	H
5.00	<b>Audit Capabilities</b>	Ability to track all transactions within the system	
5.01		The system will provide the capability to audit all activity for Profiles, Groups, Messages, Packages and Events. This includes when the object was created and by whom; when the object was updated and by whom; what changed and why.	H
5.02		The system will provide the ability to keep all activity for all objects (User, Profile, Group, Package, Event) in a log for auditing purposes.	H
5.03		The system will provide a method of archiving audit information	H
5.04		The system will provide a method of reviewing audit information	H



5.05		The system will provide a method of printing audit information	H
6.00	<b>System Tables</b>	Grouping of field attributes that are combined to create tables	
6.01		The system will provide a method of creating customized fields.	H
6.02		The system will provide the capability to list, sort, and search for tables and table elements by table name and element.	H
6.03		The system will provide the capability to view elements in system tables.	H
6.04		The system will provide the capability to update elements in system tables.	H
6.05		The system will provide the capability to delete elements in system tables.	H
6.06		The system will provide the capability to print elements in system tables.	H
7.00	<b>Data Collection</b>		
7.01		The system will have the ability to easily create surveys.	M
7.02		The system will have the ability to view surveys.	M
7.03		The system will have the ability to update surveys.	M
7.04		The system will have the ability to delete surveys.	M
7.05		The system will have the ability to print surveys.	M
7.06		Users will have the ability to query survey data based on role.	M
7.07		The system will provide the capability of exporting survey data.	M
8.00	<b>Profile Requirements</b>	A Profile contains the individual demographic and contact information of a user	
8.01		The system will provide the capability to list, sort and search (based on roles) for users by user id, last name, first name, status.	H
8.02		The system will provide the capability to view (based on roles) user data.	H
8.03		The system will provide the capability to update (based on roles) a user. The Administrator can change internal system information about a user, or a user can logon and update their own profile information.	H
8.04		The system will provide the capability to deactivate and re-activate (based on roles) a user – Change the status of a user from Active to Inactive/from Inactive to Active.	H
8.05		The system will provide the capability to print (based on roles) user data.	H
8.06		The system will provide the capability to import and export (based on roles) a profile.	H
8.07		The system will provide the capability to reset (based on roles) a user password.	H
8.08		The system will provide the capability for the user to select an option for an ID or password reminder if the user has forgotten their password.	H
8.09		The system will provide an Audit capability (i.e. Who created the profile? When? Who updated the profile? When? Why? What changed? Who deactivated the profile? When? Why? Etc...)	H

8.10		The system will require each user ID to have one and only one Profile. Each Profile must have one and only one user ID. Both the user ID and Profile ID must be unique.	H
8.11		The system will provide methods for users to choose how they want to be contacted and the preferred sequential priority of each communication device.	H
8.12		The system will provide the capability for each device in a recipient's communication profile to indicate whether it can be accessed during normal business hours or after normal business hours (i.e., a work phone number is usually available only during normal business hours).	H
8.13		The system will provide the capability for only the user, a manager with sensitivity level greater than or equal to the user, the system admin or the system owner to update or deactivate a user Profile.	H
8.14		The system will provide the capability for another user to view the user Profile only if the other user has a sensitivity level greater than or equal to the user Profile being viewed.	H
8.15		The system will provide the capability for a user to deactivate their Profile.	H
8.16		The system will provide the capability to force a user to look at their profile page on regular time intervals and will support reminder notifications via e-mail.	H
8.17		The system will provide the capability for users to have the ability to modify their profile information at any time with changes to system occurring simultaneously.	H
8.18		The system will provide the capability for users to choose a use identification number that is used to authenticate message delivery.	H
8.19		The system will provide the capability for a user to unsubscribe to a group. The system will then notify the group creator of when a person unsubscribes to that group.	H
9.00	<b>Group Requirements</b>	A Group is a collection of individual persons to whom an alert is sent. A Group may be a collection of Profiles and/or a collection of child-groups that can be resolved down to Profiles.  The system will provide the capability to:	
9.01		Create a Group	H
9.02		Change a Group	H
9.03		Delete a Group	H
9.04		View a Group	H
9.05		Reactivate a deleted Group	H
9.06		Print a Group	H
9.07		Import a Group	H
9.08		Export a Group	H
9.09		The system will provide an audit capability (i.e. Who created the Group? When? Who updated the Group? When? Why? What changed? Who deleted the Group? When? Why? Etc...)	H
9.10		The system will provide the capability to search and sort Group table by the various field names	H
9.11		The system will require a unique Group Name for every Group	H
9.12		The system will require a Group Description for every Group	H
9.13		The system will require an active Group Owner for every Group	H

9.14		The system will provide the capability for the owner or co-owner to delete the Groups they created.	H
9.15		The system will provide the capability for the owner or co-owner to attach a child-Group to the parent-Groups they created.	H
9.16		The system will provide the capability for a user to view a Group if the user's Security Level and Sensitivity Level is greater than or equal to the Security Level and Sensitivity Level of the Group being viewed	H
9.17		The system will require a user to have a Profile in the active status in order to add a Group or to add people to a Group	H
9.18		The system will require a Profile to have a Security Level and a Sensitivity Level greater than or equal to the Security Level and Sensitivity Level of a chosen Group to be attached to the chosen Group	H
9.19		Owners are not automatically included in the recipient Group. Their profile must be included in the recipient Group to receive an alert.	H
9.20		The system will provide the capability to add profiles to a Group	H
9.21		The system will provide the capability to change profiles in a Group	H
9.22		The system will provide the capability to delete a profile in a Group	H
9.23		The system will prevent duplicate entries of a profile on a Group	H
9.24		The system will prevent duplicate Group	H
9.25		The system will provide the capability to add child-Groups to a parent-Group	H
9.26		The system will provide the capability to remove child-Groups from a parent-Group	H
9.27		The system will provide the capability to link a Group to one or more Profiles and/or when acting as a Parent-Group may be linked to one or more Child-Groups	H
10.00	<b>Package Functions</b>	A package is a container that houses the Message(s), Group(s) and/or Profile(s) for a message or an alert.	
		The system will provide the capability to:	
10.01		Add a package	H
10.02		Change a package	H
10.03		View a package	H
10.04		Delete a package	H
10.05		Re-activate a deleted package	H
10.06		Print a package	H
10.07		Sort, list and search for a package	H
10.08		Import a package	H
10.09		Export a package	H
10.10		The system will provide an audit capability (i.e. Who created the package? When? Who updated the package? When? Why? What changed? Who deleted the package? When? Why? Etc...)	H
10.11		The system will provide a searching capability (i.e. by package ID, by package Name, by package Description, by package Owner, Etc...)	H
10.12		The system will not allow duplicate package names. A unique package name must be defined for each package.	H

10.13		The system will require a user to have Security Level and Sensitivity Level greater than or equal to the Security Level and Sensitivity Level of the Package to be added.	H
10.14		The system will require a Package Owner to have a Security Level greater than or equal to that of the user and have a Sensitivity Level greater than or equal to the Package.	H
10.15		The system will require that a Package be linked to at least one Message and at least one Profile and/or Group. Recipient Profiles may be directly linked to the Package or may be resolved down to Profiles from Group(s) that are linked directly to the Package.	H
10.16		The system will provide the capability for individual profiles to be added to a Package	H
10.17		The system will provide the capability for Groups to be added to a Package	H
10.18		The system will provide the capability for messages to be added to a Package	H
10.19		The system will provide the capability for individual profiles to be removed from a Package	H
10.20		The system will provide the capability for Groups to be removed from a Package	H
10.21		The system will provide the capability for messages to be removed from a Package	H
11.00	<b>Event Functions</b>	An Event is when a Package is triggered or executed	
		The system will provide the capability to:	
11.01		View an event	H
11.02		Print an event	H
11.03		Sort, list and search for an event	H
11.04		The system will provide an audit capability (i.e. Who triggered the Event? When? Who was contacted? How? When? Who responded? How? When? Etc...)	H
11.05		The system will not allow duplicate message names. An unique Event name must be defined for each event.	H
12.00	<b>Messaging Functions</b>	A Message function involves activities or actions used to notify selected Profiles or Groups. It may be text, generated voice and/or recorded voice. (Please refer to attachment 12, Implementing the Public Health Information Network (PHIN), Supplemental Information Describing Functionality for Systems Supporting Communication).	
		The system will provide the capability to:	
12.01		Create a Message - It may be text, generated voice and/or recorded voice.	H
12.02		Change a Message	H
12.03		View a Message	H
12.04		Delete a Message	H
12.05		Re-activate a deleted Message	H
12.06		Print a Message	H
12.07		Sort, list and search for a Message	H
12.08		Import a Message	H
12.09		Export a Message	H
12.10		Store predefined Messages	H
12.11		Achieve messages	H
12.12		The system will not allow duplicate Message names. A unique Message name is defined for each Message.	H
12.13		The system will have the capability of messages to support a hyperlink, pod cast, and video stream.	H

12.14		The system will provide the capability for a sensitivity level to be assigned to each Message. Each level of sensitivity will require different levels of approval to send.	H
12.15		The system will provide Message authorization, Message content development and approval, Message delivery mechanisms, and delivery monitoring and reporting.	H
12.16		The system will provide the capability to choose specific means of message transport. The system must be programmable to send alerts for designated time periods or until a select number of users have authenticated alert delivery.	H
12.17		The system will provide the capability to be able to send alerts to and receive alerts from external jurisdictions. Staff with the appropriate security level will be alerted of the incoming Message and have the capability to modify, designate the contact Groups, and send the alert Message.	H
12.18		The system will provide a searching capability (i.e. by Message ID, by Message Name, by Message Description, by Message Owner, Etc...)	H
12.19		The system will provide an audit capability (i.e. Who created the Message? When? Who updated the Message? When? Why? What changed? Who deleted the Message? When? Why? Etc...)	H
12.20		The system will provide multiple methods for user to respond to an alert indicating that they have received the Message.	H
12.21		The system will be able to accept and register the confirmation of receipt that indicates a human user has received and acknowledged the alert.	H
12.22		The system will provide the capability for communications and alerts to be forwarded to specified people, roles, organizations, or other groupings.	H
12.23		The system will support the ability for jurisdictions to append jurisdictionally specific information to original alerts.	H
12.24		The system will be able to securely archive alerts and all other communications.	H
12.25		The system will be able to securely retrieve, reconstruct, and resend archived alerts and communications.	H
12.26		The system will require sensitive alerts to have secure transport and restricted access and distribution	H
12.27		The system will be able to authenticate the identity of a user according to identified authentication requirements before delivering sensitive information. In these cases, the alert may be sent over non-secure means but must include a reference to a secure web site where the sensitive information is available to authenticated users.	H
12.28		To support downward compatibility, the content of an alert will be translatable and sharable in simple text format for information delivered by devices that do not support graphics, such as a Blackberry or pagers - needs to accommodate small text for pagers.	H
12.29		The system will require all defined contact methods for each recipient to be fully exhausted in an attempt to collect a return receipt within the applicable Urgency Level timeframe.	H
		<b>Alert format</b>	
12.30		The system will require an alert to contain a message header, body, and footer.	H

12.31		All alerts shall include the following information:- a unique message identifier, the official name of the agency originating the alert (or an abbreviated representation of agency name), the date and time the alert was initiated, an indication of severity, a title, the message text.	H
12.32		Under certain circumstances, alerts shall also include the following information:- an indication of the alert's sensitivity, an indication of whether acknowledgment is required, an indication of whether the alert is an update or cancellation of a previous alert, and if so, the message identifier of the previous alert, an indication of whether the alert is for exercise or system test purposes only.	H
		<b>Vocabulary standards</b>	
12.33		The system will provide the capability to target and process a single alert using different urgency levels for different recipients (i.e., "Emergency" for some audiences and "Alerts" for others).	H
12.34		The system shall support a "Severity" attribute	H
12.35		The system shall support a "Delivery Time" attribute	H
12.36		The system shall support an "Acknowledge" attribute	H
12.37		The system shall support a "Jurisdiction" attribute	H
12.38		The system shall support a "Jurisdictional Level" attribute	H
12.39		The system shall support a "Role" attribute	H
12.40		The system shall support a "Sensitive" attribute	H
12.41		The system shall support a "Status" attribute to be used to indicate whether a communication is related to a true event or to a test scenario. <ul style="list-style-type: none"> <li>• Actual - indicates that the alert refers to a live event</li> <li>• Exercise - indicates that designated recipients must respond to the message</li> <li>• Test - indicates that the message is related to a technical, system test and should be disregarded</li> </ul>	H
12.42		The system shall support a "Message Type" attribute to identify the kind of a communication or alert. <ul style="list-style-type: none"> <li>• Alert - indicates to the recipient that attention is required</li> <li>• Update - indicates prior messages have been updated and superseded</li> <li>• Cancel - indicates prior messages have been cancelled</li> <li>• Error - indicates prior messages have been retracted</li> </ul>	H
12.43		The alerting system shall support an "Agency Identifier" attribute, which indicates the agency issuing the alert.	H
12.44		The alerting system shall support an "Alerting Program" attribute, which indicates the source of the message.	H
12.45		The alerting system shall support a "Send Time" attribute	H
12.46		The alerting system shall support a "Recipients" attribute	H
12.47		The alerting system shall support a "Title" attribute	H
12.48		The alerting system shall support a "Message Text" attribute	H
12.49		The system must be able to direct alerts to appropriate, targeted audiences on the bases of role, organization, organization type, the nature of the event, the type of response required, the jurisdictions affected, the urgency of the event, and the sensitivity of the information.	H
12.50		The system will ensure timely and comprehensive delivery to all required recipients while simultaneously minimizing alerts that may be perceived as redundant or unnecessary.	H

13.00	<b>Reporting Capabilities</b>		
13.01		The system will provide the capability for robust reporting capabilities that allow for specified users to create customized reports.	H
13.02		The system will provide the capability of generating real-time message delivery status reports containing the number of recipients targeted to receive a message and the number who have confirmed receipt.	H
13.03		The system will provide pre-defined reports (i.e. relating to statistical information when an alert is sent and received) - specific canned reports that we want to use.	H
13.04		The system will provide Administrators the ability to run ad hoc reports as necessary.	H
13.05		The system will provide Administrators the ability to see all reports.	H
13.06		The system will provide the capability for reports to be manipulated based on search criteria	H
13.07		The system will provide the capability for report to be available each time an alert is sent detailing the title of the alert, the time it was sent, how it was sent, who the system attempted to reach, which users authenticated delivery of the alert, and when the alert was ended.	H
13.08		The system will provide the capability to integrate with a third party report writer based on DoIT EWTA standards.	M
13.09		The system will provide users with the ability to develop, generate and save report templates within the system for reuse.	H
13.10		The system will be able to produce application usage and system administration reports by user id or user type (and other reports recommended by the service provider) including Logon/logoff activity, failed attempts for system logon, database transactions, performance and volume statistics, CPU activity for individual users, file storage and space utilization.	H
13.11		The system will have the ability to print reports to the screen as well as to a printer.	H
14.00	<b>Training Capabilities</b>		
14.01		The vendor will develop a Training Plan, conduct Administrator, Help Desk and Train the Trainer Training sessions based on the business process flow diagrams and the users' business processes and develop all Training Materials. The vendor will supply all required training materials for attendees to continue the training process on their own.	H
14.02		The vendor will provide end-user training sessions at DPH and locations around the state for 1000+ users. The vendor will provide the option of web-based training.	H
14.03		The vendor will provide hardcopy and electronic end-user documentation will include online manuals in PDF format, user reference guide, user quick reference guide; computer-based or CD/DVD-based training and classroom training evaluations.	H
15.00	<b>Other</b>		
15.01		The system's code will be documented and owned by DPH.	H
15.02		The vendor will provide 24/7 technical support.	H
15.03		The system will have a disaster recovery plan and an off site back-up system.	H
15.04		The system will a hyperlink to CT's learning management system, CTtrain, calendar	M

## 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 **BIDDER CONTRACT COMPLIANCE MONITORING REPORT** 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)**

<p><b><u>Officials, Managers and Supervisors</u></b> - 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.</p> <p><b><u>Professionals</u></b> - 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.</p> <p><b><u>Technicians</u></b> - 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.</p> <p><b><u>Sales Workers</u></b> - 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.</p> <p><b><u>Office and Clerical Workers</u></b> - Includes all clerical type work regardless of level of difficulty, where the activities are predominantly non-</p>	<p><b><u>Skilled Workers</u></b> - 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.</p> <p><b><u>Semi-Skilled Workers</u></b> - 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.</p> <p><b><u>Unskilled Workers</u></b> - 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.</p> <p><b><u>Service Workers</u></b> - 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.</p> <p><b><u>Apprentices</u></b> - 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</p>
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<p>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.</p>	<p>whether the program is registered with a state or federal agency. <b>Trainees</b> - 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.</p>
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**3) Definition of Racial and Ethnic Terms (as used in Part IV Bidder Employment Information)**

<p><b>White</b> (not of Hispanic Origin) - All persons having origins in any of the original peoples of Europe, North Africa, or the Middle East. <b>Black</b> (not of Hispanic Origin) - All persons having origins in any of the Black racial groups of Africa. <b>Hispanic</b> All persons of Mexican, Puerto Rican, Cuban, Central or South American, or other Spanish culture or origin, regardless of race.</p>	<p><b>Asian or Pacific Islander</b> 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, &amp; Samoa. <b>American Indian or Alaskan Native</b> All persons having origins in any of the original peoples of North America, and who maintain cultural identification through tribal affiliation or community recognition.</p>
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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? <input type="checkbox"/> Yes <input type="checkbox"/> No
Bidder Parent Company (if any)	-Is bidder a minority business enterprise? <input type="checkbox"/> Yes <input type="checkbox"/> No If Yes, check ownership category <input type="checkbox"/> Black <input type="checkbox"/> Hispanic <input type="checkbox"/> Asian American
Other Locations in CT (if any)	<input type="checkbox"/> American Indian/Alaskan Native <input type="checkbox"/> Iberian Peninsula <input type="checkbox"/> Individual(s) with a Physical Disability <input type="checkbox"/> Female -Is bidder certified as above by the State of CT (DAS)? <input type="checkbox"/> Yes <input type="checkbox"/> No

**PART II - Bidder Non-Discrimination Policies & Procedures**

1. Does your company have a written Equal Employment Opportunity statement posted on company bulletin boards? <input type="checkbox"/> Yes <input type="checkbox"/> 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.? <input type="checkbox"/> Yes <input type="checkbox"/> No
2. Does your company have a written sexual harassment in the workplace policy posted on company bulletin boards? <input type="checkbox"/> Yes <input type="checkbox"/> No	8. Do you, upon request, provide reasonable accommodation to employees or applicants for employment who have physical or mental disability? <input type="checkbox"/> Yes <input type="checkbox"/> No
3. Do you notify all recruitment sources in writing of your company non-discrimination employment policy? <input type="checkbox"/> Yes <input type="checkbox"/> No	9. Does your company have a mandatory retirement age for all employees? <input type="checkbox"/> Yes <input type="checkbox"/> No

<p>4. Do your company advertisements contain a written statement that you are an Equal Opportunity Employer?  <input type="checkbox"/> Yes <input type="checkbox"/> No</p>	<p>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?  <input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> NA</p>
<p>5. Do you notify the CT State Employment Service of all employment openings with your company?  <input type="checkbox"/> Yes <input type="checkbox"/> No</p>	<p>11. If your company has apprenticeship programs, do they meet the equal opportunity requirements of the apprenticeship standards of the CT Dept. of Labor?  <input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> NA</p>
<p>6. Does your company have a collective bargaining agreement with workers?  <input type="checkbox"/> Yes <input type="checkbox"/> No</p> <p>6a. If yes, do the collective bargaining agreements contain non-discrimination clauses covering all workers  <input type="checkbox"/> Yes <input type="checkbox"/> No</p> <p>6b. Have you notified each union, in writing, of your commitments under the non-discrimination requirements of contracts with the State of CT?  <input type="checkbox"/> Yes <input type="checkbox"/> No</p>	<p>12. Does your company have a written affirmative action plan?  <input type="checkbox"/> Yes <input type="checkbox"/> No</p> <p>13. Is there a person in your company who is responsible for Equal Employment Opportunity?  <input type="checkbox"/> Yes <input type="checkbox"/> No          If yes, provide name and phone number:</p>

**PART III - Bidder Subcontracting Practices**

<p>1. Will the work of this contract include subcontractors or suppliers? <input type="checkbox"/> Yes <input type="checkbox"/> No</p> <p>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.</p> <p>1b. Will the work of this contract require additional subcontractors or suppliers other than those identified in 1a. above?  <input type="checkbox"/> Yes <input type="checkbox"/> No</p>
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<b>CONTRACT COMPLIANCE REGULATIONS (CHRO)</b> <i>Page 4 of 4</i>	<b>STATE OF CONNECTICUT COMMISSION ON HUMAN RIGHTS AND OPPORTUNITIES (CHRO)</b>	CHRO-4
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**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												
<b>TOTALS ABOVE</b>												
Total One Year Ago												
<b>FORMAL ON-THE-JOB TRAINEES (ENTER FIGURES FOR THE SAME CATEGORIES AS ARE SHOWN)</b>												
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
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## 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. \_\_\_\_\_

**State of Connecticut, Department of Information Technology  
Request for Proposals  
Health Alert Network**

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- 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 its 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 contractor 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:

<u>Contribution Date</u>	<u>Name of Contributor</u>	<u>Recipient</u>	<u>Value</u>	<u>Description</u>

### Lawful Campaign Contributions to Candidates for the General Assembly:

<u>Contribution Date</u>	<u>Name of Contributor</u>	<u>Recipient</u>	<u>Value</u>	<u>Description</u>

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**  
**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](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 or 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](http://www.das.state.ct.us), and the Office of Policy and Management, [www.opm.state.ct.us](http://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](http://www.ct.gov/ethics).

Recent legislation (Public Act 05-287) prohibits anyone who is a party (or who is seeking to become a party) to a state construction, procurement, or consultant services contract over \$500,000 from:

(1) Soliciting information from a public official or state employee that is not available to other bidders for that contract, with the intent to obtain a competitive advantage over other bidders;

(2) intentionally or recklessly charging a state agency for work not performed or goods or services not provided, or falsifying invoices or bills; or

(3) intentionally violating or trying to circumvent the state competitive bidding and ethics laws.

Recent legislation (Public Act 05-287) also requires any prospective state contractor to affirm in writing that he or she has been provided with a summary of the state's ethics laws and that his key employees have read and understood the summary and agree to comply with the applicable provisions of the ethics law.

**NOTICE TO EXECUTIVE BRANCH STATE CONTRACTORS AND PROSPECTIVE STATE CONTRACTORS OF CAMPAIGN CONTRIBUTION AND SOLICITATION BAN**

This notice is provided under the authority of Connecticut General Statutes 9-612(g)(2), as amended by P.A. 07-1, and is for the purpose of informing state contractors and prospective state contractors of the following law (italicized words are defined below):

**Campaign Contribution and Solicitation Ban**

No *state contractor, prospective state contractor, principal of a state contractor or principal of a prospective state contractor*, with regard to a *state contract or state contract solicitation* with or from a state agency in the executive branch or a quasi-public agency or a holder, or principal of a holder of a valid prequalification certificate, shall make a contribution to, or *solicit* contributions on behalf of (i) an exploratory committee or candidate committee established by a candidate for nomination or election to the office of Governor, Lieutenant Governor, Attorney General, State Comptroller, Secretary of the State or State Treasurer, (ii) a political committee authorized to make contributions or expenditures to or for the benefit of such candidates, or (iii) a party committee;

In addition, no holder or principal of a holder of a valid prequalification certificate, shall make a contribution to, or solicit contributions on behalf of (i) an exploratory committee or candidate committee established by a candidate for nomination or election to the office of State senator or State representative, (ii) a political committee authorized to make contributions or expenditures to or for the benefit of such candidates, or (iii) a party committee.

**Duty to Inform**

State contractors and prospective state contractors are required to inform their principals of the above prohibitions, as applicable, and the possible penalties and other consequences of any violation thereof.

**Penalties for Violations**

Contributions or solicitations of contributions made in violation of the above prohibitions may result in the following civil and criminal penalties:

Civil penalties--\$2000 or twice the amount of the prohibited contribution, whichever is greater, against a principal or a contractor. Any state contractor or prospective state contractor which fails to make reasonable efforts to comply with the provisions requiring notice to its principals of these prohibitions and the possible consequences of their violations may also be subject to civil penalties of \$2000 or twice the amount of the prohibited contributions made by their principals.

Criminal penalties—Any knowing and willful violation of the prohibition is a Class D felony, which may subject the violator to imprisonment of not more than 5 years, or \$5000 in fines, or both.

**Contract Consequences**

Contributions made or solicited in violation of the above prohibitions may result, in the case of a state contractor, in the contract being voided.

Contributions made or solicited in violation of the above prohibitions, in the case of a prospective state contractor, shall result in the contract described in the state contract solicitation not being awarded to the prospective state contractor, unless the State Elections Enforcement Commission determines that mitigating circumstances exist concerning such violation.

The State will not award any other state contract to anyone found in violation of the above prohibitions for a period of one year after the election for which such contribution is made or solicited, unless the State Elections Enforcement Commission determines that mitigating circumstances exist concerning such violation.

Additional information and the entire text of P.A 07-1 may be found on the website of the State Elections Enforcement Commission, [www.ct.gov/seec](http://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.

**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

**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 Health Alert Network (HAN).

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 HAN. 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 the business and technical 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. The Evaluation Team will include members that have experience in emergency communication and/or information processing systems. 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.

The following evaluation criteria categories will be used to develop more detailed criteria that will be used during the evaluation process:

### 1. Experience/Qualifications/Financial Stability

- The vendor's qualifications, including but not limited to, financial position, from the Audited Financial Statements that are required to be submitted with the proposal i.e., legal standing, ethics compliance, small business or minority certification, CHRO compliance.
- The vendor's documented experience in successfully completing projects of a similar size and scope, ideally, in the same or comparable line of business, to those required by this RFP *or* the vendor has developed a HAN for another governmental entity that is capable of meeting the CDC PHIN requirements ([www.cdc.gov/phn](http://www.cdc.gov/phn)).
- The vendor's demonstration of how proposed system will meet the CDC PHIN requirements for Partner Communication and Alerting (*Attachment 12*).
- Business and personnel reference checks may be made as part of the evaluation process. Reference checks may not be limited to specific customer references cited in the proposal. Moreover, in the case of a proposed modification of an existing application, evidence of successful systems implementation or certification may be required.

### 2. Understanding of the Project

- The vendor's ability to comprehend the HAN concept and understand the PHIN requirements.
- The vendor's solution is within the scope of the business and technical requirements (*Attachments 6, 13, & 14*).

### 3. Meeting the technical requirements

- The vendor's detailed approach to perform the services required by the technical requirements of this RFP (*Attachments 13 & 14*).

### 4. Execution of project/project management

- The overall ability of the vendor, as judged by the Evaluation Team, to begin and successfully complete the project within the proposed schedule. This judgment will

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include, but will not be limited to, such factors as vendor staff commitment to the project, a project management and control plan, and project organization and availability of staff.

- The vendor's speed of delivery and ability to modify a system compatible with DoIT's standards as outlined in Attachments 13 & 14.
- The vendor has clearly described any roles and responsibilities of DPH and DOIT staff in the implementation and deployment of the project.

5. Proposed system solution

- The vendor's solution meets the business and technical requirements for a secure, robust comprehensive system.
- The vendor's proposed solution meets DoIT's EWTA and technical architecture standards as described in Attachments 13 & 14.

6. Training

- The vendor has clearly described the nature of training for each type of training required, including but not limited to, technical support training, system administration training, train the trainer training, and user training.

7. Technical Support

- The vendor's ability to provide 24/7/365 technical support.
- The vendor has described the nature and methods of provision of technical and Help Desk support.
- The vendor has clearly described change management procedures for bug fixes and change requests and associated costs.
- The vendor provides a sample maintenance plan.

8. Budget

- The vendor's has provided a total Firm, Fixed Price for the HAN.

### **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**

Evaluations will be conducted in accordance with DoIT procurement procedures. Only proposals that meet the minimum mandatory proposal requirements will be considered for evaluation. During the evaluation process, the 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 BUSINESS, TECHNICAL AND OPERATIONAL PROPOSAL EVALUATION CRITERIA**

The evaluation of qualified proposals will be scored in each of the areas identified above in Section 2, Evaluation Methodology. While a maximum score of **800** is possible; proposals must achieve a minimum score of **520** points (65% of the total possible points) to be considered responsive. Any proposal that fails to achieve the minimum score will **not** receive further consideration.

After completing independent proposal evaluations, the Evaluation Team members will meet as a total team to score the proposals. At this time, the Business, Technical and Operational evaluation points given by each evaluator will be discussed. As a result of discussion, the Evaluation Team will come to a consensus score on each individual evaluation criterion.

### **4.2 EVALUATION OF COST PROPOSALS**

The evaluation of the Cost Proposal from, *Attachment 3*, shall be worth a maximum total of **200** points.

### **4.3 COMBINED PROPOSAL EVALUATION**

Proposal scores for the Business, Technical and Operational Proposals will be summed with the Cost Proposal scores. 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 Health Alert Network 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 \_\_\_\_\_, RFP # 08ITZ0030. 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 # 08ITZ0030. 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.

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- (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](http://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

# **Implementing the Public Health Information Network (PHIN)**

**Supplemental Information  
Describing Functionality for  
Systems Supporting  
Communication**

**SUPPLEMENTAL INFORMATION:  
COMMUNICATE**

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Version 2.0

April 6, 2007

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## Overview

### PHIN Supplemental Information

The Public Health Information Network (PHIN) is the Centers' for Disease Control and Prevention (CDC) vision for advancing fully capable and interoperable information systems to support public health across all levels of government. The vision is supported by developing and promulgating best practices, requirements, standards, specifications and an overall architecture. The PHIN Requirements and Recommendations Version 2.0 provides a framework based on the public health activity schema developed in collaboration with representatives from state and local health departments. This public health activity framework (see Figure 1) identified four general categories of activities.

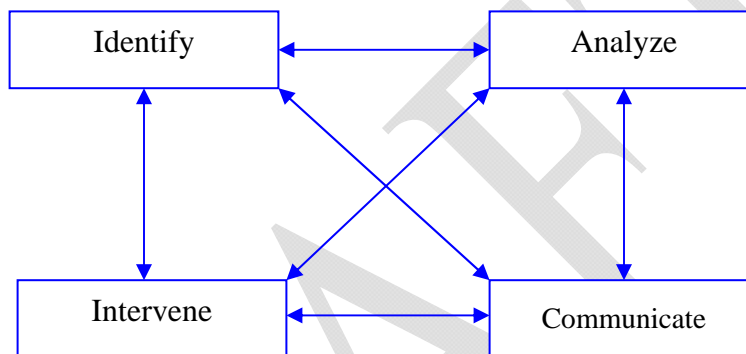


Figure 1 - Public Health Activity Cycle

**Identify** is the recognition of events or conditions of public health importance by public health practitioners, health care professionals, or the public.

**Analyze** is the consolidation, processing, analysis, and interpretation of data obtained on health events or conditions of public health importance.

**Communicate** is providing the results of the analysis and interpretation of events or conditions to appropriate audiences.

**Intervene** is selecting and implementing appropriate measures to prevent, contain, or control an event or condition of public health importance to prevent adverse health effects, prevent the worsening of effects in those initially affected, or prevent the extension of adverse effects to other persons.

The PHIN Requirements and Recommendations Version 2.0 document provides an overarching structure that allow for additional supplemental information to be developed that support state and local health departments initiatives to implement interoperable information systems. The supplemental information is organized into documents that align with the four general public health activities – Identify, Analyze, Communicate and Intervene. These supplemental

information documents provide additional details specific to each public health activity. The PHIN Requirements and Recommendations Version 2.0 document in combination with the supplemental information documents intend to provide the state and local health departments with the necessary requirements and guidance to implement information system that align with the PHIN vision.

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## ***Introduction to the Public Health Activity: Communicate***

The supplemental information contained in this document provides details to support the implementation of information systems that support the communication of information about events or conditions of public health importance.

This document describes the functionality necessary to send and receive alerts. Communication and alerting systems are intended to support, facilitate and integrate the processes necessary to compose, send, and acknowledge time-critical information among public health partners and the public regarding health events. Systems supporting communication and alerting must support alerting protocols, remain constantly available, and integrate with directories for recipient addressing.

Throughout this document, the term “alerts” refers to a broad spectrum of notifications, with different levels of significance of the content, among public health partners and potentially to the public. A “health alert” is one category of the broader “alerts” referring specifically to communications about health events that are proactively distributed in order to mitigate an extent or severity of an event.

This document makes frequent use of the phrases “public health alerting systems” or “alerting systems”. In many PHIN partner organizations, communication and alerting functionality will be implemented using a combination of one or more information systems and manual business processes. The phrases “public health alerting system” and “alerting system” within this document are intended to mean the totality of all of the systems and processes employed by a given PHIN partner to implement the communication and alerting functionality. These phrases do not imply any requirement for a single information system that performs all of the functions defined here.

Further, there is no requirement that a PHIN partner organization own or operate its own alerting system. Under many circumstances it may be practical or preferable for organizations to share the use of a system. For example, a city health department might reasonably make use of an alerting system operated by the state health department within whose jurisdiction it lies, or a health department may make use of an alerting system operated by another branch of government. The requirement is that PHIN partner organizations have an alerting capability, through whatever arrangement, that meets the functional specifications described here.

It is important that public health alerting systems achieve a basic level of standardization with respect to functional capability, behavior, and terminology. Because many, if not most, public health events are cross-jurisdictional in scope, any individual working within any jurisdiction may be subject to receiving alerts originating from many different health departments or public health jurisdictions. A primary objective of PHIN is to establish the ability for public health organizations to communicate and work effectively with each other, especially during emergencies. In the event of an emergency or time-critical event, some uniformity of alert message structure, vocabulary, semantics, and process is critical to clarity and accuracy in communications and to reducing the risk of communications being mismanaged or

misunderstood across multiple organizations and jurisdictions. It is therefore the objective of PHIN communications and alerting that systems be consistent in the type of information sent to human recipients, be semantically consistent with a standard set of attributes and vocabularies, be consistent as to how alerting terminology corresponds to system behaviors and human processes, and be consistent in the type of information stored for historical reporting and auditing purposes.

Secure communications ensure that restricted information is available to the intended recipients only. Depending on the sensitivity of the content, alerts may need to be sent over a secure communication channel. Communication channels refer to the mechanism used to send information among alerting partners. Throughout this document, the phrase “secure communication” refers to the fact that a communications channel is secured, and not to the technology used to make the channel secure.

This document articulates the minimum functionality and operational processes necessary for PHIN communication and alerting systems, but certainly does not preclude a system from incorporating additional functionality beyond what this document addresses.

## Linkage to PHIN Requirements and Recommendations

The supplemental information provided in this document directly supports and applies to the following PHIN requirements and recommendations.

<b>PHIN Requirements and Recommendations (Version 2.0)</b>	
<b>Requirement</b>	<b>Number</b>
Requirement 1: Compose Messages	1, 1.1, 1.2, 1.3
Requirement 2: Send Messages	2, 2.1, 2.2, 2.3, 2.4
Requirement 3: Receive and Process Messages	3, 3.1, 3.2, 3.3, 3.4
Requirement 4: Public Health Directory	4
Requirement 5: System Access, Security and Availability	5, 5.1, 5.2, 5.3, 5.4, 5.5
<b>Recommendation</b>	<b>Number</b>
Recommendation 12: Provide Necessary Communications	12, 12.1, 12.2, 12.3
Recommendation 13: Evaluate Timing and Usefulness of Communications	13
Recommendation 16: Policies and Procedures for System Administration	16, 16.1, 16.2, 16.3, 16.4
Recommendation 17: System Development Standards	17

## Functionality

### **Communication and Alerting – Section Layout and Description**

The supplemental information provided describes baseline functionality for system(s) and processes implemented to support communication and alerting capabilities. The information is organized into the following sections:

Section	Topic
2.1	Alerting and Secure Partner Communications
2.2	Alert Format
2.3	Vocabulary Standards
2.4	Recipient Addressing
2.5	Alerting Across Jurisdictions
2.6	System Integration and Data Exchange
2.7	Operations

#### **2.1 Alerting and Secure Partner Communications**

The purpose of an alerting system is to inform designated recipients about health events or emergencies using methods of communication that are appropriate to the event.

The conditional circumstances, vocabulary, and methods for conveying this information to alert recipients can vary based upon delivery method and the capabilities of various communication device types. For these device-specific requirements please refer to PHIN Communication and Alerting Implementation Guide.

Secure partner communication is a set of methods used to ensure that restricted information is delivered to and is available to only the intended recipients. The term “secure communication” refers to the fact that a communications method is secured, but not to the technology used to make the channel secure. For example, standard SMTP e-mail should not be used for secure partner communications because it is neither a secure communication channel, nor does it restrict access to only the intended recipients.

Epi-X is one example of a secure web site that partners may use. More information about Epi-X is available at <http://www.cdc.gov/epix>. However, Epi-X is not required as long as the partner has other means of providing secure communication.

#### **2.2 Alert Format**

A well-defined format for alerts provides for efficient and standardized communication among public health partners during times of increased risk. Public health alerts may be sent to a wide range of people and roles, frequently across more than one jurisdiction. Formatting standards for alerts will help ensure that public health organizations can communicate effectively within their jurisdictions and with each other, especially during emergencies.

### **2.3 Vocabulary Standards**

Standard vocabulary lists and data structures have been defined by standards organizations. PHIN Communication and Alerting uses standard vocabularies to the maximum extent possible. Standard attributes and vocabularies for describing the parameters of an alert are critically important when exchanging alerting information across jurisdictions. Vocabulary requirements for alerting systems are included in this section.

Public health alerting systems are *not* required to use the standard attributes and vocabularies internally; they may use other, preferred local attributes and vocabularies. However, the information about alerts that an alerting system manages must semantically correspond to, and be capable of translation to the standard attributes and vocabularies. If the information within an alerting system can be translated in this way, then the alerting system is said to “support” the standard attributes and vocabularies, and meets PHIN functionality with regard to attributes and vocabularies. More detailed information on the proper use and encoding of these attributes and vocabularies is provided in the PHIN Communication and Alerting Implementation Guide.

### **2.4 Recipient Addressing**

Alerts are addressed to specified people, roles, organizations, jurisdictions, or other groupings. More detailed information on recipient addressing and the multiple combinations of addressing options is provided in the PHIN Communication and Alerting Implementation Guide.

### **2.5 Alerting Across Jurisdictions**

When communications or alerts must be sent across jurisdictional boundaries, different processes and methods of delivery may be applied. Cross-jurisdictional alerting has specific functionality as delineated in this section. This is in addition to the functionality described elsewhere in this document. Two possible methods exist for sending alerts across jurisdictional boundaries: direct alerting and cascade alerting.

Direct alerting is the normal process in which an alerting system sends messages to human recipients. Cross-jurisdictional direct alerting entails an alerting system in one jurisdiction sending messages to recipients in another jurisdiction.

Cascade alerting is a process in which an alert is sent as a system-to-system message from one jurisdiction to another, and the receiving system then distributes the alert to the appropriate recipients within its jurisdiction. Cascade alerting is the preferred method for sending cross-jurisdictional alerts, but it requires significantly more technical sophistication. Cascade alerting is therefore an optional capability for PHIN partners. The functionality detailed for cascade alerting would apply to those partners that opt to implement cascade alerting capability, and only those partners.

### **2.6 System Integration and Data Exchange**

Bi-directional, secure exchange of data with partner organizations support public health investigations across all levels of public health. Systems integration functionality specific to

alerting systems is included in this section and describes the types of data that alerting systems should be able to send and receive. This section is limited to describing the types of data exchange that communication and alerting systems must support; not the specifics of transporting the data.

Alerting systems should be able to support or integrate with a jurisdiction's public health directory. To support alerting functionality, there are specific capabilities and data elements required of the jurisdiction's public health directory. The public health directory should be able to exchange directory data with partners using standardized data exchange formats and protocols to support partner communications.

### **2.7 Operations**

Personnel, roles, and responsibilities necessary to support alerting systems should be clearly defined. Operational processes and policies that are specific to communication and alerting are included in this section.



### Communication and Alerting – Functionality Listing

Section	ID	Functionality	Explanation / Comments / Examples
2.1 Alerting and Secure Partner Communications	2.1.1	Alerting	
	2.1.1.1	Alerting systems shall have the ability to send, manage, and disseminate alerts to people and organizations that participate in public health activities within their jurisdiction, and particularly, those involved in public health emergency response	
	2.1.1.2	Alerting systems shall support a variety of communication device types such that real-time communications with these people and organizations, including emergency and after-hours communications, will be practical and effective.	
	2.1.1.3	Public health partners shall be able to send alerts to and receive alerts from jurisdictions other than their own. This includes securely exchanging alerts with people in other jurisdictions and organizations.	Refer to 2.5 Alerting Across Jurisdictions” for further detail regarding this requirement area.
	2.1.1.4	Alerting systems shall provide the ability for alert recipients to confirm that they have received and acknowledged an alert.	
	2.1.1.5	Alerting systems shall display or report near-real-time delivery status information that includes the number of recipients targeted to receive an alert and the number who have received it, or (when confirmation is required) have confirmed receipt.	
	2.1.1.6	Alerting systems shall be able to securely archive the alerts that they process (i.e. that they initiate, send, cascade), and must be able to securely retrieve and reconstruct alerts from this archive.	
	2.1.2	Secure Partner Communication	
	2.1.2.1	Alerting systems shall provide a means of secure partner communication.	Epi-X is one example of a secure web site that partners may use. However, Epi-X is not required as long as the partner has other means of providing secure communication.
	2.1.2.2	Sensitive alerts shall require secure transport and restricted access and distribution.	See section 2.3.7 (Vocabulary Standards) for additional details regarding “Sensitive” alerts.
	2.1.2.3	Secure partner communications shall be able to authenticate the identity of a user before delivering sensitive information.	

Section	ID	Functionality	Explanation / Comments / Examples
	2.1.2.4	Alerting systems shall be able to distinguish secure versus non-secure channels of transmission.	
2.2 Alert Format	2.2.1	Each alert shall address a single issue rather than combining multiple issues in one alert.	
	2.2.2	All alerts shall include the following information: <ul style="list-style-type: none"> <li>• a unique message identifier</li> <li>• the official name of the agency originating the alert (or an abbreviated representation of agency name)</li> <li>• the date and time the alert was initiated</li> <li>• an indication of severity</li> <li>• a title<sup>1</sup></li> <li>• the message text<sup>1</sup></li> </ul>	
	2.2.3	Under certain circumstances, alerts shall also include the following information: <ul style="list-style-type: none"> <li>• an indication of the alert's sensitivity</li> <li>• an indication of whether acknowledgment is required</li> <li>• an indication of whether the alert is an update or cancellation of a previous alert, and if so, the message identifier of the previous alert</li> <li>• an indication of whether the alert is for exercise or system test purposes only</li> </ul>	<ul style="list-style-type: none"> <li>• If the alert contains sensitive content, this fact shall be conveyed to the recipients of the alert.</li> <li>• If a confirmation of receipt is required, this fact shall be conveyed to the recipients of the alert.</li> <li>• If the alert is an exercise or test, this fact shall be conveyed to recipients.</li> <li>• If the alert is an update, cancellation, or error, this fact shall be conveyed to recipients.</li> </ul>

<sup>1</sup> Title and message text may need to be truncated or left out on communication devices with restrictive message size limitations, such as SMS devices and pagers. Please refer to the PHIN Partner Communications and Alerting Implementation Guide for details.

Section	ID	Functionality	Explanation / Comments / Examples
2.3 Vocabulary Standards <sup>2</sup>	2.3.1	Alerting systems shall support a “Severity” attribute	The “Severity” attribute indicates to recipients the level of significance of the public health event described by the alert. Standard allowed values for this attribute are: <ul style="list-style-type: none"> <li>• Extreme</li> <li>• Severe</li> <li>• Moderate</li> <li>• Minor</li> <li>• Unknown</li> </ul>
	2.3.2	Alerting systems shall support a “Delivery Time” attribute	The “Delivery Time” attribute indicates the target timeframe for delivery of the alert to all recipients (and for recipient acknowledgement, when acknowledgement is required). Standard allowed values for this attribute are: <ul style="list-style-type: none"> <li>• Within 15 minutes</li> <li>• Within 60 minutes</li> <li>• Within 24 hours</li> <li>• Within 72 hours</li> </ul>
	2.3.3	Alerting systems shall support an “Acknowledge” attribute	The “Acknowledge” attribute indicates whether a confirmation of receipt is required of each recipient. Standard allowed values for this attribute are: <ul style="list-style-type: none"> <li>• Yes</li> <li>• No</li> </ul>
	2.3.4	Alerting systems shall support a “Jurisdiction” attribute	The “Jurisdiction” attribute indicates the jurisdictions within which recipients are targeted.

<sup>2</sup> Systems may “support” the standard vocabulary, by having the capability to translate local attributes and values to the standard attributes and vocabulary.

Section	ID	Functionality	Explanation / Comments / Examples
	2.3.5	The alerting system shall support a “Jurisdictional Level” attribute	<p>The “Jurisdictional Level” attribute indicates the targeted recipients’ jurisdictional level. Standard allowed values for this attribute are:</p> <ul style="list-style-type: none"> <li>• National</li> <li>• State</li> <li>• Territorial</li> <li>• Local</li> </ul>
	2.3.6	The alerting system shall support a “Role” attribute	<p>The “Role” attribute indicates the targeted recipients’ role(s). “Role” is intended to describe the public health functions for which a person is responsible. Roles are enumerated in Appendix A of this document.</p>
	2.3.7	The alerting system shall support a “Sensitive” attribute	<p>The “Sensitive” attribute indicates whether an alert contains sensitive content. Standard allowed values for this attribute are:</p> <ul style="list-style-type: none"> <li>• Yes</li> <li>• No</li> </ul> <p>A alert may be deemed sensitive when:</p> <ul style="list-style-type: none"> <li>• the information is either classified or is private or confidential under law</li> <li>• unauthorized or inappropriate use of its content could it hamper an organization’s ability to operate or damage the organization’s reputation.</li> </ul>
	2.3.8	The alerting system shall support a “Status” attribute	<p>The “Status” attribute indicates whether an alert is related to an actual event or to a test scenario. Standard allowed values for this attribute are:</p> <ul style="list-style-type: none"> <li>• Actual</li> <li>• Exercise</li> <li>• Test</li> </ul>

Section	ID	Functionality	Explanation / Comments / Examples
	2.3.9	The alerting system shall support a “Message Type” attribute	The “Message Type” attribute indicates whether an alert is actually a follow-up to a previous alert. Standard allowed values for this attribute are: <ul style="list-style-type: none"> <li>• Alert</li> <li>• Update</li> <li>• Cancel</li> <li>• Error</li> </ul>
	2.3.10	The alerting system shall support an “Agency Identifier” attribute	The “Agency Identifier” attribute indicates the agency issuing the alert. For example, “Centers for Disease Control and Prevention (CDC)”.
	2.3.11	The alerting system shall support an “Alerting Program” attribute	The “Alerting Program” attribute indicates the source of the alert. For example, the Health Alert Network (HAN) or Epi-X.
	2.3.12	The alerting system shall support a “Send Time” attribute	The “Send Time” attribute indicates the date and time that the alert was initially sent.
	2.3.13	The alerting system shall support a “Recipients” attribute	The “Recipients” attribute indicates specific people targeted to receive the alert.
	2.3.14	The alerting system shall support a “Title” attribute	The “Title” attribute is used for a succinct label (i.e. title) to identify the topic of the alert.
	2.3.15	The alerting system shall support a “Message Text” attribute	The “Message Text” attribute is used for the actual text of the alert.
2.4 Recipient Addressing	2.4.1	Alerting systems shall be able both to “broadcast” alerts to all recipients and to direct alerts to specific target audiences.	Alerting systems shall be able to direct alerts to specific target audiences based on the nature of the event, the delivery time requirements, the type of response required, the jurisdictions affected, the severity of the event, and the sensitivity of the information.
	2.4.1.1	Alerts may be directed either to a list of specific people, or to a set of people described using some combination of values for Role, Jurisdiction, Jurisdictional Level, or to both.	

Section	ID	Functionality	Explanation / Comments / Examples
	2.4.2	Alerting systems shall be able to send alerts to key personnel that are critical to the jurisdiction’s emergency response plan on a 24/7/365 basis.	The identification of the “key personnel” is the responsibility of the jurisdiction.
2.5 Alerting Across Jurisdictions	2.5.1	Cross-Jurisdictional Alerting	
	2.5.1.1	PHIN partners may support reception of cross-jurisdictional alerts using one or more of the following methods: (a) allowing for direct alerting by other partners of certain people, organizations, and roles within their jurisdiction; (b) allowing direct alerting by other partners of a Cross-Jurisdiction Alert Coordinator for their jurisdiction, who is charged with distributing the alert appropriately within their jurisdiction; (c) supporting Cascade Alerting capability.	Cascade alerting (see 2.5.2) is the preferred method but is an optional capability for PHIN partners.
	2.5.1.2	Whenever alerts are sent to recipients in another jurisdiction, the Cross-Jurisdiction Alert Coordinator in the other jurisdiction shall be included as a recipient. Whenever alerts are sent to recipients in a child jurisdiction of another jurisdiction, the Cross-Jurisdiction Alert Coordinators in both the parent and the child jurisdiction shall be included as recipients.	<p>EXAMPLES</p> <ul style="list-style-type: none"> <li>• If an alert is sent to officials of a local health department in another state, then the Cross-Jurisdiction Alert Coordinators in both the local and the state health department must also receive the alert.</li> <li>• If a state health department sends an alert to emergency room clinicians and local law enforcement agencies within the jurisdiction of one of its local health departments, then the Cross-Jurisdiction Alert Coordinator for the local health department must also receive the alert.</li> </ul>
	2.5.1.2	Jurisdictions receiving an alert from another jurisdiction and distributing it within their own may not alter the content of an original alert, but may append new content to clarify jurisdictional action.	
	2.5.1.3	Receiving jurisdictions may delete contact information included in an original alert and substitute contact information relevant to the receiving jurisdiction.	
	2.5.1.4	When a received alert is altered, the editing jurisdiction’s unique agency identifier shall be appended to the original alert after the originator’s unique agency identifier.	

Section	ID	Functionality	Explanation / Comments / Examples
	2.5.1.5	Alerting systems shall have an audit trail capability that can capture such edits and alterations.	
	2.5.2	Cascade Alerting	Cascade alerting is an optional capability for PHIN partners. The functionality listed in this section apply to those partners that opt to implement cascade alerting capability, and only those partners:
	2.5.2.1	Cascade-capable alerting systems shall be able to identify which other organizations or jurisdictions can receive cascade alerts.	
	2.5.2.2	When sending a cross-jurisdictional alert to another jurisdiction or organization that is cascade-capable, the initiator shall use cascade alerting.	
	2.5.2.3	When sending a cross-jurisdictional alert to another jurisdiction or organization that is not cascade-capable, the initiator may (1) directly alert the Cross-Jurisdiction Alert Coordinator for the other jurisdiction and charge them with distributing the alert appropriately within their jurisdiction, or (2) directly alert the people, organizations, and roles in the other jurisdiction.	
	2.5.2.4	Cascade alerts shall conform to the PHIN Communications and Alerting Cascade Alert Message Specification.	<p>For more details about implementing the PHIN Communication and Alerting Cascade Alert Message, please reference PHIN Communication and Alerting Implementation Guide.</p> <p>For general details about PHIN messaging, refer to the PHIN Requirements for Composing Messages in the PHIN Requirements and Recommendations document.</p>
	2.5.2.5	Systems that can receive cascade alerts shall be able to parse, process and act upon the cascade alert parameters in accordance with PHIN Communication and Alerting Implementation Guide.	Jurisdictions receiving a cascade alert should process the received alert parameters and act on the directives contained within the alert to the best of their ability.

Section	ID	Functionality	Explanation / Comments / Examples
	2.5.2.6	Cascade alerts shall be transmitted via a secure transport protocol.	For details regarding secure transport refer to the PHIN Requirements for Sending and Receiving Messages in the PHIN Requirements and Recommendations document.
	2.5.2.7	Systems receiving a cascade alert shall transmit an acknowledgement to the initiating system upon receipt of the alert.	For details about the form of this acknowledgement, please reference PHIN Communication and Alerting Implementation Guide.
2.6 System Integration and Data Exchange	2.6.1	Directory Integration	
	2.6.1.1	Alerting systems shall integrate with a local instance of a public health directory	
	2.6.1.2	To support communication and alerting, the local instance of a public health directory shall contain contact information, roles, jurisdictions and communication devices for organizations and persons involved in public health.	
	2.6.1.3	Directories accessed by alerting systems shall provide specific attributes, or mapable equivalents, for persons who will be directly contacted.	These attributes are in accordance with the PHIN Directory Exchange Message Specification. For information refer to the PHIN Directory Exchange Message Specification document.
	2.6.1.4	If an organization's or jurisdiction's emergency response plan includes communication with front-line responders then the integrated directory shall encompass these groups.	Examples of front-line responders might include: clinical care personnel, emergency rooms, paramedics, fire departments, and law enforcement.
	2.6.1.5	Alerting systems shall be able to contact all device types listed in a recipient's directory profile.	
	2.6.1.6	Recipients who are required to receive alerts with a Delivery Time attribute value of "within 15 minutes", "within 60 minutes" or "within 24 hours" shall have communication devices registered in their directory profile that provide the ability to reach them on a 24/7/365 basis.	
	2.6.2	Data Exchange	



Section	ID	Functionality	Explanation / Comments / Examples
	2.6.2.1	The local instance of a public health directory shall map to the attributes identified in the PHIN Directory Exchange Message Protocol in order to support data exchange.	For additional information on the PHIN Directory Exchange Message Specification refer to the PHIN Directory Exchange Message Specification document.
	2.6.2.2	Organizations or jurisdictions shall securely exchange public health directory information with public health partners.	For additional information on the PHIN Directory Exchange Message Specification refer to the PHIN Directory Exchange Message Specification document.
2.7 Operations	2.7.1	Users of secure partner communications shall agree to the terms and conditions of use of that secure communications channel, receive regular security training, and may have their access revoked if they are found to have not met any of the requirements therein expressed.	
	2.7.2	Organizations shall test their communication methods to ensure they work properly for people that fill any of the roles named in Appendix A of this document or any other persons who will receive alerts with a Delivery Time attribute value of “within 15 minutes”, “within 1 hour” or “within 24 hours”.	
	2.7.3	People who occupy any of the roles named in Appendix A of this document or other persons who will receive alerts with a Delivery Time attribute value of “within 15 minutes”, “within 1 hour” or “within 24 hours” shall validate information in their communication profiles quarterly.	

## Appendices

### Appendix A – Public Health Roles

The tables in this appendix define the 35 public health roles that support PHIN communication and alerting. Table 1 includes roles that must be assigned within the jurisdictional levels indicated. Table 2 includes additional roles that a jurisdiction should assign.

**Table 1 - Required Public Health Roles**

#	PRIMARY ROLE	NATIONAL, STATE, TERRITORIAL	COUNTY	DEFINITION
1	Health Officer	X	X	Responsible for the direction and administration of the jurisdiction's Department of Health.
2	Terrorism Coordinator	X	X	Responsible for the administration of all Bioterrorism related activities within the jurisdiction.
3	Health Alert Network Coordinator	X	X	Responsible for the coordination, implementation, and maintenance of the public health alert and information network for the agency or jurisdiction.
4	Laboratory Director	X	X	Responsible for the coordination of the laboratory testing and reporting for the agency or jurisdiction.
5	Public Health Administrator	X	X	Responsible for the management of the jurisdiction's Department of Public Health.
6	Emergency Management Coordinator	X	X	Responsible for the coordination of emergency response activities. Coordinates response activities with other agencies and jurisdictions.
7	Chief Epidemiologist	X	X	Responsible for the coordination of the public health surveillance, investigation and response activities within the jurisdiction.
8	Public Information Officer	X	X	Responsible for the coordination of public information and emergency risk communications for the jurisdiction.
9	Communicable/ Infectious Disease Coordinator	X	X	Responsible for the coordination of all communicable and infectious disease surveillance and investigations and response within the jurisdiction.
10	Strategic National Stockpile Coordinator	X	X	Responsible for the coordination of the pharmaceutical stockpile planning for the agency or jurisdiction.

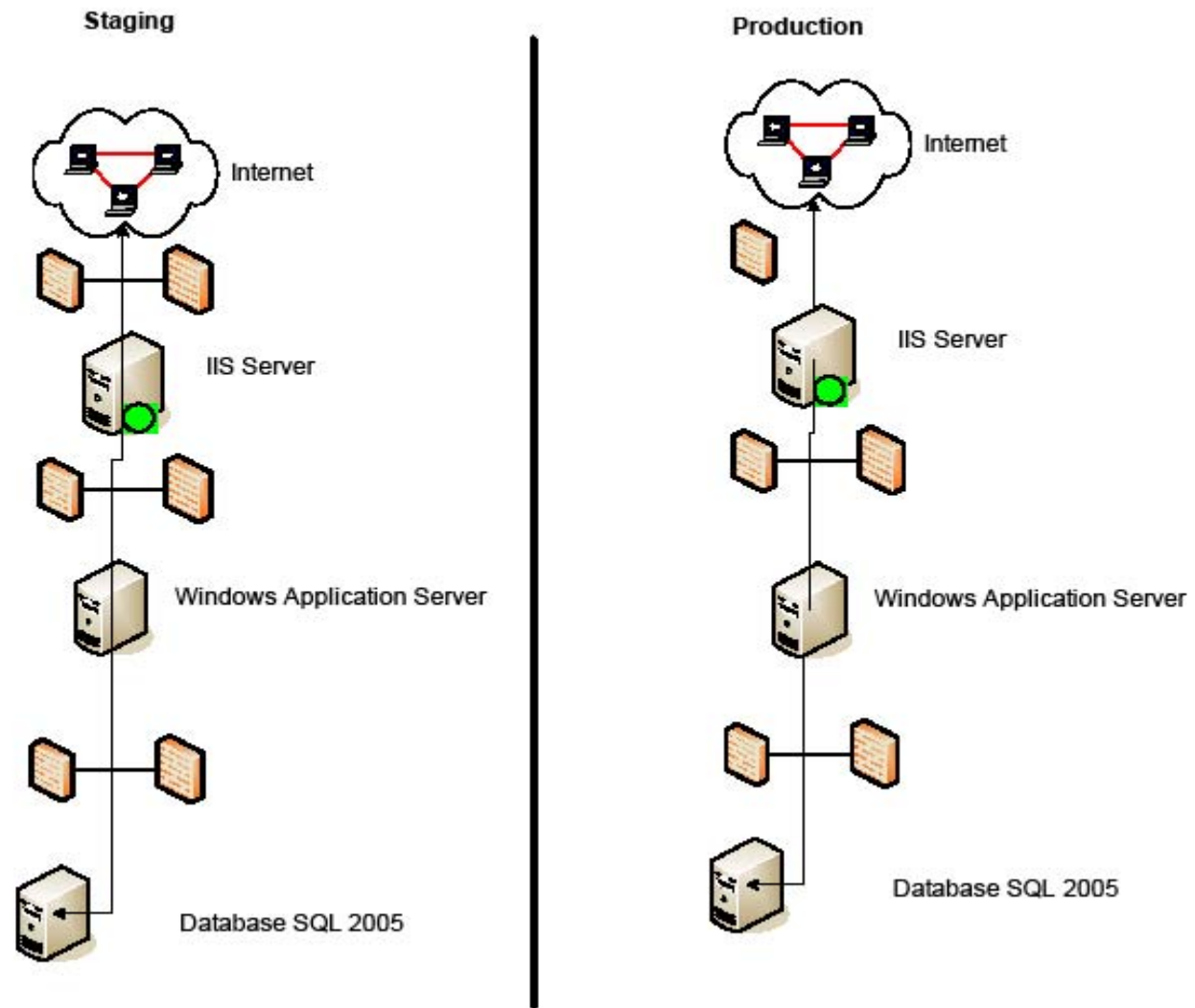
#	PRIMARY ROLE	NATIONAL, STATE, TERRITORIAL	COUNTY	DEFINITION
11	Environmental Health Director	X	X	Responsible for the coordination and direction of the jurisdiction's Environmental Health department.
12	Chief Veterinarian	X	X	Responsible for the coordination of animal disease outbreak response activities for the agency.
13	Behavioral Health Director	X	X	Responsible for the coordination of the mental health services within the agency or jurisdiction.
14	Emergency Medical Services Authority	X	X	Coordinates all medical response activities. Coordinates with other agencies and jurisdictions and respond to medical emergencies.
15	Public Health Nursing Director	X	X	Responsible for coordinating the jurisdiction's public health nursing activities.
16	Public Health Logistics Coordinator	X	X	Responsible for transportation, facility setup, personnel protective equipment, supplies and other logistical requirements in an emergency response situation.

**Table 2 - Optional Public Health Roles**

#	PRIMARY ROLE	NATIONAL, STATE, TERRITORIAL	COUNTY	DEFINITION
17	Immunization Director	X	X	Responsible for management of immunization services within the jurisdiction.
18	Emergency Training Coordinator	X	X	Responsible for the coordination of the WMD and other emergency training, education, and distance learning activities for the agency.
19	Quarantine Officer	X	X	Individual responsible for quarantine enactment and coordination at the local level to include international and travel issues for a region
20	Laboratory BT	X	X	Responsible for the administration of Bioterrorism laboratory testing within the jurisdiction.
21	Medical Director	X	X	Responsible for medical/health services in the jurisdiction
22	Medical Examiner/Coroner		X	Responsible for performing autopsies in the jurisdiction
23	Poison Control Center	X		Office responsible for handling poison injury calls in a region

#	PRIMARY ROLE	NATIONAL, STATE, TERRITORIAL	COUNTY	DEFINITION
24	Border Health Director	X		Responsible for cross-border health issues, coordination and communication
25	Microbiologist	X	X	A laboratorian that specializes in performing microbial testing for the jurisdiction.
26	Epidemiologist	X	X	Individual who performs analysis of communicable disease and/or BT information for their jurisdiction.
27	Technical Training Liaison	X	X	Coordinates training on the use of technical systems including those for IT//communication
28	Emergency Operations Center Coordinator	X	X	Responsible for managing the EOC and for brining together the Individuals who participate as a members of the Emergency Operations Center
29	Medical Society	X	X	Organization responsible for maintaining directory information and communications with the physician community
30	Infection Control Practitioner			Responsible for nosocomial and infectious disease in a hospital
31	Emergency Room Director			Responsible for managing the hospital emergency room
32	School District Nurse		X	Responsible for school health in a school district
33	FBI WMD/BT Agent	X		Responsible for FBI activities and response in a WMD/BT event
34	Public Health Investigator/Contact Tracer	X	X	Individual skilled at tracking down contacts to TB, HIV or STD cases
35	Animal Control Director		X	Responsible for animal bites and quarantine

DPH: Public Health Information Network System Overview





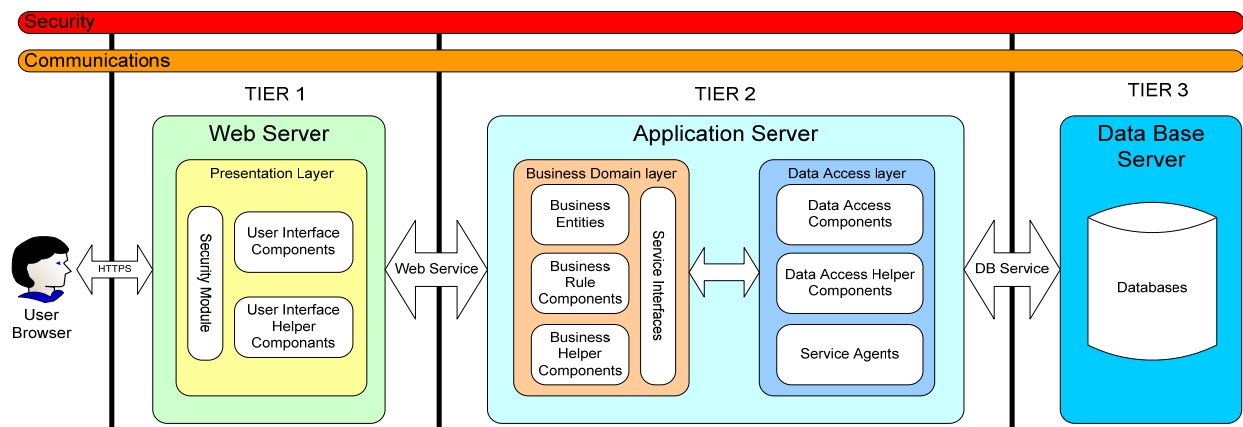
# State of Connecticut



## Department of Information Technology (DoIT)

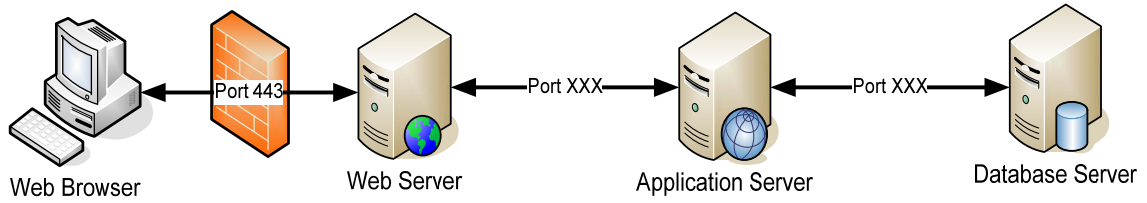
### Application Hosting .NET Architecture Standards

- Three Tier Logical and Physical Application Architecture will be used for Public Access Hosted Applications as depicted in the below –



- The User's Web Browser will only talk to the presentation layers on the Web Server and the Web Server is considered the 1<sup>st</sup> Tier in the State 3 Tier model.
- DoIT standards do not allow any direct presentation layer access to the database
- DoIT has two network models, one for Internal State use and one for External Public access use. Any application requiring user access from both internal and external users will be standardized on an external model.
- Secured Socket Layer (SSL) 128 bit encryption must be used for External or External/Internal combination applications. Best practice to use a certificate for the leading URL only.
- DELL Hardware / Microsoft Windows 2003 SP2 server systems. The server specifications are determined by the Distributive Server Systems team in coordinated with the application performance needs.

- DoIT supports MS .Net 2.0 Framework and above, All SQL databases must be SQL 2005. Stored procedures are allowed but restricted.
- Mirrored Staging and Production environments must be used for each applications, other environments such as Training can be added at the request of the customer
- DoIT adheres to server consolidation strategies by deploying virtualization with VMWare. Virtual and shared servers are standard for staging environments. Virtual and shared servers are available in production environments if the application load and performance meets certain specifications and cost is a primary option.
- Load Balancing will only be used for extremely high volume transaction applications only and the technology will be supplied by DoIT. High Availability architecture with Load Balancing systems will only be used for applications that require true 24X7 user access such as Public Safety systems
- The application connection traffic between all 3 servers and tiers must be port specific and be provided by DoIT or agreed to by DoIT.
- Application databases will be deployed on a Storage Area Network device, local disk is only used for base Operation System
- Crystal Reports software is the standard reporting software tool. Heavy reporting solutions must separate the transaction and reporting databases into two servers (Physical or Virtual depending on environment).
- Applications must use the DoIT centralized PayFlow server and software for online Credit Card processing. The DoIT development team will supply the application developer with the needed instructions on how to integrate to the PayFlow system.
- Applications will use the DoIT HTTP module for security.
- The DoIT application hosting team will deploy all software with hands-off guidance from the vendor application development deployment team. Deployment instructions must be supplied by the vendor 30 days prior to installation date.
- Vendors/Agency Staff will not have any direct unsupervised access to systems or software hosted at DoIT. All deployment work will be supervised and any changes to the application code will be deployed by DoIT hosting staff.
- Vendors/Agency Staff must supply ALL documentation with regards to software deployments, configuration and ongoing support (upgrades, patches, etc)
- Applications must have integration and data flow diagrams with regard to deploying a 3 tier physical application and they must be port specific, see below –



- Application tier connection traffic should be configurable at deployment in a configuration file. This should include database connection configurations.
- All application administration functions that need to be performed by a agency staff member must be done through a web browser or application thin client.
- Vendors/Agency Staff will be able to FTP all application code to and from DoIT secured areas for initial deployment and ongoing upgrades. Vendors will have the ability to deploy and test code in staging only.
- Vendors/Agency Staff will not have remote support access, all support work will be done by DoIT hosting staff with guidance from the vendor support team
- Stress and regression test scripts and software must be used to fully test the application after any new release or upgrade and before moving from staging to production. Testing parameters will be supplied through Internal State documents for Agency user requirements.
- Vendors/Agency Staff must adhere to DoIT ITIL based change control procedures and process
- DoIT deploys an ITIL Release Management process, all code must be tested in staging environment and UAT accepted before moving to production environments, see below

