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

RFP #09ITZ0009
Modernized e-File (MeF) Solution

May 1, 2009

AMENDMENT # 3
provides the following:

- Vendor Question and Answer document.

- Removes the following from the RFP: Attachment 13 – page 21 of 22; Item #13 (the item has been removed from the Attachment and the section has been re-numbered)

- Corrects typographical errors in the following sections of the RFP:
  1. Attachment 2, Section 3.1.6, page 6 should read "Include completed RFP Attachment 9 – Vendor Certifications."
  2. Attachment 2, Section 3.12, page 11 should read "Refer to RFP Attachment 6 – MeF Requirements Specifications, Section 6.2, Training."

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

_____

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

APPROVED:_____

JACQUELINE SHIRLEY
DIRECTOR
IT CONTRACTS AND PURCHASING DIVISION

Amendment #3
Vendor Questions and Answers
for RFP #09ITZ0009 Modernized e-File (MeF) Solution

1. **Q.** **Are back year forms to be included? If so, how many years?**
   A. The Department of Revenue Services (DRS) expects the system to support no fewer than 3 tax years. Given that the program initially supports tax year 2009, it would ultimately support filings for 2009, 2010 and 2011.

2. **Q.** **How many users need to be able to view the contents of an MeF submission (forms data and attachments)? Are these users expected to be able to view the contents of an MeF submission from an existing system? If so, please indicate the existing systems that the viewing capability is expected to be integrated with?**
   A. Several users, and no, DRS is not expecting integration of viewer with existing system.

3. **Q.** **Please clarify which system(s) the MeF solution is expected to interface with?**
   A. Interface to DRS accounting system and Direct Payment Warehouse (used to launch ACH transactions to banks). The interface solution involves a translation of MeF data into a small collection of files that will be used to update the accounting system and the Direct Payment warehouse. Data that is not used within the interfaces listed will remain available for use in viewing system, and may ultimately be updated to our data warehouse.

4. **Q.** **ESERV-R02 and ESERV-R03, given the references to ASP.NET 3.5 and that ASP.NET 3.5 requires Windows Server 2003 R2 or Windows Server 2008, please confirm that the use of Windows Server 2008 is acceptable.**
   A. The Department of Information Technology (DOIT) standard does not necessarily reflect industry standards. Vendors are asked to provide exception justification where appropriate.

5. **Q.** **Requirement EDATA-R01, is there an existing enterprise wide database that the MeF solution will leverage?**
   A. No

6. **Q.** **Requirement EDIR-R02, the RFP references, Microsoft Active Directory, a single sign-on solution utilizing Novell E-Directory, ID, Mgr, Access Mgr services and the DOIT HTTP security model. Please clarify the requirement for user authentication.**
   A. DRS will use MS Active Directory to authenticate users.

7. **Q.** **If there is an expectation that the application will integrate with the DOIT HTTP security model, can a document be provided that describes the DOIT HTTP security model?**
   A. The DOIT HTTP security model is not a requirement for this RFP. The information was inadvertently included in Attachment 13 – Enterprise-wide Technical Architecture. The item has been removed from the document.

8. Q. Requirement EINTR-R06, given references in the document to C# & VB.NET and .Net 2.0 Framework & ASP.NET 3.5 please confirm that C# 2008 and ASP.NET/.Net framework 3.5 are both acceptable.

A. VB is the preferred solution, though solutions incorporating C# will be considered. dotNet framework 3.5 is preferred and asp.net 3.5 is preferred. These standards should replace the information presented in Table 10 (.Net Architecture) of Attachment 13. Vendors must provide exception justification in their response.

9. Q. Requirement PERF-R01, which function(s) require the ability to support a large number of users?

A. The intent in this section is to describe incoming transactions, rather than users, and concurrent may be translated to mean consecutive. A single transaction may include a 500 Mb file for example, which describes a single user. Another example involves thousands of individual transactions, either bundled in a single transmission, or picked up as thousands of separate transmissions, which may occur across multiple transmission sessions. The solution must be able to support this possibility as well.

9a. Q. What is the approximate number of users?

A. Assuming that the user in this case reflects the taxpayer, or the transmitter that represents the taxpayer, this number has peaked at 50,000 per day in the existing process.

10. Q. Regarding Appendix K and the table, "Maximum Concurrent Users" and which capability are the "Maximum Concurrent Users" associated with?

A. The concurrency reflects consecutive incoming transactions conducted across multiple sessions.

11. Q. Are the maximum users cumulative or across all tax types (i.e. 1500 vs. 750)?

A. Transmissions are cumulative across all tax types, although peak periods fall during different times of the year, so the real maximum will never reflect the sum of the maximums for each tax type.

12. Q. To provide a solution with redundancy, a shared file system would be required. Will the State provide share file resources?

A. The State will provide the required resources.

13. Q. Regarding, "B.1 Architecture Diagrams Platform and Server Diagram", which steps is the MeF solution expected to include?

A. CTDRS eFile Server, CTDRS eFile Application (Steps 1-7), CTDRS Interface (interface file creation), Also please recognize that some of the steps have been labeled as optional.

14. Q. Is the CTDRS Interface server operational today?

A. Processes in place today write data to interface files, which are used to update accounting system and DirectPay warehouse.

15. Q. Is the MeF solution expected to include the XML to "Input.txt file" creation/mapping? If so, please clarify the implication that an interface is required that creates a flat file with the requirement EDIR-RO3?

A. This should be reflected as a separately priced solution; See Section 6, System Requirements section 4.2 as well as other references.

16. Q. In section 4.4.3 of the RFP (Customization and Configuration of Customer Software), does the term "Customer Software" refer to CT DRS existing application software (a.k.a., Legacy applications), or Vendor-developed applications for CT DRS? Please clarify.

A. Vendor-developed software

17. Q. The RFP requires that vendor proprietary content be provided in a separate, sealed envelope, along with rationale and justification for it being treated as confidential and proprietary. This is acceptable, however can it be assumed that proprietary and confidential content may <u>in addition</u> be included in the body of the RFP response, so as to present the information in context and with continuity among related content. This is provided that each specific instance of proprietary and confidential material be marked as such in the RFP response, and will be treated as such by CT DRS. Please confirm.

A. All information in a submitted response that is marked proprietary and confidential will be treated as such.

18. Q. Is it the States' intention to procure, for the MeF solution, a COTS product rather than a custom built solution? If so, is a COTS solution a preference or a requirement.

A. The State recognizes that some vendors are prepared to offer COTS product, and that others are not. The State is not biased toward either solution.

19. Q. There are two sections in which References are required, Section 3.3, *Company Overview*, ("References" are on line 20) and Section 3.6, *Vendor Customer References*. Please confirm that the State requires the same set of references, with the same information, in both I.A.3 and I.A.6 of the proposal.

A. Correct

20. Q. The *Vendor Response – Table of Contents* in section 1.1 of Attachment 2 does not specifically state where the signed "Vendor Acknowledgement" Amendment forms are to be located. We recommend placing the signed amendment forms immediately following: *I.A.1.6 Vendor Certifications*. If this is acceptable, a new section, *I.A.1.7 Vendor Acknowledgement of Amendments*, would be inserted. Please confirm that this is acceptable, or provide direction on where the State would prefer the forms to be located.

A. That is acceptable.

21. Q. The State's proposed Information Processing Systems Contract does not include a clause limiting contractor liability. It is standard industry practice for information technology contractors and consultants to limit their liability under services contracts to a pre-established amount of direct damages. Would the state be amenable to a limitation of liability clause in its contract with the selected contractor? If so, would the state be amenable to having the limitation of liability apply to the contractor's indemnification obligations?

A. The successful vendor will win the right to negotiate a contract with the State of Connecticut. That type of issue would be addressed in the contract negotiation.

22. Q. There seems to be a discrepancy between Attachment 6, Section 4.0, p. 3 where the RFP states "50,000 personal income tax returns a day during peak filing season" and Attachment 14, Section K, p. 16 where the RFP states 100,000 personal income tax filing as the maximum number of daily transactions (worst case). Is it the State's intention for the proposed solution to meet the higher volume requirement within Attachment 14?

A. Attachment 6, Section 4.0, p. 3 is descriptive of current peak. Attachment 14, Section K, p. 16 recognizes the possibility of an increase.

23. Q. There seems to be a discrepancy in Attachment 2, Section 3.1.6, p. 6 where the RFP states "Include completed RFP Attachment 10 - Vendor Certifications." Is it the state's intention for the RFP to state "Include completed RFP Attachment 9 - Vendor Certifications"?

A. That is a typographical error - the Vendor Certifications are included in Attachment 9. The RFP document has been corrected in that area and is attached to this Amendment.

24. Q. There seems to be a discrepancy in Attachment 2, Section 3.12, p. 11 where the RFP states "Refer to RFP Attachment 6 – MeF Requirements Specification, Section 8, Training Requirements." Is it the state's intention for the RFP to state "Refer to RFP Attachment 6 – MeF Requirements Specification, Section 6.2, Training"?

A. That is a typographical error - Section 6.2 is correct. The RFP document has been corrected in that area and is attached to this Amendment.

25. Q. Attachment 13, Section 2.4, Item 12, p. 4 states "All critical applications will be designed with Disaster Recovery and Business Continuity in mind." Attachment 14, Section F, Requirement HOST-2, p.10 states "System must be capable of a complete daily system backup to tape media stored offsite." and contains the comment "What are the disaster recovery requirements for this application or system (backup schedule, MTR, RP, etc.)" Is it the State's intention that Requirement HOST-2 meets the state's disaster recovery and business continuity requirement outlined within Attachment 13, Section 2.4, Item 12? And therefore, it is not the State's intention to solicit responses for the implementation of a separate, offsite disaster recovery production platform?

A. The State is asking vendors to describe their implementation of the HOST-2 requirement. The State is not looking for a separate production platform.

26. Q. Will the State please provide Word and/or Excel versions of the RFP documentation?

A. The State will provide Attachment 3 – Vendor Proposal Cost Worksheets in Word format. This Word document can be accessed on the IT Contracts and Purchasing homepage of DOIT's Web site: **http://www.ct.gov/doit/cwp/view.asp?a=1306&Q=254998&doitNav=|**

27. Q. Can the State disclose the budget for this project?

A. The State does not disclose project budget information during the procurement process.

28. Q. Can the State list the software vendors with which it has purchasing agreements, such as Microsoft, Oracle, IBM, etc.?

A. The State has contracts with various software vendors and does not feel that providing that list is germane to a vendor's response to this RFP.

29. Q. Will the State please explain why the system requirements for 4.1 (gateway) and 4.2 (submissions and acknowledgements) are required to be priced separately? They seem to be mandatory for this project, and it's difficult to see how one would be implemented separately from the other.

A. Unless the vendor is responsible for producing the (optional) backend option of the system, acknowledgments are likely to be produced by existing backend programs.

30. Q. What is the current method for DRS to receive information from the IRS? What are the plans for transitioning to the new system?

A. The existing process is run using the FedState eFile model, and will run parallel with the new application.

31. Q. The RFP lists ability to use the solution for another application as an important requirement. Can the State confirm that it is not looking for a system that only handles MeF? Can the State give an example of a future use for the system built for this project?

A. The State currently receives a number of tax return/payment transactions that are not included within the MeF solution. In the event that the State wishes to leverage the money expended for this project to handle other transmissions using web services, vendors are being asked to provide a description that indicates support for possible expansion.

32. Q. Has DOIT, CPD, or DRS reviewed any products prior to issuing this RFP? If so, which products were reviewed?

A. Oracle and IBM solutions

33. Q. Is there an incumbent vendor that built the current integration with the IRS?

A. No.

34. Q. Did any vendor assist in the writing of this RFP? If so, is that vendor eligible to respond?

A. No vendor assisted DOIT/DRS in the authoring of this RFP.

35. Q. Does the State wish to procure hardware and software licenses through this RFP or will those be procured separately?

A. Software licenses will be procured through this RFP.

36. Q. Is it desired to utilize existing user accounts and groups from an LDAP store (Active Directory, Novell eDirectory, etc) in this system? If so, what LDAP directory is in use?

A. DRS currently uses Active Directory, but will likely create new accounts/groups.

37. Q. How important is it that the solution be based on either .NET or Websphere? These are stated as preferences in the RFP. If not using .NET or Websphere, will a solution be scored poorly despite the fact that it is based on industry standards such as J2EE, SOAP, XML, XSL etc?

A. Vendors are asked to provide the best solution that they can based on the stated requirements. The State has indicated it's preference, but will entertain all solutions. In the event that DOIT

standards are not followed, vendors are required to provide an "exception" justification.

38. Q. The RFP materials state Solaris, AIX, Windows 2003, and RedHat Enterprise Linux as enterprise standards. Yet the Technical Requirements Document requires Windows Server 2003 SP1. Is the solution required to run on Window Server 2003?

A. No.

39. Q. For a solution depending on an Oracle database, does the State have Oracle database servers and licenses available for this project, or should the vendor propose new hardware and software licenses for Oracle databases to support the system?

A. Vendor should propose appropriate licenses, per server, that are part of the overall solution being proposed.

40. Q. If a solution depends on Websphere, can the proposer assume the State has Websphere application servers and licenses available for this project, or should the vendor propose new hardware and software licenses for Websphere to support the system.

A. Vendor should propose new licenses.

41. Q. In the RFP, there are very few details about the optional components (i.e., viewing system, back end system, and building state schema). Will the State please provide functional and technical specifications for these modules, so vendors can provide a fixed price estimate.

A. The viewing system should provide three basic functions. The first facilitates the search for a given taxpayer document. An SSN or Taxpayer Name lookup screen with options for tax year range is one example. The second function provides a list of the related documents, which might include XML instance documents, PDF files (if supported by the MeF program), and other attachments. And the third function provides a view of the data itself. PDF files and other attachments such as EXCEL spreadsheets do not require a separate viewing program, but selection of these files should permit execution of the relevant program (such as MS EXCEL or Acrobat Reader), which are typically part of an employees suite of applications. Applications such as Internet Explorer permit a view of the XML data, but do not organize the data in the most effective way. Stylesheets that organize the data in a way that reflects a paper tax return provide a stronger solution.

The backend system essentially translates incoming data for use by an application to apply business rules and to create interface files to our accounting system, and our DirectPayment warehouse. Schema Building: Look to **http://www.statemef.com/,** Sample State Individual Schema for a representative set of schemas. Connecticut DRS will use schemas that support CT-1040 and CT-1040NRPY filings and payments.

The site also provides representative schemas for Corporate business filings. DRS expects to support CT-1120, and CT-1065/CT-1120SI filings. For potential tags to support filings, please visit **http://www.ct.gov/drs/site/default.asp**.

42. Q. IRS Pub 1075 states that the encryption used must be FIPS 140-2 compliant. Does the State already have a solution for FIPS 140-2 compliant SSL to transmit and receive data from the IRS via HTTPS, or should this be included in the proposal?

A. Please include in proposal.

43. Q. Does the State require that FTI (as defined by IRS Pub 1075) be encrypted while stored to disk for this system? For example should the underlying database support encryption?

A. Yes.

44. Q. Will the State please provide the format of the text file shown in step 5 on page 7 of the Technical Requirements Document?

A. The FedState format is currently delivered to the backend product, and transformed into the appropriate interface file to be picked up by the legacy program in order to update the accounting system and the DirectPayment warehouse. Depending on whether the vendor proposes a separate backend solution may determine the response to this question. One solution is to parse the XML files and create files that are identical in structure to the existing FedState layout; these files would then be read by our existing backend program, which would require no modification. Another solution, in which the vendor provides the backend program, may or may not require a reformatted xml record (i.e., eliminate step 5), but would then write directly to a separate interface file, with its own structure.

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

RFP #09ITZ0009
Modernized e-File (MeF) Solution

April 15, 2009

AMENDMENT # 2
provides the following:

- Adds the Requirements for Safeguarding Confidential Taxpayer Information that must be followed by Contractors.

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

_____

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

APPROVED:_____

JACQUELINE SHIRLEY
DIRECTOR
IT CONTRACTS AND PURCHASING DIVISION

Department of Revenue Services

Requirements for Safeguarding Confidential Taxpayer Information

Table of Contents

- Policy for Access to and Safeguarding of DRS Confidential or Restricted Data by Contractors
- Additional Contractor Requirements
- Disclosure and Inspection Rules and Procedures for State and Federal Tax Return Information
- Security and Confidentiality Questionnaire
- Internal Revenue Service Exhibit 7
- Viewing of Contractors Safeguards Video Memorandum
- Acknowledgement Form

- ***Policy for Access to and Safeguarding of DRS Confidential or Restricted Data by Contractors***

Policy Number: P-4001
Version: 1.0
Date Issued (revised): December 20, 2007
Date Effective: immediately

Purpose

This Policy outlines the confidentiality and security requirements for Contractors of the State of Connecticut or an agency thereof that, as part of their contractual relationship, are authorized to access and view DRS confidential or restricted data.

Scope

This policy covers all DRS contractors, who as part of their contractual relationship, are authorized to have access to DRS confidential or restricted data or DRS technology systems.

Should a conflict exist between this policy and a State-wide policy, the more restrictive policy would take precedence.

Authority

The Policy Compliance Officer is responsible for developing, implementing and enforcing policies that regulate the storage, access to, and use of confidential and restricted data.

Policy Statements

1. Before accessing, in any manner, any DRS confidential or restricted data, each contractor will confirm that it has reviewed, read and understands the DRS/IRS confidentiality requirements material. The Contractor will be provided with a copy of the Contractor Safeguards Program. Each of the Contractor's employees who may come in contact with DRS confidential or restricted data must confirm that he or she has viewed and understands the confidentiality requirements.

2. Except as provided herein, contractors who are working on site at a DRS location, will be required to utilize only DRS supplied equipment to connect to DRS technology systems. If DRS determines that access to its technology systems is necessary to fulfill the contractor's obligations under the contract and

the contract provides for such access, the Policy Compliance Officer, in consultation with the Information Services Division (ISD) Director, shall determine in what manner and under what conditions will such access be provided. The Policy Compliance Officer will also determine what, if any, non-DRS equipment will be allowed to access or store DRS confidential or restricted data. The Contractor will provide the designated equipment for inspection before connection to the DRS technology systems. Additionally, such equipment will be subject to additional inspections as deemed necessary by the Policy Compliance Officer. The following conditions must be met in order for Contractor's equipment to be allowed access to the DRS technology systems:

a. Contractor's computer equipment must be virus free and loaded with the most current version of anti-virus software
b. Contractor will sign the DRS Acceptable Use statement
c. Contractor will agree to install software and configure software and hardware on its equipment as is required by the Policy Compliance Officer.
d. Contractor will agree to restrictions on the removal of its equipment from DRS premises as determined by the Policy Compliance Officer.
e. Contractor will agree to requirements for locking and/or securing of its equipment as determined by the Policy Compliance Officer.

3. For contractors whose contract provides for remote access to the DRS technology systems, the DRS Policy Compliance Officer, in consultation with the ISD Director, shall determine in what manner and under what conditions such access will be allowed. The Policy Compliance Officer will determine what equipment of the Contractor will be allowed to access or store DRS confidential or restricted data. Such equipment will be made available for inspection by the Policy Compliance Officer prior to connection to the DRS technology systems and will be subject to additional inspections as deemed necessary by the Policy Compliance Office. The following conditions must be met in order for Contractor's equipment to be allowed access to the DRS technology systems:

   a. Contractor's computer equipment must be virus free and loaded with the most current version of anti-virus software
   b. Contractor will sign the DRS Acceptable Use statement
   c. Contractor will agree to install software and configure software and hardware on its equipment as is required by the Policy Compliance Officer.
   d. Contractor will agree to requirements for locking and/or securing of its equipment as determined by the Policy Compliance Officer.

4. On DRS supplied equipment, the DRS may install software that will be required to remain on such equipment until the project has been completed and a final inspection of such equipment has been conducted.

5. DRS may disable all USB ports, storage saving and transfer devices from the DRS supplied equipment provided to Contractor. Should there be a need to transfer information the Contractor shall follow procedures established by the Policy Compliance Officer.

6. The use of Flash Drives and other media used by Contractors to store or transfer DRS confidential or restricted data is prohibited.

7. All requirements pertaining to the access of DRS confidential or restricted data, including, but not limited to, the method and location of storage, safeguarding and destruction will be determined solely by the Policy Compliance Officer.

8. Contractors will provide DRS with their policies regarding:

    a. Replacing/recycling personal computers
    b. Restrictions or prohibitions on the storing or transfer of client information
    c. Employee termination procedures (including exit checklists)
    d. Procedures for violation of Contractor's policies
    e. Process used to conduct any required background checks.

When applicable, the Contractor, or individual employees thereof, will provide the Compliance Officer with a written inventory of all DRS confidential or restricted information currently in its possession. The Contractor, or its individual employees, will be required to sign the inventory document attesting to its accuracy.

9. Lost or stolen keys, fobs , access codes, badges or any other item that are used in connection with any DRS assignment will be immediately reported using the protocol provided .

10. For Contractors who are working on site at a DRS location, the Contractor will inform the Policy Compliance Officer at least 5 business days prior to a Contractor's employee leaving the DRS assignment. In no case shall such employee leave DRS without the Contractor's equipment being inspected as determined by the Policy Compliance Officer. Once the review has been completed, such employee will not be allowed to connect to any DRS technology systems or store any DRS confidential or restricted data on the previously inspected equipment.

11. Any Contractor who has access to or is in possession of DRS confidential or restricted data must comply with all provisions of the State of Connecticut Security for Mobile Computing and Storage Devices Policy.

12. DRS reserves the right to inspect any of the Contractors' facilities used at anytime throughout the contract period.

13. Prior to working on site at a DRS location, a Contractor must disable all wireless internet and communication capabilities on its equipment.. Additionally, throughout the period of its contract, the Contractor must be prepared to demonstrate to the Policy Compliance Officer that such capabilities remain disabled.

Definitions

Contractor

Any individual or company that enters into any agreement either with the State of Connecticut or an Agency thereof to perform services. This includes all of the employees of this individual or company and any subcontractors that they may contract with.

Contractor's Equipment

Any equipment that the contractor uses in connection with the performance of the contract.

Contractor Safeguard Program

A program that will guide and assist contractors in meeting their responsibilities to safeguard and protect DRS confidential and restricted information.

DRS Confidential or Restricted Data

Includes but is not limited to tax returns or tax return information that can be associated with a taxpayer either directly or indirectly, information on internal applications, processes and policies that are not public knowledge.

DRS/IRS Confidentiality Training Material

Shall include any material supplied to the contractor to guide them in the safeguarding of confidential taxpayer information.

DRS Location

Any facility or portion there of, under the direct control of DRS, in which an agency function is performed. In certain cases, this definition can also include other State

agencies and other DRS contracted vendors who, under the control of DRS, supply necessary support services.

DRS Supplied Equipment

Any equipment supplied by the State of Connecticut or any Agency thereof to any contractor performing services to DRS

DRS Technology Systems

Shall include computer hardware, software, firmware applications, information and communications pertaining to any State of Connecticut or an Agency thereof computer system or network.

Policy Compliance Officer

The DRS employee designated by the Commissioner to act as the single point of contact between DOIT and DRS for issues that relate to the State of Connecticut's policy on Security for Mobile Computing and Storage Devices.

Additional Contractor Requirements

SAFEGUARDING INFORMATION

The contractor must provide a detailed document outlining contractors process and quality control measures that are in place prior to the start of this contract and maintained throughout the contract. This plan must be approved by DRS and maintained by the vendor, any changes must also be approved in writing by DRS before implementation.

The contractor will pay for losses that are sustained as a result of acts committed by the contractor, the contractors' staff or its subcontractors. The contractor will pay for losses resulting from dishonesty acts committed by the contractor, the contractors' staff or its subcontractors. It is the contractors' responsibility to safeguard DRS information while it is in the contractors' possession. If there is a security breach that affects DRS information while that information is in the possession of the contractor, the contractor will pay for all costs incurred with that security breach. This will include but not be limited to credit protection for all affected taxpayers for a minimum of 2 years and all expenses incurred by the State of Connecticut in connection with the security breach. It is the contractor's responsibility to immediately notify the Department of Information Technology @ (860) 622-2300, the Department of Revenue Services @ (860) 297-4900 and James Norton (860) 297-5608 as soon as a loss or breach of DRS information is suspected.

All vendor and subcontractor employees, on-site or off-site, who perform functions that put them in contact with State of Connecticut tax returns or tax return information, must sign a Department of Revenue Services confidentiality statement. In addition, a background check must be performed on anyone who has access to the tax returns or tax return information. The background checks are the responsibility of the vendor and the subcontractor including all costs associated there with. If the vendor's process is determined by DRS to be sufficient to protect the identity and confidentiality of the taxpayer the vendor may request that some of the background check requirements be waived. This must be approved in writing by DRS. DRS has the right to inspect the personnel files and any aspect of the background check. Not withstanding the aforementioned provisions of this paragraph, any vendor, subcontractor or employee of the vendor or subcontractor who has been convicted of a tax crime, embezzlement, forgery or other financial crimes or offences that pertain to or involve a fiduciary trust or responsibility is prohibited or ineligible from working with any part of this contract.

The vendor will comply with the "*Policy for Access to and Safeguarding of DRS Confidential or Restricted Data by Contractors*" published by the DRS and DRS Policy Compliance Officer.

If determined necessary by the Policy Compliance Officer the vendor will submit a completed monthly “Security Measures Checklist” to the DRS Policy Compliance Officer. The checklist will be developed by DRS once the company’s facility is inspected and process for completing the contract is approved.

All Department of Revenue Services information must be expunged at the end of the contract. Department of Revenue Services information shall not be commingled with any other information.

INSPECTION/PERFORMANCE:

The Department requires that all materials in the possession of the vendor be maintained in a secure manner that is approved by the Department of Revenue Services.

The State reserves the right to inspect the facility of the vendor and/or subcontractor(s) approved by DRS before an award is made and anytime during the contract period. The vendor must have appropriate equipment and personnel to meet the contract requirements. If it is found that the vendor is not qualified to perform the work as specified, the State has the right to seek reimbursement from the vendor for the inspection. This includes ALL costs, such as airfare, car rental, hotel, meals and the salary of the individuals(s) performing the site inspection. The right is also reserved to inspect work in progress at any time. Part of the inspection will require the vendor to show its ability to maintain security of all materials in a manner satisfactory to the Department of Revenue Services.

The vendor and any subcontractor(s) approved by DRS must have working fire suppressant and security systems on-site, which must meet the approval of the Agency at the time of the initial inspection, and be maintained throughout the contract period. The vendor must submit proof, such as inspection certificates, in regards to working fire and security systems.

SUBCONTRACT:

While subcontracting may be permitted, it is understood and agreed that the vendor shall not assign, transfer, convey, sublet or otherwise dispose of their contract or their right of title, or portion thereof, to any person, firm or corporation without previous written consent of the
Connecticut Department of Revenue Services and the Connecticut Department of Administrative Services
Failure to do so is cause for cancellation of the contract.

DEPARTMENT OF REVENUE SERVICES
Internal Audit Division
MEMORANDUM

DATE: April 29, 2008

TO: All DRS Contractors & Subcontractors

FROM: James E. Norton **TELEPHONE:** (860) 297-5608
Policy Compliance Officer

SUBJECT: Disclosure and inspection rules and procedures for state and federal tax return information

As Contractors or Subcontractors of the Department of Revenue Services, you may come in contact with information that is among the most sensitive in government. Therefore, it is critical that you maintain the confidentiality of tax return and tax return information, as well as confidential information received from other state and federal agencies you may come in contact with. The purpose of this memorandum is to remind you of the need for strict adherence to the following guidelines. Failure to comply with the confidentiality standards discussed below will result in actions by the Department of Revenue Services. Should the particular facts and circumstances warrant it, a violation may result in termination of the contract, potential criminal prosecution and civil monetary damages.

- Confidential tax information that you access must relate directly to your individual responsibilities as a Contractor or Subcontractor.

- Confidential information should never be in open view when you are transporting confidential documents and records outside of your work area.

- Confidential tax information may be discussed only with authorized individuals and shared with employees who have a specific business need for such information.

- All confidential tax information must be properly shredded, paper documents must be shredded to 5/16 – inch strips or cross shredded inserted in a perpendicular direction. Microfilm and Microfiche must be shredded to 1/35 –inch by 3/8 inch strips. After shredding has occurred it may be used for pulp and recycled.

- Confidential taxpayer information must not be stored on a mobile computing device or mobile storage device. The term "mobile computing device" refers to portable or mobile computing and telecommunications devices that can execute programs. This definition includes, but is not limited to notebooks, palmtops, BlackBerry devices, PDAs, IPods and cell phones with internet browsing capability. The term "mobile storage devices" includes but is not limited to, mobile computing devices, diskettes, magnetic tapes, external/removable hard drives, flash cards (e.g., SD, Compact Flash), thumb drives (USB keys), jump drives, compact disks, digital video disks, etc.

- "Inspection" (e.g. "browsing") or "Disclosure" of tax returns and tax return information by Contractors or Subcontractors of any Connecticut or federal agency, including former Contractors or Subcontractors who has or had access to returns or return information or any current for former officer or employee of any contractor or subcontractor, whether the contractor or subcontractor was involved in the processing, storage, transmission, or reproduction of returns or return information, the programming, maintenance, repair, testing, or procurement of equipment, or the providing of any other service to DRS is subject to the penalties stated in Conn. Gen Stat. §12-15.

- If you access an account belonging to a person that is known to you while performing a business-related function, during the course of your regularly assigned job duties, provide immediate notification of the review to your supervisor.

In addition to complying with the general guidelines above, you are required to understand and adhere to the federal and state laws relative to the confidentiality of tax information listed below.

Penalties for Unlawful Disclosure or Inspection of State and Federal Tax Return Information

1. State Penalties

C.G.S. §12-15

(f) Returns and return information shall, without written request, be open to inspection by or disclosure to: (1) Officers and employees of the Department of Revenue Services whose official duties require such inspection or disclosure for tax administration purposes; (2) officers or employees of an agency or office in accordance with subdivision (1) or (13) of subsection (b) of this section whose official duties require such inspection; and (3) officers or employees of any person in accordance with subdivision (12) of subsection (b) of this section, whose duties require such inspection or disclosure.

(g) Any person who violates any provision of this section shall be fined not more than one thousand dollars or imprisoned not more than one year, or both.

2. Federal Penalties

In 1997, the U.S. Congress passed and the President signed into law H.R. 1226 known as the "Taxpayer Browsing Protection Act." The major impact of this bill was to include "inspection," i.e., "browsing," as subject to the kind of penalties that previously applied only to "disclosure." Within this bill inspection is defined as, "any examination of a return or return information." The second impact of this Bill is that a taxpayer shall be notified of any unauthorized disclosure or inspection of their return. Anyone making an unlawful disclosure or inspection of federal tax return information could be subject to the following penalties:

I. R. C. § 6103: Prohibits unauthorized disclosure of federal tax returns or return information by employees and former employees of state and IV-D agencies.

I. R. C. § 7213: Makes any unauthorized disclosure of federal tax returns or return information a felony punishable by a fine of up to $5,000 and/or imprisonment for not more than five years, together with the costs of prosecution.

I. R. C. § 7213A: Prohibits the unauthorized willful inspection ("browsing") of federal tax returns or return information and makes such inspection punishable by a fine of up to $1,000 and/or imprisonment for not more than one year, together with the costs of prosecution.

I. R. C. § 7431: Permits a taxpayer to bring a civil action for damages in a federal district court. Damages that can be brought would be the greater of $1,000 for each unauthorized disclosure or inspection or the actual damages sustained by the taxpayer, plus punitive damages.

Information obtained from other State Agencies

Any and all information received from other state agencies is regarded as Confidential Information and may not be redisclosed.

If you should have any questions regarding the use, disclosure, or inspection of the tax information, I can be reached at (860) 297-5608 or by email @ james.norton@po.state.ct.us .

You should retain a copy of this memorandum either in electric or paper format for future reference. Attached is a form for you to sign as an acknowledgment that you have received, read and understand the standards governing the access to, and disclosure of, confidential information.

If you are aware of any potential violations of the confidentiality statutes or the Department's policy governing unauthorized access, please refer this information immediately to the Department of Revenue Services Policy Compliance Officer listed above.

Security and Confidentiality Questionnaire

1. Please describe your process for receiving, storing and transmitting DRS tax return information.

2. What security measures are in place to safeguard DRS information when it is being worked on?

3. What security measures are in place to safeguard the DRS tax information when it is not being worked on?

4. What security measures are in place to secure DRS tax return information when in transit (being transmitted)?

5. If any of DRS information is not being processed at your facility what safeguard and security measures are in place to ensure that the information is properly safeguarded?

6. Please describe your current and planned security features. This includes but is not limited to alarm systems, monitoring systems, fire systems, background checks, security guards, key locks and card swipes.

7. Please describe your hiring practices, if background checks are performed are they at the state or national level. What would preclude an applicant from being hired?

8. Please explain how you are going to keep DRS information separate from other clients that you perform services for.

9. How will you delete/erase/wipe DRS files from you systems at the end of the contract?

10. Please document your policies for the destruction/replacement of the following:

- Computer Servers
- Mobile storage devices (PC's, USB's, Blackberry's …..)
- Back up devices
- Confidential documents
- Paper
- Microfiche/CD's

11. What are you backup procedures? How often is the information backed up? Where is the information stored? How often is it recycled?

Please indicate that you will contact James Norton & Don Knybel within 24 hours should any of these change at anytime through out the contract.

INTERNAL REVENUE SERVICE

EXHIBIT 7
CONTRACT LANGUAGE FOR GENERAL SERVICES
I. PERFORMANCE

In performance of this contract, the contractor agrees to comply with and assume responsibility for compliance by his or her employees with the following requirements:
(1) All work will be done under the supervision of the contractor or the contractor's employees.
(2) Any return or return information made available in any format shall be used only for the purpose of carrying out the provisions of this contract. Information contained in such material will be treated as confidential and will not be divulged or made known in any manner to any person except as may be necessary in the performance of this contract. Disclosure to anyone other than an officer or employee of the contractor will be prohibited.
(3) All returns and return information will be accounted for upon receipt and properly stored before, during, and after processing. In addition, all related output will be given the same level of protection as required for the source material.
(4) The contractor certifies that the data processed during the performance of this contract will be completely purged from all data storage components of his or her computer facility, and no output will be retained by the contractor at the time the work is completed. If immediate purging of all data storage components is not possible, the contractor certifies that any IRS data remaining in any storage component will be safeguarded to prevent unauthorized disclosures.
(5) Any spoilage or any intermediate hard copy printout that may result during the processing of IRS data will be given to the agency or his or her designee. When this is not possible, the contractor will be responsible for the destruction of the spoilage or any intermediate hard copy printouts, and will provide the agency or his or her designee with a statement containing the date of destruction, description of material destroyed, and the method used.
(6) All computer systems processing, storing, or transmitting Federal tax information must meet the requirements defined in IRS Publication 1075. To meet functional and assurance requirements, the security features of the environment must provide for the managerial, operational, and technical controls. All security features must be available and activated to protect against unauthorized use of and access to Federal tax information.
(7) No work involving Federal tax information furnished under this contract will be subcontracted without prior written approval of the IRS.
(8) The contractor will maintain a list of employees authorized access. Such list will be provided to the agency and, upon request, to the IRS reviewing office.
(9) The agency will have the right to void the contract if the contractor fails to provide the safeguards described above.
(10) (Include any additional safeguards that may be appropriate.)

II. CRIMINAL/CIVIL SANCTIONS:
(1) Each officer or employee of any person to whom returns or return information is or may be disclosed will be notified in writing by such person that returns or return information disclosed to such officer or employee can be used only for a purpose and to the extent authorized herein, and that further disclosure of any such returns or return

information for a purpose or to an extent unauthorized herein constitutes a felony punishable upon conviction by a fine of as much as $5,000 or imprisonment for as long as 5 years, or both, together with the costs of prosecution. Such person shall also notify each such officer and employee that any such unauthorized further disclosure of returns or return information may also result in an award of civil damages against the officer or employee in an amount not less than $1,000 with respect to each instance of unauthorized disclosure. These penalties are prescribed by IRC sections 7213 and 7431 and set forth at 26 CFR 301.6103(n)-1.

(2) Each officer or employee of any person to whom returns or return information is or may be disclosed shall be notified in writing by such person that any return or return information made available in any format shall be used only for the purpose of carrying out the provisions of this contract. Information contained in such material shall be treated as confidential and shall not be divulged or made known in any manner to any person except as may be necessary in the performance of the contract. Inspection by or disclosure to anyone without an official need to know constitutes a criminal misdemeanor punishable upon conviction by a fine of as much as $1,000 or imprisonment for as long as 1 year, or both, together with the costs of prosecution. Such person shall also notify each such officer and employee that any such unauthorized inspection or disclosure of returns or return information may also result in an award of civil damages against the officer or employee [United States for Federal employees] in an amount equal to the sum of the greater of $1,000 for each act of unauthorized inspection or disclosure with respect to which such defendant is found liable or the sum of the actual damages sustained by the plaintiff as a result of such unauthorized inspection or disclosure plus in the case of a willful inspection or disclosure which is the result of gross negligence, punitive damages, plus the costs of the action. These penalties are prescribed by IRC section 7213A and 7431.

(3) Additionally, it is incumbent upon the contractor to inform its officers and employees of the penalties for improper disclosure imposed by the Privacy Act of 1974, 5 U.S.C. 552a. Specifically, 5 U.S.C. 552a(i)(1), which is made applicable to contractors by 5 U.S.C. 552a(m)(1), provides that any officer or employee of a contractor, who by virtue of his/her employment or official position, has possession of or access to agency records which contain individually identifiable information, the disclosure of which is prohibited by the Privacy Act or regulations established thereunder, and who knowing that disclosure of the specific material is prohibited, willfully discloses the material in any manner to any person or agency not entitled to receive it, shall be guilty of a misdemeanor and fined not more than $5,000.

III. INSPECTION:

The IRS and the Agency shall have the right to send its officers and employees into the offices and plants of the contractor for inspection of the facilities and operations provided for the performance of any work under this contract. On the basis of such inspection, specific measures may be required in cases where the contractor is found to be noncompliant with contract safeguards.

DEPARTMENT OF REVENUE SERVICES
Internal Audit Division
MEMORANDUM

DATE: April 29, 2008

TO: All DRS Contractors & Subcontractors

FROM: James E. Norton **TELEPHONE:** (860) 297-5608
Policy Compliance Officer

SUBJECT: Viewing of Contractors Safeguards Video

Enclosed you will find a CD that contains an awareness video pertaining to confidential DRS/IRS tax return information and confidentiality, the DRS "Policy for Access to and Safeguarding of DRS Confidential or Restricted Data by Contractors" and the "Disclosure and inspection rules and procedures for state and federal tax return information" memorandum. The policy outlines security requirements as part of our contractual relationship that you should familiarize yourself with. The CD must be viewed by all individuals who are working with DRS information or at a DRS facility prior to commencing work. The memorandum must be read by and distributed to the same individuals. Contractors and Subcontractors whose employees are already working with or may come in contact with DRS/IRS information must also view this video and must read and be provided with a copy of the memorandum. While the CD primarily pertains to Federal IRS information, the standards of confidentiality apply to State of Connecticut information as well. Attached is a form for staff to sign that acknowledges that they have viewed the video and have read and been provided a copy of the memorandum. Retain the original for you files and send copies to:

DRS Policy Compliance Office
c/o James Norton, Tax Division Chief
State of Connecticut Dept. of Revenue Services
25 Sigourney St
Hartford, CT 06106

ACKNOWLEDGEMENT

I have viewed the contractors' video and received and read the "Disclosure and inspection rules and procedures for state and federal tax return information" by signing below I acknowledge that I and understand the procedures and penalties.

_____

Company Name

Employee Name	Signature	Date	Title

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

RFP #09ITZ0009
Modernized e-File (MeF) Solution

April 3, 2009

AMENDMENT # 1
provides the following:

1. Amends the Procurement Schedule found in section 3.1.1 of the RFP as follows:
    - Eliminates the Vendor Conference
    - Changes the Question Deadline date from April 24, 2009 @5:00 pm EDT to April 17, 2009 @5:00 pm EDT
    - Changes the RFP Response Due date from May 25, 2009 @2:00 pm EDT to May 18, 2009 @2:00 pm EDT

Event Date	Event
April 2, 2009	RFP Issued
April 17, 2009	**Vendor Questions Due to State – 5:00 PM EDT**
As soon as possible following question due date	Response to Vendor Questions
May 18, 2009	**Proposal Submissions Due – 2:00 PM EDT**
TBD	State Review of Vendor, Business, Technical Proposals Conclude
TBD	State Review of Cost Proposals Conclude
TBD	Estimated Start of Contract Negotiations
TBD	**Estimated Vendor Project Start Date**

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

_____

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

APPROVED:_____

JACQUELINE SHIRLEY
DIRECTOR
IT CONTRACTS AND PURCHASING DIVISION

STATE OF CONNECTICUT

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

REQUEST FOR PROPOSALS

RFP # 09ITZ0009
Modernized e-File Solution

Date Issued: April 2, 2009

Date Due: May 18, 2009 @ 2:00 p.m. Eastern Time

Send all sealed responses to:

State of Connecticut
Department of Information Technology
Contracts & Purchasing Division
Attn: Jacqueline Shirley
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)

TABLE OF CONTENTS

1 FOREWORD 4
1.1 PREFACE 4
1.2 OBJECTIVE 4
1.3 BACKGROUND 4
1.3.1 OVERVIEW 4
1.3.2 PROJECT PHASES 5
1.4 EVALUATION 5
1.5 IMPLEMENTATION 5
2 ADMINISTRATIVE REQUIREMENTS 5
2.1 VENDOR INSTRUCTIONS 5
2.1.1 CONFORMITY TO INSTRUCTIONS 5
2.1.2 PROPOSAL RESPONSES TO THIS RFP 5
2.1.3 IDENTIFYING RFP COMMUNICATIONS 6
2.1.4 VENDOR QUESTIONS AND STATE REPLIES 6
2.1.5 ACCEPTANCE OF ADMINISTRATIVE REQUIREMENTS 6
2.1.6 DEVIATING FROM RFP SPECIFICATIONS 6
2.1.7 EXCLUSION OF TAXES FROM PRICES 6
2.1.8 VENDOR CONTACT(S) 7
2.1.9 VALIDATION OF PROPOSAL OFFERINGS 7
2.1.10 PROPOSAL COMPLETENESS 7
2.1.11 RESTRICTIONS ON CONTACTS WITH STATE PERSONNEL 7
2.2 OTHER CONDITIONS 7
2.2.1 OTHER RIGHTS RESERVED 7
2.2.2 REMEDIES AND LIQUIDATED DAMAGES 8
2.2.3 SYSTEM NON-ACCEPTANCE 8
2.2.4 CONTROL OF RFP EVENTS AND TIMING 8
2.2.5 PROPOSAL EXPENSES 8
2.2.6 OWNERSHIP OF PROPOSALS 9
2.2.7 ORAL AGREEMENT OR ARRANGEMENTS 9
2.2.8 HOLDBACK REQUIREMENTS 9
2.2.9 VENDOR PRESENTATION OF SUPPORTING EVIDENCE/SURETY 9
2.2.10 VENDOR DEMONSTRATION OF PROPOSED PRODUCTS 9
2.2.11 VENDOR MISREPRESENTATION OR DEFAULT 9
2.2.12 STATE FISCAL AND PRODUCT PERFORMANCE REQUIREMENTS 9
2.2.13 CONFORMANCE OF AWARDS WITH STATE STATUTES 9
2.2.14 ERRONEOUS AWARDS 9
2.2.15 CORPORATE REPORTING 10
2.2.16 JOINT VENTURES 10
2.2.17 PREFERRED USE OF LOCAL CONSULTING RESOURCES 10
2.2.18 FREEDOM OF INFORMATION ACT 10
2.2.19 SECURITY CLEARANCE 11
2.2.20 AUTHORIZED TO WORK ON PROJECT 11
2.2.21 KEY PERSONNEL 11
2.2.22 OWNERSHIP OF THE SYSTEM AND WORKFLOWS 12
2.2.23 ENCRYPTION OF CONFIDENTIAL DATA 12
2.2.24 RIGHTS TO AUDIT 12
2.2.25 WARRANTY 12
2.2.26 INDEPENDENT PRICE DETERMINATION 12
2.2.27 OFFER OF GRATUITIES 13
2.2.28 READINESS OF OFFERED PRODUCTS 13
2.2.29 INSPECTION OF WORK PERFORMED 13
2.2.30 DATE/TIME COMPLIANCE 13
2.2.31 CORPORATE GOVERNANCE 14

3 TYPICAL ACTIVITIES CONDUCTED AFTER RFP ISSUANCE 14

3.1 VENDOR COMMUNICATION 14
3.1.1 PROCUREMENT SCHEDULE 14
3.1.2 VENDORS' QUESTIONS 15
3.2 RFP RESPONSE COORDINATION AND REVIEW 15
3.3 PROPOSAL EVALUATION 15
3.3.1 PROPOSAL REVIEW TEAM 15
3.3.2 EVALUATION PROCESS 15
3.3.3 ESTABLISH AND CONDUCT APPLICABLE VENDOR BENCHMARKS 16
3.3.4 BENCHMARKING PURPOSE AND SCOPE 16
3.3.5 UNMONITORED VENDOR-DOCUMENTED BENCHMARKS 16
3.3.6 LIVE DEMONSTRATION OF BENCHMARKS TO STATE 16
3.4 IMPLEMENT NECESSARY AGREEMENTS 16
3.5 NOTIFICATION OF AWARDS 17

4 PROPOSAL REQUIREMENTS 17

4.1 PROPOSAL SUBMISSION 17

5 PARTICIPATING STATE OF CONNECTICUT AGENCIES 17

ATTACHMENTS

Attachment	1	Mandatory Vendor Questionnaire
Attachment	2	Vendor Proposal Format Requirements
Attachment	3	Vendor Proposal Cost Worksheets
Attachment	4	Vendor Validation and Authentication Statement
Attachment	5	Information Processing Systems Agreement
Attachment	6	Business, Technical and Operational Requirements
Attachment	7	CHRO Contract Compliance Monitoring Report
Attachment	8	Vendor Checklist
Attachment	9	Vendor Certifications
Attachment	10	Evaluation and Selection Criteria
Attachment	11	Vendor Transmittal Letter – Sample Format
Attachment	12	Vendor Requirements Evaluation Matrix (REM)
Attachment	13	Enterprise-wide Technical Architecture
Attachment	14	Software Development Methodology Technical Requirements Document

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 Revenue Services (DRS) for the purposes of the design, development, implementation and initial implementation and warranty for a Modernized e-File (MeF) solution.

1.3 BACKGROUND

1.3.1 OVERVIEW

The State of Connecticut is seeking solutions to support the Internal Revenue Service (IRS) MeF initiative. MeF is an integrated, web-based architecture that utilizes Extensible Markup Language (XML) files and serves as a replacement for the existing electronic filing platform. MeF results in a more efficient and scalable e-File system. The IRS is currently transmitting corporate and partnership returns using this new format and is actively working with the States and software companies to implement MeF for personal income tax returns (1040 forms) in January 2010. At that time, DRS wants to be ready to receive personal income tax returns filed through the MeF program. Connecticut also expects to expand the program to other tax forms.

After a three year phase-in of MeF, legacy IRS Fed/State 1040 – Personal Income Tax e-file will be discontinued. This means that if Connecticut has not migrated to the MeF format, DRS cannot continue to receive personal income returns electronically through the IRS. States may elect to use the new MeF architecture during an initial rollout period.

The Fed/State e-file program was the source of 1,045,156 income tax returns (CT-1040 and CT-1040NRPY) during 2008. This number represents approximately 60% of the 1.7 million personal income tax returns filed annually at DRS. Electronically filed returns are processed at a savings of more than $3.50 per return over those filed on paper. The error rate on electronic returns is less than one third of the error rate on paper filed returns. At some date (tentatively set for 2013), any electronically filed 1040 returns will (be required to) use the MeF protocol, along with the ability to accept returns for the 3 previous tax years.

1.3.2 PROJECT PHASES

MeF is the only release covered by this RFP. The delivered product will enable DRS to participate in the MeF program when the IRS begins to transmit personal income tax returns in January 2010. The product will also be delivered enabling DRS to receive other MeF forms.

The project is comprised of the following components:

Phase	Phase Description
MeF	**Modernized e-File** Build Communications Gateway (mandatory) Submissions and Acknowledgements (mandatory) Develop viewing system (optional) Develop a backend system (optional) Building the State schema set using TIGERS standards (optional)

RFP project requirements are prioritized and detailed in document "*Attachment 6: MeF Requirements Specification*".

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, MeF Requirements Specification*, are characterized as follows:

- Requirements in *Attachment 6* are characterized as either:

  1. **System Requirements**
  2. **Technical Requirements**
  3. **Operational Requirements**
  4. **Optional Components**

- Each requirement is specifically identified with a unique requirement number, and is prioritized as “Critical”, “Required”, or “Optional”. Any requirement not specified with a priority is considered “Required”.
- Each requirement is scoped for project phase: MeF.
- Requirements prioritized as "Optional" should have their costs broken out on Line# 103 MeF Functionality – Optional Requirements of the Costs Worksheets.

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 # 09ITZ0009”,
- 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 3.1.1*.

Copies of this RFP will be made available only on the Internet, from the DOIT web page (www.ct.gov/doit). Access the RFP by selecting the IT Contracts & Purchasing tab and then click on Bid/Proposal Notices. The State may, in its sole discretion, orally communicate responses to vendors if it is likely that written responses will not reach them prior to the proposal due date. However, oral communications notwithstanding, the State shall be bound only by the written document which follows.

2.1.5 ACCEPTANCE OF ADMINISTRATIVE REQUIREMENTS

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

2.1.6 DEVIATING FROM RFP SPECIFICATIONS

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

2.1.7 EXCLUSION OF TAXES FROM PRICES

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

2.1.8 VENDOR CONTACT(S)

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

2.1.9 VALIDATION OF PROPOSAL OFFERINGS

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

2.1.10 PROPOSAL COMPLETENESS

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

2.1.11 RESTRICTIONS ON CONTACTS WITH STATE PERSONNEL

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

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

2.2 OTHER CONDITIONS

2.2.1 OTHER RIGHTS RESERVED

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

1) Amend or cancel this RFP at any time prior to contract award,
2) Modify deadlines through amendments to this RFP,
3) Refuse to accept, or return accepted proposals that do not comply with procurement requirements,
4) Reject the proposal of any vendor in default of any prior contract or for misrepresentation of material presented,
5) Reject any proposer’s response that is received after the deadline,
6) Reject any proposal which is incomplete or in which there are significant inconsistencies or inaccuracies,
7) Accept or reject any or all proposals submitted for consideration in whole or in part; and to waive technical defects, irregularities, or omissions,

8) Allow no additions or changes to the original proposal after the due date specified herein, except as specifically requested and authorized by the State of Connecticut,
9) Require organizations, at their own expense, to submit written clarification of proposals in a manner or format that the State of Connecticut may require,
10) Require organizations, at their own expense, to make oral presentations at a time selected and in a place provided by the State of Connecticut. Invite vendors, but not necessarily all, to make an oral presentation to assist the State of Connecticut in their determination of award. The State of Connecticut further reserves the right to limit the number of vendors invited to make such a presentation. The oral presentation shall only be permitted for purpose of proposal clarification and not to allow changes to be made to the proposal,
11) Negotiate separately any service in any manner necessary,
12) Contract with one or more vendors who submit proposals,
13) Consider cost and all factors in determining the most advantageous proposal for the State of Connecticut, and
14) Contract for all or any portion of the scope of work or tasks within this RFP.

2.2.2 REMEDIES AND LIQUIDATED DAMAGES

Remedies associated with nonperformance, substandard performance, or unacceptable performance may 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 Modernized E-file Solution 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 Professional Services agreement (04ITZ0007). Responding Vendors who are seeking to augment their technical resource pool are strongly encouraged to use this existing agreement to augment their staff.

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

2.2.18 FREEDOM OF INFORMATION ACT

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

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

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

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

2.2.19 SECURITY CLEARANCE

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

2.2.20 AUTHORIZED TO WORK ON PROJECT

A vendor receiving an award from this RFP must certify that all personnel are legally authorized to work on the project, pursuant to State and Federal guidelines, policy, mandates, and statutes, and further attest, under penalty of perjury, that all proposed project staff, whether named in the proposal or not, are one of the following:

- A citizen or national of the United States
- A Lawful Permanent Resident
- An Alien authorized to work until all project responsibilities have been fulfilled

Vendor must agree that each individual proposed at any time to perform activities on the project will be subject to an individual certification of authorization to work on the project. Any individual on the proposed project team that is eligible to work in the United Stated under an H1B Visa must have sufficient time remaining on their Visa to ensure that such an individual is able to complete the requirements of this RFP before their Visa expires. For submitted personnel to be eligible to actively participate in the project, they must be able to successfully pass a U.S. or Canadian background check, and must complete a State of Connecticut background check.

2.2.21 KEY PERSONNEL

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

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

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

2.2.22 OWNERSHIP OF THE SYSTEM AND WORKFLOWS

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

The vendor agrees not to copyright or disclose proprietary State of Connecticut processes and workflows. Generic processes and workflows discovered during the execution of this RFP project work may be incorporated into vendor's products and services provided that written approval is obtained from DOIT and DRS.

2.2.23 ENCRYPTION OF CONFIDENTIAL DATA

Contractor, at its own expense, shall keep and maintain in an encrypted state any and all electronically stored data now or hereafter in its possession or control located on non-state owned or managed devices that the State, in accordance with its existing state policies, classifies as confidential or restricted. The method of encryption shall be compliant with the State of Connecticut Enterprise Wide Technical Architecture (EWTA).

2.2.24 RIGHTS TO AUDIT

Responding vendors agree to provide the State of Connecticut and/or their representatives' access to vendor documents, papers, or other records pertinent to the RFP response in order to make audits, examinations, excerpts and transcripts.

2.2.25 WARRANTY

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

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

2.2.26 INDEPENDENT PRICE DETERMINATION

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

- The costs proposed have been arrived at independently, without consultation, communication, or agreement for the purpose of restricting competition as to any matter relating to such process with any other organization or with any competitor.
- Unless otherwise required by law, the costs quoted have not been knowingly disclosed by the vendor on a prior basis directly or indirectly to any other organization or to any competitor.
- No attempt has been made or will be made by the vendor to induce any other person or firm to submit or not to submit a proposal for the purpose of restricting competition.
- The vendor did not participate in the RFP development process, had no knowledge of the specific contents of the RFP prior to its issuance, and that no employee of the State of Connecticut participated directly or indirectly in the vendor's proposal preparation.

2.2.27 OFFER OF GRATUITIES

The vendor must warrant, represent, and certify in the Transmittal Letter that no elected or appointed official or employee of the State of Connecticut has or will benefit financially or materially from this procurement. Any contract and/or award arising from this RFP may be terminated by the State if it is determined that gratuities of any kind were either offered to or received by any of the aforementioned officials or employees from the vendor, the vendors agent(s), representative(s) or employee(s).

2.2.28 READINESS OF OFFERED PRODUCTS

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

2.2.29 INSPECTION OF WORK PERFORMED

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

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

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

2.2.30 DATE/TIME COMPLIANCE

Contractor warrants that Hardware, Software and Firmware Products or each developed, modified or remediated item of Hardware, Software, Firmware ("item") or each service delivered under this Contract shall be able to:

- accurately assess, present or process date/time data (including, but not limited to, management, manipulation, processing, comparing, sequencing and other use of date data, including single and multi-century formulae and leap years) before, during and after January 1, 2000.
- properly exchange date/time data when used in combination with other information technology, provided that other information technology not covered by this Contract is Year 2000 Compliant;
- perform as a System, as so stipulated in the Contract, and the warranty shall apply to those items as a System.
- where appropriate, respond to two digit date input in a way that resolves the ambiguity as to century in a disclosed, defined and predetermined manner.

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

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

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

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

2.2.31 CORPORATE GOVERNANCE

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

3 TYPICAL ACTIVITIES CONDUCTED AFTER RFP ISSUANCE

3.1 VENDOR COMMUNICATION

3.1.1 PROCUREMENT SCHEDULE

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

Event Date	Event
April 2, 2009	RFP Issued
April 17, 2009	**Vendor Questions Due to State – 5:00 PM EDT**
As soon as possible following question due date	Response to Vendor Questions
May 18, 2009	**Proposal Submissions Due – 2:00 PM EDT**
TBD	State Review of Vendor, Business, Technical Proposals Conclude
TBD	State Review of Cost Proposals Conclude
TBD	Estimated Start of Contract Negotiations
TBD	**Estimated Vendor Project Start Date**

3.1.2 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 17, 2009 at 5:00 PM EDT** will be answered. Address any inquires to Jacqueline Shirley at Jacqueline.Shirley@ct.gov. Only written inquiries will be accepted via e-mail . To properly process vendor questions, vendors shall ensure that the RFP number **09ITZ0009** 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 to the State Contracting portal which is accessible from the DOIT procurement website, as soon as possible following the April 17, 2009 question deadline.

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 DRS and DOIT members to review vendor responses to this RFP.

3.3.2 EVALUATION PROCESS

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

The State will evaluate requested proposal information against all RFP requirements, using criteria and methodology pre-established in coordination with the planned users of a given service. Proposals will be evaluated in accordance with *Attachment 13 – Evaluation and Selection Criteria*. Additionally, the MeF Proposal Review Team will also evaluate the respond vendor's:

- Understanding of the RFP as shown by the thoroughness of the vendor's proposal and the vendor's ability to provide hardware and software for MeF as specified,
- How well the vendor's product functionality matches defined business requirements,
- How well the vendor's proposed product design and technology matches defined technical requirements,
- The vendor's plan for integrating the MeF application. This evaluation will include, but not be limited to, the vendor's plan for supervision of all subcontractors and suppliers as well as utilization of existing equipment and software as well as
- The vendor's ability to perform the contractual services as reflected by technical training and education, general experience, and specific experience, if any, in MeF systems and specifically any prior demonstrated experience in

the design, development and implementation of MeF 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 # 09ITZ0009** MUST be received at:

Department of Information Technology
Division of Contracts and Purchasing
ATTN: Jacqueline Shirley
101 East River Drive, Room 4074
East Hartford, CT 06108

No later than **May 18, 2009 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

MeF impacts and is supported by the following state agencies:

- Department of Revenue Services
- Department of Information Technology

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 hardware and/or software vendor to design, develop, implement, and warranty a Modernized e-File (MeF) solution for the Connecticut Department of Revenue Services (DRS) and the Department of Information Technology (DOIT).

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. Ten (10) additional printed and bound copies of the original proposal
C. Two (2) CD-ROM-based electronic copies of the original proposal

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

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

1.1 VENDOR'S RESPONSE - TABLE OF CONTENTS

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

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

Section I – Vendor, Business, and Technical Proposal	
I.A.1	Completed and Executed Mandatory Forms and Documents
I.A.1.1	Transmittal Letter
I.A.1.2	Vendor Checklist
I.A.1.3	Mandatory Vendor Questionnaire
I.A.1.4	Vendor Validation and Authentication Statement
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	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	RFP Attachment 12 - Vendor Requirements Evaluation Matrix (REM)
I.B.3	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	Risk and Issue Management
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

2 GENERAL FORMAT REQUIREMENTS

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

2.1 BINDING THE PROPOSAL

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

Each hardcopy binder cover slip must include the responding Vendor's name, address and the RFP number (**RFP # 08ITZXXXX**) as reference in the lower right corner. Titles for the appropriate sections shall be centered on the cover slip. The spine of each binder must contain the proper section title, with the RFP number reference and the submitting Vendor's name.

2.2 FORMATTING THE PROPOSAL'S CONTENT

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

1. Text shall be on 8 ½" x 11" paper in the "portrait" orientation, except where a supplied template is in "landscape" orientation,
2. Text shall be single spaced,
3. The State prefers a San Serif baseline font for the body of the document with a font pitch no smaller than 11 points,
4. The margin at the binding edge of any document shall be a minimum of one and one half inches (1 ½"), all other margins shall be one inch (1"),
5. Inline graphics or illustrations shall be clean and crisp in appearance must be captioned appropriately,
6. Any graphics or illustration may have a smaller text spacing, pitch and font size but must be legible,
7. 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.

2.3 ELECTRONIC VERSIONS (CD-ROM)

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

CD-ROM Set 1	CD-ROM 1:	Section I – Vendor, Business, and Technical Proposal Section II – Project Management and Staffing Proposal
	CD-ROM 2:	Section III- Financial Proposal
CD-ROM Set 2	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 & 12) are expected to be submitted in the original Microsoft Word format as well as rendered in PDF file format.

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

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

2.3.1 CORRUPTED PDF DOCUMENTS

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

Corrupted text can occur when fonts used in a PDF document do not exist on the reader's computer and font substitution is used by the PDF reader[1]. Adobe recommends that: *"For precise control over the appearance of text in a PDF file, you can embed fonts using either Acrobat PDF Writer or Acrobat Distiller. Acrobat viewers can display and print embedded fonts in PDF files, even if they are not installed on the computer on which the files are viewed.*"

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

3 SECTION I – VENDOR, BUSINESS, 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.

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

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

3.1.1 I.A.1.1 TRANSMITTAL LETTER

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

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

The vendor may use *RFP Attachment 15 - Vendor Transmittal Letter* as a template for this letter.

3.1.2 I.A.1.2 VENDOR CHECKLIST

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

3.1.3 I.A.1.3 MANDATORY VENDOR QUESTIONNAIRE

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

3.1.4 I.A.1.4 VENDOR VALIDATION AND AUTHENTICATION STATEMENT

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

3.1.5 I.A.1.5 CHRO FORMS

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

3.1.6 I.A.1.6 VENDOR CERTIFICATIONS

Include completed *RFP Attachment 9 - Vendor Certifications.*

3.2 I.A.2 EXECUTIVE SUMMARY

This RFP expects that an Executive Summary will be part of each of the three Sections. This is to permit a vendor to briefly summarize the most salient aspects of each section of the proposal in terms of satisfying the requirements presented in this RFP. The Executive Summary must provide a high-level overview of the vendor's proposal in such a way as to demonstrate a broad understanding of the RFP requirements. The vendor must summarize their understanding of the objectives of the State in issuing this RFP, the intended results of the Project, the scope of work and any issues which the vendor believes needs to be addressed in this Project. The Executive Summary must not mention the dollar amount proposed for the project.

3.3 I.A.3 COMPANY OVERVIEW

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

Provide a brief summary of the company discussing size, markets, customer base, company organization, strengths and achievements. If the company is a subsidiary of another company, the name and address of the parent company must be provided.

The State of Connecticut is seeking organization and client profile information, which may include their resellers or implementation partners. The minimum information required is:

1. Formal Company Name
2. Company Trade Name (If Different)
3. Physical Address
4. Mailing Address
5. Corporate TIN
6. Company Representative Contact Information
    a. RFP Response Contact Person
    b. Title
    c. Daytime Telephone & Extension
    d. Electronic Mail Address
    e. Company Web Site
7. Publicly or Privately Held
8. Stock Symbol (Public Companies)
9. Corporate Status (C Corporation, 501(C) 3, LLC, etc.)
10. Date of Incorporation
11. State of Incorporation
12. Number of Business Locations
13. Address and Description of offsite Development Center(s)
    a. Address
    b. Management Structure / Organization Chart
14. Number of Employees
15. Number of Developers
16. Number of Help Desk or Support Staff
17. Number of Active Government Clients or Customers
18. Years of Experience with any projects of similar scope and Complexity
19. Resellers or Partners & Nature of Partnership
20. References (Name, Title, Mailing Address, Work Phone, Email Address) – See section 3.6.

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

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

3.4 I.A.4 SUMMARY OF QUALIFICATIONS

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

3.4.1 I.A.4.1 MeF Related Products and Services

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

3.4.2 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.

3.5 I.A.5.1 FINANCIAL OVERVIEW

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

3.5.1 I.A.5.1.1 Financial Status

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

3.5.2 I.A.5.1.2 Copy of Annual Statement (Public Companies Only)

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

3.6 I.A.6 VENDOR CUSTOMER REFERENCES

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

Vendors must provide three (3) Client references with installed systems comparable to that being proposed for the State of Connecticut. Reference information must include:

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

3.7 I.B.1 OVERVIEW OF THE PROPOSED SOLUTION

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

3.8 I.B.2 RFP ATTACHMENT 12 - VENDOR REQUIREMENTS EVALUATION MATRIX (REM)

The *RFP Attachment 12 - Vendor Requirements Evaluation Matrix (REM)* will be placed into this section of the Vendor, Business, and Technical Proposal. It is important that the worksheets instructions are followed, including that all worksheet entries are completed. Instructions are contained within the REM document.

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

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

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

Proposal should address any gaps, assumptions, or clarification in requirements not covered by the *RFP Attachment 12 - Vendor Requirements Evaluation Matrix (REM),* direct vendor experiences relevant to deploying systems with comparable requirements, etc.

3.10 I.C.1 ARCHITECTURE OVERVIEW

Vendor must present a detailed architecture design for the proposed product along with a text description and annotated diagram (or diagrams). Descriptions and diagrams must clearly identify Middleware products, interfaces, message formats and component function. 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.
- Identify where appropriate in the Vendor Requirements Evaluation Matrix (REM) that multiple architectural solutions exist.
- 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.

Describe a 24x7 fault tolerant architecture solution and how MeF can be deployed on it.

3.11 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.

Proposal should address any gaps, assumptions, or clarification in requirements not covered by the *RFP Attachment 12 - Vendor Requirements Evaluation Matrix (REM),* direct vendor experiences relevant to deploying systems with comparable requirements, etc.

3.12 I.E.1 TRAINING OVERVIEW

Refer to *RFP Attachment 6 – MeF Requirements Specification, Section 6.2, Training*

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

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:

- Developer Training
- System Administrator/Maintenance Training

Proposal should address any gaps, assumptions, or clarification in requirements not covered by the *RFP Attachment 12 - Vendor Requirements Evaluation Matrix (REM),* direct vendor experiences relevant to deploying systems with comparable requirements, etc.

3.13 I.F.1 SUPPORT AND MAINTENANCE OVERVIEW

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

Proposal should address any gaps, assumptions, or clarification in requirements not covered by the *RFP Attachment 12 - Vendor Requirements Evaluation Matrix (REM),* direct vendor experiences relevant to deploying systems with comparable requirements, etc.

4 SECTION II PROJECT MANAGEMENT, PLANNING AND STAFFING PROPOSAL

4.1 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 must not mention the dollar amount proposed for the project.

4.2 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.

4.3 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 with State of Connecticut SDLC requirements?

4.3.1 II.3.1 SATISFYING MILESTONE DRIVEN PROJECT IMPLEMENTATION PLANS

(Assume that the Project Implementation plan for MeF may be considered as Exhibit 1 of the Information Processing Systems Agreement.)

Describe your strategy at executing and satisfying "Milestone Driven Project Implementation Plans". Provide evidence on how you have been able to meet the time, quality, and cost expectations of large 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 Project Implementation Plan.

4.3.2 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. SDM, PMI, RUP.)

4.3.3 II.3.3 REQUIREMENTS FACILITATION METHODOLOGY

Although MeF requirements have been provided, additional requirements facilitation will still occur. At a minimum, it is expected that some form of requirements facilitation and validation will occur at the start of the project. Describe your requirements facilitation approach and methodology. How would you adapt the work that the MeF team has performed to date into your 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.

4.3.4 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.

4.3.5 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?

4.3.5.1 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 MeF 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?

4.3.5.2 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?

4.3.5.3 II.3.5.3 System Testing

Assume system testing will be required for all MeF Phases. 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 by vendor?

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

4.3.5.4 II.3.5.4 Regression Testing

Assume regression testing may be required for established vendor components that will be used for the proposed MeF 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?

4.3.5.5 II.3.5.5 User Acceptance Testing

Assume user acceptance testing (UAT) will be required for MeF. Assume that UAT scenarios will be defined by customer and communicated via the MeF project manager. Describe how UAT is managed and performed. Describe the documented test evidence, including summary reports that are used to validate testing. Assume MeF project manager will coordinate UAT testing.. Are the UAT procedures documented by vendor?

4.3.5.6 II.3.5.6 Interface Testing

Interface testing is comparable to system testing. However, the other end of the interface may or may not be ready to test at same time as the vendor solution. Describe vendor experiences with interface testing?

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

4.3.5.7 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 how 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.

4.3.6 II.3.6 TRAINING PLAN

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.*

4.4 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?

4.4.1 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. Describer 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?

4.4.2 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 an implementation plan to accommodate the proposed MeF solution.

4.4.3 II.4.3 CUSTOMIZATION AND CONFIGURATION OF CUSTOMER SOFTWARE

Describe <u>your</u> 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?

4.4.4 II.4.4 APPLICATION AND ARCHITECTURE SUPPORT

Describe <u>your</u> practices and procedures for application and architecture support. Consider on-site, off-site, 3rd 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?

4.4.5 II.4.6 RISK AND ISSUE MANAGEMENT

Describe <u>your</u> 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?

4.5 II.5 PROJECT PLAN & SCHEDULE

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

4.5.1 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 MeF initiative.

Plan should address all MeF 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.

4.5.2 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.

4.5.3 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 14 - State Job Class Position Descriptions* 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.)

4.5.4 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 MeF project manager will manage relationships between MeF interface teams, DOIT, and prime vendor. All prime vendors will coordinate efforts through the MeF project manager.

Attach a Project Organization Chart for MeF.

Assume vendor project or program manager will have a direct relationship with the State of Connecticut MeF project manager.

4.6 II.6 BIOGRAPHICAL SUMMARIES

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

4.7 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".

4.8 II.8 EXAMPLE SOFTWARE DEVELOPMENT LIFE CYCLE DOCUMENTS (OPTIONAL)

(This section is optional but will be helpful. If samples are provided, keep total page count for all samples to no more than 60 pages maximum.)

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.

5 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.

5.1 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.

5.2 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

TABLE OF CONTENTS

1 WORKSHEET INSTRUCTIONS 2

2 MeF Costs 3

3 Support & Maintenance Costs 4

4 Hardware/Software – Architecture Platform Costs 5

5 Training Costs 6

6 Miscellaneous Costs 6

1 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 is not comfortable specifying an exact cost for any line item, they may use the line item additional notes section to specify a price range and designate the line item as an estimate. However, the submitter must provide a cost value for the line item that is within the estimated price range.
- 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. 3rd 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.
- **When attempting to calculate RFP Cost Proposal Line# 102 & 103, refer to the index in Attachment 6 – Requirements Specification, under 'Optional Requirements' for the page numbers of the requirements prioritized as 'Optional'.**

2 MeF Costs

NOTE: Usage sensitive fees, including volume, per use, and transaction based fees are not allowed.

This section allows submitter to elaborate on the proposal's MeF Costs:

Line #	RFP Cost Proposal Category	Exact Cost	Additional Notes
100	Base Product (COTS, Build, Customized)		
101	Fundamental Processes		
102	MeF Functionality – Critical or Required Scoped Requirements		
103	MeF Functionality – Optional Scoped Requirements (see worksheet instructions)		
104	Interface – IRS		
105	Interface – DRS Legacy System		
106	Project Management		
107	Testing		
108	Documentation – Administration, User, Quick Reference, etc. .		
199	**Total MeF Costs**		

3 Support & Maintenance Costs

NOTE: Usage sensitive fees, including volume, per use, and transaction based fees are not allowed. All License fees for application and support licenses must clearly indicate the license type(s) i.e. Lump-sum, Perpetual or Periodic Payment License.

This section allows submitter to elaborate on the proposal's Support & Maintenance Costs:

(Submitter must elaborate 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
500	Base Software Product (COTS, Build, Customized) Annual Maintenance & Support Costs		
501	MeF Annual Maintenance & Support Costs		
502	Data Base Software Annual Maintenance Costs		
503	Application Server Software Annual Maintenance Costs		
504	Other Software Annual Maintenance Costs		
505	Hardware – Application Server & Operating System Annual Maintenance Costs		
506	Hardware – Data Base Server & Operating System Annual Maintenance Costs		
507	Other Hardware Annual Maintenance Costs		
599	**Total Support & Maintenance Costs**		

4 Hardware/Software – Architecture Platform Costs

NOTE: Usage sensitive fees, including volume, per use, and transaction based fees are not allowed.

This section allows submitter to elaborate on the proposal's Hardware/Software – Architecture Platform Costs:
(Submitter must elaborate each Line# of this proposal section – For Example equipment/software version, model, capacity, specifications)

Line #	RFP Cost Proposal Category	Exact Cost	Additional Notes
600	Data Base Software Costs		
601	Data Base Software Installation & Configuration Costs		
602	Application Server Software Costs		
603	Application Server Software Installation & Configuration Costs		
604	Business Intelligence & Reporting Software Costs		
605	Business Intelligence & Reporting Software Installation & Configuration Costs		
606	Other Software Costs		
607	Other Software Installation & Configuration Costs		
608	Hardware – Application Server & Operating System Costs		
609	Hardware – Application Server & Operating System Installation & Configuration Costs		
610	Hardware – Data Base Server & Operating System Costs		
611	Hardware – Data Base Server & Operating System Installation & Configuration Costs		
612	Other Hardware Costs		
613	Other Hardware Installation & Configuration Costs		
649	**Total Hardware/Software – Architecture Platform Costs**		

5 Training Costs

NOTE: Usage sensitive fees, including volume, per use, and transaction based fees are not allowed.

This section allows submitter to elaborate on the proposal's Training Costs:

Line #	RFP Cost Proposal Category	Exact Cost	Additional Notes
700	MeF Training Development Expenses		
701	MeF Training Staff Expenses		
702	MeF Training Materials Expenses		
703	MeF Computer/Web Based Training Expense		
716	Other Training Expenses (Travel, Lodging, etc. is covered under Miscellaneous Costs Section.)		
799	**Total Training Costs**		

6 Miscellaneous Costs

NOTE: Usage sensitive fees, including volume, per use, and transaction based fees are not allowed.

This section allows submitter to elaborate on the proposal's Miscellaneous Costs:

Line #	RFP Cost Proposal Category	Exact Cost	Additional Notes
800	MeF Travel Expenses to State of Connecticut		
801	MeF Lodging Expenses		
802	MeF Meals Expenses		
803	MeF Miscellaneous Expenses		
816	Other Expenses (Please explain in detail)		
899	**Total Miscellaneous Costs**		

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, # 09ITZ0009,
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.

SECTION TITLE PAGE

1. TERM OF AGREEMENT 4
2. DEFINITIONS 4
3. ACQUIRING DELIVERABLES 5
4. PROJECT ADMINISTRATOR 7
5. CHANGE ORDERS 7
6. DELIVERY, INSTALLATION & DEINSTALLATION 8
7. DELIVERABLE EVALUATION & ACCEPTANCE 8
8. PAYMENTS & CREDITS 9
9. SOFTWARE MAINTENANCE & SUPPORT 10
10. SYSTEM RELIABILITY 11
11. SYSTEM WARRANTIES 12
12. OTHER WARRANTIES 12
13. PATENT, COPYRIGHT, LICENSE & PROPRIETARY RIGHTS 13
14. CONFIDENTIALITY; NONDISCLOSURE 14
15. ENCRYPTION OF CONFIDENTIAL DATA 15
16. DELIVERABLE REPLACEMENTS & UPGRADES 15
17. RISK OF LOSS & INSURANCE 16
18. DELIVERABLE ALTERATIONS 16
19. FORCE MAJEURE 16
20. SOURCE CODE ESCROW 17
21. REMEDIES 17
22. GENERAL PROVISIONS 18
23. COMMUNICATIONS 20
24. AUDIT REQUIREMENT FOR STATE GRANTS 20
25. WHISTLEBLOWER PROVISION 20
26. PUBLIC RECORDS PROVISION 21
27. FORUM AND CHOICE OF LAW 21
28. TERMINATION OF AGREEMENT 21
29. STATE COMPTROLLER'S SPECIFICATIONS 22
30. CIO SUBCONTRACT APPROVAL 23
31. GENERAL ASSEMBLY ACCESS TO DOIT RECORDS 23
32. CONTINUITY OF SYSTEMS 23
33. RIGHTS TO PUBLIC RECORDS 24
34. PUBLIC RECORDS AND FOIA 24
35. DISCLOSURE OF PUBLIC RECORDS 25
36. PROFITING FROM PUBLIC RECORDS 25
37. CONTRACTOR'S OBLIGATION TO NOTIFY DOIT CONCERNING PUBLIC RECORDS 25
38. TANGIBLE PERSONAL PROPERTY 25
39. INDEMNIFICATION AND HOLD HARMLESS 26
40. NON-WAIVER OF IMMUNITY 27
41. SUMMARY OF STATE ETHICS LAWS 27
42. CAMPAIGN CONTRIBUTION RESTRICTION 27
43. EXECUTIVE ORDERS 27
44. NONDISCRIMINATION PROVISIONS 27
45. OWNERSHIP OF DATA 29
46. TERMS AND CONDITIONS 29
47. WORKERS' COMPENSATION 29

48. ENTIRETY OF AGREEMENT 29
SIGNATURE PAGE OF AGREEMENT……..30

This Information Processing Systems Agreement hereinafter referred to as the "Agreement" or "contract" is made by and between the **STATE OF CONNECTICUT**, acting by its **Department of Information Technology**, hereinafter referred to as the "State," located at **101 East River Drive East Hartford, CT 06108**, and _____ hereinafter referred to as the "Contractor," having its principal place of business at _____.The terms and conditions of this Agreement are contained in the following sections.

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

1. TERM OF AGREEMENT

This Agreement shall become effective upon its approval as to form by the Office of the Attorney General of the State of Connecticut and shall continue for _____ years from date of approval. The State may extend this Agreement in its sole discretion, prior to Termination in accordance with the provisions of Section 29. TERMINATION OF AGREEMENT.

2. DEFINITIONS

a) "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.

b) “Contracting Agency” as used herein, shall mean the Department of Information Technology.

c) "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.

d) "Department" as used herein, shall mean the Department of Revenue Services (DRS)

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

f) "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.

g) “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.

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

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

j) "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.

k) "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.

l) "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.

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

n) "RFP" as used herein, shall mean the Request For Proposal **#09ITZ0009** issued by the State on **April 2**, **2009** concerning the **Modernized e-File Solution.**

o) "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.

p) "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.

q) "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.

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

3. ACQUIRING DELIVERABLES

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

1) Delivery Site and Department Contact Person

2) Identity of this Agreement by Reference Number

3) Contractor Contact Person and Contact Information

4) For software Deliverables

a. Installation PU and Operating System

b. Product Number, Description and Quantity

c. Applicable rate, license term, and quantity extensions

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

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

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

5) For services
   a. Description of service
   b. Quantity of hours or days to be purchased, by service level classification
   c. Applicable Project Implementation and Quality Assurance Plans
6) Implementation Summary, if applicable
7) Current Product Schedule, if applicable
8) Invoice Schedule, if applicable
9) Total Cost

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

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

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

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

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

g) The Department is authorized to use any Licensed Software to develop and/or enhance said Department’s systems, only in the pursuit of its own business interests, 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 discretion of the Department. The Project Administrator shall be the authority to act for the Department under this Agreement, for any Deliverable(s) initially acquired/installed from the Contractor and such authority shall continue to be in effect 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 Project Implementation Summary will be recognized for the purposes of payment to the Contractor. For each of these milestones and all associated deliverables, the Suppler will submit an invoice with sufficient detail to justify the charges along with a copy of the Department’s “Notice of Acceptance” letter for that milestone and all associated deliverables to the Project Administrator.

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

5. CHANGE ORDERS

a) The Department may at any time, with written notice to Contractor, request changes within the general scope of the Project Implementation Schedule. Such changes shall not be unreasonably denied or delayed by Contractor. Such changes may include modification in the functional requirements and processing procedures. Other changes might involve the correction of system deficiencies after the operations phase has begun, or other changes specifically required by new or amended State laws and regulations. Prior to expiration of any Warranty Period, any changes to the Deliverables(s) that are required due to System deficiencies or if the System does not fully perform in accordance with this Agreement, shall be made by Contractor without charge

to the Department or the State. Any investigation that is necessary to determine the source of the problem requiring the change shall be done by Contractor at its sole cost and expense

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

c) No change order shall become effective, nor will 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 Exhibit 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 Exhibits.

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 Department 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 Exhibit 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 Exhibit is perpetual, charges for maintenance and support are as follows:

1) If the license fee specified in the Exhibit 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 Exhibit 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 Exhibit

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:

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

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)

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

720

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

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

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

11. SYSTEM WARRANTIES

a) Contractor represents and warrants that the System shall conform to the terms and conditions of this Agreement and Contractor's proposal, and be free from defects in material and workmanship upon acceptance of the System by the Department and for a minimum period of the Warranty Period. Additionally, during the Warranty Period, Contractor shall modify, adjust, repair and/or replace such Deliverable(s), at no charge to Department, as necessary to maintain ongoing System reliability according to Section 10. SYSTEM RELIABILITY.

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

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

12. OTHER WARRANTIES

a) Contractor hereby warrants its ownership and/or marketing rights to the software license Deliverables. Unless stated otherwise in an Exhibit, 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 and is subject to the obligations of the Department under the Freedom of Information Act

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 Exhibit 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 Exhibit is perpetual:

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

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

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

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

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

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

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

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

14. CONFIDENTIALITY; NONDISCLOSURE

a) All material and information provided to the Contractor by the State or acquired by the Contractor in performance of the Contract whether verbal, written, recorded magnetic media, cards or otherwise shall be regarded as confidential information and all necessary steps shall be taken by the Contractor to safeguard the confidentiality of such material or information in conformance with federal and state statutes and regulations. The Contractor agrees that it is prohibited from releasing any and all information provided by the Department or providers or any information generated by the Contractor without the prior express written consent of the Department.

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

c) The Department shall use any Licensed Software Deliverable only in the pursuit of its own business interests. The State shall not sell, lease, license or otherwise transfer with or without consideration, any such Deliverable to any third party (other than those non-designated third parties that have need to know and agree to abide by the terms of this Section 14.) or permit any third party to reproduce or copy or otherwise use such Deliverable. The State will not create derivative works, translate, reverse engineer or decompile the Licensed Software Deliverable, in whole or in part, nor create or attempt to create, by reverse engineering or disassembling of the design, algorithms or other proprietary trade secrets of the Deliverable software.

d) Contractor hereby agrees that:

1) All Department information exposed or made available to Contractor or its representatives is to be considered confidential and handled as such.

2) Any such Department information is not to be removed, altered, or disclosed to others in whole or in part by Contractor and its representatives.

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

e) It is expressly understood and agreed that the obligations of this Section 14 shall survive the termination of this Agreement and is subject to the obligations of the Department under the Freedom of Information Act.

15. ENCRYPTION OF CONFIDENTIAL DATA

Contractor, at its own expense, shall keep and maintain in an encrypted state any and all electronically stored data now or hereafter in its possession or control located on non-state owned or managed devices that the State, in accordance with its existing state policies, classifies as confidential or restricted. The method of encryption shall be compliant with the State of Connecticut Enterprise Wide Technical Architecture (EWTA).
This shall be Contractor's continuing obligation for compliance with the EWTA standard as it may be amended or supplemented from time to time.
In the event of a breach of security or loss of State of Connecticut data, the Contractor shall notify the state agency which owns the data, the Connecticut Department of Information Technology and the Connecticut Office of the Attorney General as soon as practical but no later than 24 hours after the Contractor discovers or has reason to believe that a breach or loss as occurred or that such data has been compromised through breach or loss.

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.

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. 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.

20. 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 Department in compliance with this Section 20. shall remain with Contractor and the Department 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 Department 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.

21. REMEDIES

21.1. 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.

21.2. 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. GENERAL PROVISIONS

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

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

c) The terms of all Deliverable(s), maintenance service rates/pricing, and associated offerings in this Agreement are equivalent to or better than those for comparable Contractor offerings to any other state or local government customer under like terms and conditions. If during the life of this Agreement Contractor provides more favorable terms for said offerings to another such customer, this Agreement shall thereupon be deemed amended to provide same to the State.

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

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

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

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

h) If the Department desires to obtain a version of the Licensed Software Deliverable that operates under an operating system not specified in the Exhibit, 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

23. 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.

24. AUDIT REQUIREMENT FOR STATE GRANTS

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

25. 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.

26. 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.

27. 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.

28. 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.

29. 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.

30. 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.

31. 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.

32. 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 for a period of six (6) months, or for a mutually agreeable time from the date transfer was initiated, the Contractor shall cooperate fully with the State, and do and perform all acts and things that DOIT deems to be necessary or appropriate, at Contractor's then-current labor rates for such services, to ensure continuity of state agency information system and telecommunication system facilities, equipment and services so that there is no disruption or interruption in performance as required or permitted in the 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: 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 Systems related to or arising out of the Contract, subcontract or amendment, no later than 10 days from the date Contractor shall deliver the Systems to the State, during the State's business hours, in good working order and in appropriately protective packaging to ensure delivery without damage. Concurrent with this delivery, the Contractor shall also deliver all Systems-related operation manuals and other documentation in whatever form they exist and a list of all Systems passwords and security codes; (2) all software created or modified pursuant to the Contract, subcontract or amendment: all software, including all applicable licenses, purchased, created or modified pursuant to the Contract, subcontract or amendment-- Unless a shorter period is necessary or appropriate to ensure compliance with subsection (a) above, in which case that shorter period shall apply, the Contractor shall deliver to the State, F.O.B. East Hartford, Connecticut or other State location which DOIT identifies, all software, including all applicable licenses, purchased, created or modified pursuant to the Contract, subcontract or amendment no later than 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,

during the State's business hours, the software, including its source code, if applicable, in good working order, readily capable of being maintained and modified, and housed in appropriately protective packaging or hardware to ensure delivery without damage. Concurrent with this delivery, the Contractor shall also deliver all related operation manuals and other documentation in whatever form they exist and a list of all applicable passwords and security codes. The Contractor shall deliver record layouts, including field attributes, field descriptions, key field identification and any available documentation to support the Department with moving their data into a replacement application; and (3) all Public Records, as defined in Conn. Gen. Stat. §4d-33, which the Contractor or Contractor Parties possess or create pursuant to the 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.

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

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

33. 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.

34. 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.

35. 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.

36. 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.

37. 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.

38. 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.

39. 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 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.

40. 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.

41. 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.

42. 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.

43. 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, Executive Order No. 14 of Governor M. Jodi Rell, promulgated April 17, 2006, concerning procurement of cleaning products and services, Executive Order No. 19 of Governor M. Jodi Rell, promulgated June 19, 2008 concerning use of System Development Methodologies in accordance with their respective terms and conditions.

44. 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.

45. OWNERSHIP OF DATA

It is understood and agreed by Contractor that any and all data hosted by Contractor on behalf of the Department will remain the sole property of the Department and the Department 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.

46. 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.

47. 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.

48. ENTIRETY OF AGREEMENT

This Agreement includes the SIGNATURE PAGE OF AGREEMENT. To the extent the provisions of the previously mentioned Product Schedule, the Project Implementation Summary, the Project Implementation Schedule and any aforementioned Exhibit do not contradict the provisions of Sections 1 through 47 of this Agreement, said documents are incorporated herein by reference and made a part hereof as though fully set forth herein. This Agreement, as thus constituted, contains the complete and exclusive statement of the terms and conditions agreed to by the parties hereto and shall not be altered, amended, or modified except in writing executed by an authorized representative of each party.

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SIGNATURE PAGE OF AGREEMENT

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

FOR: _____	FOR: STATE OF CONNECTICUT
BY: _____	BY: _____
NAME: _____	Richard Bailey
TITLE: _____	Deputy Chief Information Officer
_____	Department of Information Technology
_____	duly authorized
DATE: _____	DATE: _____

APPROVED AS TO FORM:

_____

Attorney General of the State of Connecticut

DATE: _____

Attachment 6 – Business, Technical and Operational Requirements

Table of Contents

Page

1.0 Introduction……..... 2

2.0 Background…….……...……. 2

3.0 Business Requirements……... 2

4.0 System Requirements……..... 3

5.0 Technical Requirements……. 6

6.0 Operational Requirements…….. 6

7.0 Optional Components...……..……. 7

Modernized E-File

1.0 Introduction

The Connecticut Department of Revenue Services (DRS) administers the tax laws of the State of Connecticut and is committed to collecting tax revenues in the most cost effective manner. The agency is responsible for ensuring voluntary compliance with the tax laws through accurate, efficient and courteous customer services. It accomplishes this by educating the public about their tax responsibilities and by assisting taxpayers in filing appropriate tax returns and paying taxes. DRS also has the authority to initiate action to collect unpaid taxes and apply enforcement measures when necessary. DRS is responsible for exercising its authority fairly and impartially for both the State and the taxpayer and for performing in a manner which instills public confidence in the integrity and fairness of the state's tax programs.

2.0 Background

The State of Connecticut is seeking solutions to support the Internal Revenue Service (IRS) Modernized e-File (MeF) initiative. MeF is an integrated, web-based architecture that utilizes Extensible Markup Language (XML) files and serves as a replacement for the existing electronic filing platform. MeF results in a more efficient and scalable e-File system. The IRS is currently transmitting corporate and partnership returns using this new format and is actively working with the States and software companies to implement MeF for personal income tax returns (1040 forms) in January 2010. At that time, DRS expects to be ready to receive personal income tax returns filed through the MeF program. Connecticut also plans to expand the program to other tax forms.

After a three year phase-in of MeF, legacy IRS Fed/State 1040 – Personal Income Tax e-file systems will be discontinued. This means that if Connecticut has not migrated to the MeF format, DRS cannot continue to receive personal income returns electronically through the IRS. States may elect to use the new MeF architecture during an initial rollout period.

Each state must implement a web services gateway that can request and receive returns from the IRS and also provide acknowledgements back to the IRS. The IRS publishes standards for the states to use for web services communications, provides the XML code for Web Services Definition Language (WSDL), and specifications for security measures (i.e. digital certificates). The IRS also expects each participant to be prepared to monitor transmission volumes and patterns of receipt and adjust system capacity accordingly. These standards are the basis for participation.

3.0 Business Requirements

The hardware/software solution that the State of CT Department of Revenue Services Department (DRS) is seeking will support the secure high-speed and concurrent transmission of business and personal tax electronic filings and payments within the context of the IRS MeF program. The environment should be flexible enough to support other, similar initiatives.

DRS expects to receive both very large single taxpayer files (such as Corporation Partnership submissions) as well as high-volume transmissions (50,000 personal income tax returns a day during peak filing). While our more immediate focus will be on MeF initiatives, the DRS envisions that the system will be used to support future eFiling programs.

It is also expected that the environment will support independent/concurrent front-end and back-end processes.

The retrieval of MeF data from the IRS will use SOAP-based messaging supported by Application to Application Web-Services. Additional services will support the expansion of ZIP files retrieved from the IRS, and appropriate validation and dispersion of the contents. These files will contain a mixture of XML-instance documents and binary files such as PDF attachments.

Ultimately the data will be transformed into interface files to be used by the DRS tax accounting system, the automated clearing house (ACH) payment system, and tax auditing systems.

The solution should include environments for Production and Test/Development, and should support the creation and testing of federal and TIGERS-compliant schemas, as well as independent schemas that may be developed.

4.0 System Requirements

The goal of this Request for Proposals is to provide the hardware and/or software solution that enables DRS to participate in the IRS Modernized e-File program. Vendors are instructed to prepare responses to this RFP in accordance with the instructions contained in Attachment 2, "Vendor Format Requirements," of this RFP. All proposals are required to meet DOIT's Enterprise-wide Technical Architecture requirements. Please refer to Attachment 13 of this RFP for specifics.

Each proposal is expected to present a comprehensive solution that will include the following system features:

4.1 Build Communications Gateway (Critical)

MeF supports a Web-Service channel (a.k.a. Application to Application channel or A2A channel). In this channel, SOAP with HTTP binding is used as the underlying protocol. The data exchanged is in the format of SOAP messages and the transport mechanism is HTTPS. The data content is in Extensible Markup Language (XML) files which are zipped together in Zip Archive format to create a single binary payload. Each "state submission" within the payload – the state filing for one taxpayer – has only one file of state return data, a copy of the federal return data when required, and non–XML documents (in PDF format) when required. A message may contain one or more submissions.

SOAP Message (HTTP Binding)
HTTP Headers
soap: Envelope
soap: Header
soap: Body
MeF Message Elements
WS-Security Header
MeF Security Elements
MeF Header (MeFHeader.xsd)

MeF Header Elements
WS-Addressing Header
MeF Addressing Elements

A. Gateway to/from IRS

Implement a web services gateway for communication with IRS to request and receive returns and to provide acknowledgements. The exact specifications for the web services, including the web services definition language (WSDL), are provided by the IRS. Fed/State returns will only be transmitted to the states through the IRS Application-to-Application services. The federal and state submissions may be transmitted in the same message payload, or they may be transmitted separately. A state submission which is not linked to a federal submission is sent to the state by the IRS regardless of whether a federal submission has been accepted by IRS for this taxpayer. Submissions (returns) will be transmitted individually and are made available on a continuous basis, as they are received and processed by IRS. In addition, the state can transmit acknowledgements and receipts while receiving submissions simultaneously when multiple concurrent sessions are used.
MeF Services are described in IRS publication "MeF State and Trading Partners Interface Control Document (ICD)". The current version is 2.5 (http://www.irs.ustreas.gov/pub/irs-utl/mef_state_and_trading_partner_icd_rev_03_26_08.doc). In addition, each MeF service application programming interface (API) has a corresponding test API. CT-DRS will be using IRS Strong Authentication (see IRS Pub. 4164 section 4.1.3 and IRS A2A Strong Authentication User Guide) with these APIs. The IRS MeF technical documents will likely be updated in the future to include IRS changes (example: TBD 1040 volume management strategy, 1040 Working Group changes announced on 9/4/2008).

Modernized System Infrastructure (MSI) Services

1) Login (ICD sections 1.7.1.2, 4.1.3, 4.1.4)
This service allows state to login to MeF system and create a session that can be used to make subsequent service requests.
2) Logout (ICD sections 1.7.1.3, 4.1.7, 4.1.8)
This service allows the state to logout of the MeF system and deletes its accompanying session.
3) EtinRetrieval (ICD sections 1.7.1.5, 4.1.9, 4.1.10)
This service allows a state to retrieve a list of ETINS and their status for a given state application system id.
4) EtinStatus (ICD sections 1.7.1.6, 4.1.11, 4.1.12)
This service allows a state to retrieve the status of an ETIN for a given state application system id.
5) GetStateParticipantList (ICD sections 1.7.1.7, 4.1.13, 4.1.14)
This service returns a list of states with their participant programs and corresponding statuses.

State Services

1) GetNewSubmissions (ICD sections 1.7.3.4, 4.2.1, 4.2.2)
This service allows a state to retrieve new submissions for a specified category of state submissions.
2) GetSubmissionsByMsgID (ICD sections 1.7.3.5, 4.2.3, 4.2.4)
This service allows a state to retrieve submissions previously retrieved by a GetNewSubmissions request.
3) GetSubmissions (ICD sections 1.7.3.7, 4.2.5, 4.2.6)
This service allows a state to retrieve submissions for a specified list of submission IDs.

4) GetSubmission (ICD sections 1.7.3.6, 4.2.7, 4.2.8)
This service allows a state to retrieve a submission for a specified submission ID.
5) SendSubmissionReceipts (ICD sections 1.7.3.9, 4.2.9, 4.2.10)
This service allows a state to indicate that the specified state returns have been successfully received by the state's application.
6) SendAcks (ICD sections 1.7.3.8, 4.2.11, 4.2.12)
This service allows a state to acknowledge the processing of state returns.
7) GetNewAckNotifications (ICD sections 1.7.3.3, 4.2.13, 4.2.14)
This service allows a state to retrieve information as to whether third-party transmitters have retrieved the acknowledgements submitted by the state for a particular ETIN.
8) GetAckNotifications (ICD sections 1.7.3.2, 4.2.15, 4.2.16)
This service allows a state to retrieve information as to whether third-party transmitters have retrieved the acknowledgements submitted by the state for a specified set of state returns.
9) GetAckNotification (ICD sections 1.7.3.1, 4.2.17, 4.2.18)
This service allows a state to retrieve information as to whether third-party transmitters have retrieved the acknowledgements submitted by the state for a specified state return.
10) GetSubmissionReconciliationList (ICD sections 1.7.3.10, 4.2.19, 4.2.20)
This service allows a state to retrieve a list of state return submission IDs for which the IRS has not received a receipt or acknowledgement from the state.

B. Technical Specifications Documentation

All information pertaining to technical specifications is available at the following IRS link:
http://www.irs.gov/efile/content/0,,id=171945,00.html

State of CT DRS will provide state schemas as they become available at the following link:
http://www.statemef.com

4.2 Submissions and Acknowledgements

Connecticut is responsible for the processing of the submissions, and returning acknowledgements to the IRS for retrieval by the transmitters.
At minimum, this *separately priced* solution must include the following:

A. Receiving Submissions

1. The gateway must have the capability to immediately transmit a "receipt" to IRS to signify that the submission was received in its entirety with no protocol errors.
2. The message attachment and each submission contained in the attachment must be unzipped. Each submission must be cross-checked against the information within the message and its own manifest for correctness.

B. Parse Submissions

1. Each XML submission must be checked for validity against Connecticut's schema. Invalid submissions should generally be rejected.
2. The XML data must be translated for further processing by backend systems.

C. Transmit Acknowledgements

1. The Acknowledgement is an XML file created according to a schema published by the IRS. Acknowledgements must be transmitted to IRS using the web services discussed previously. Acknowledgments may be sent to IRS in any order, and do not need to correspond exactly to the order or packaging in which the original submissions were received by the state.

D. Submission Storage

1. Includes the ability to store the submission in its original format.
2. Includes the ability to store the receipts and acknowledgements.

5.0 Technical Requirements:

A. Solution should not be limited to MeF and would offer additional capability for use with other Applications

B. Ability to support "pull" from IRS

C. Configurable to pull down a variable number of returns

D. Timestamps should be at a resolution of at least 1 millisecond

E. Provides configuration facility for, but not limited to, the following:

1) Schema set definitions
2) Control the number of concurrent processes or threads
3) Trace facility
4) Security logging
5) Ability to deny submissions from specific ETIN's and/or EFIN's
6) Configurability for backup/restore
7) How often to "pull" returns from the IRS

Specify any additional configuration facilities your solution offers

F. High Performance and scalable.

G. Allows for integration with DRS systems via plug-ins, hooks, or inter-process communications. Provide a description of how the product will allow DRS to incorporate custom logic at various processing points.

H. Fully compliant with Federal and State data security policies. Please refer to the following for specifics: http://www.irs.gov/pub/irs-pdf/p1075.pdf

I. Supports Web Services

J. Provides Dev/Test platforms with same functionality for lower cost

K. Protected from Malware including, but not limited to, computer viruses, worms, trojan horses, rootkits, spyware, adware, and crimeware

L. Provide functionality that supports customized and ad hoc queries

M. Includes a configurable trace/logging and/or debug facility to assist with troubleshooting

N. Tracking & logging of information: The information system must generate audit records for all security-relevant events, including all security and system administrator accesses. The audit trail shall capture all actions, connections and requests performed by privileged users. The audit trail shall capture: i) the date of the system event; ii) the time of the system event; iii) the type of system event initiated; and iv) the user account, system account, service or process responsible for initiating the system event. The audit trail shall capture modifications to administrator account(s) and administrator group account(s) including: i) escalation of user account privileges commensurate with administrator-equivalent account(s); and ii) adding or deleting users from the administrator group account(s). The audit trail shall be restricted to personnel routinely responsible for performing security audit functions.

6.0 Operational Requirements

6.1 User, Technical and Administrative Documentation

Documentation associated with the proposed system must be provided both in hard copy and in an electronic format. Vendors must explain the process that will be used to create, provide and modify documentation during the term of the contract. Documentation must be presented in a manner consistent with industry standards and is subject to approval by DRS. Documentation must be kept current, meaning revised after each upgrade or modification to the system. The following documentation is required:

1. A Users' Manual that describes the system for end users that is written in a simple, straightforward style that is suitable for a non-technical user.
2. Technical documentation showing all inputs, outputs and programs in the system in a logical sequence.
3. Dataflow diagrams, including user/computer interaction and the process flow at the transaction level.
4. A data dictionary detailing naming conventions, data elements, relationships among entities, etc.
5. An inventory of reports and other outputs that will be generated by the system.
6. The logical and physical database designs.
7. File documentation for each permanent file.
8. Operating procedures, including backup and recovery
9. Application security procedures
10. Application startup/shutdown procedures
11. Software installation requirements, including memory, disk, software requirements and others.
12. Change control and version management procedures
13. Auditing and testing procedures.
14. System troubleshooting and system tuning procedures and features.
15. Report writer procedures.
16. Use of software tools and debugging aids.
17. Full system documentation.
18. Programmers guide to integration with other systems.

6.2 Training

The selected vendor will be responsible for the development and delivery of all training, and must provide a sample of the training methodology and strategy to be used for managing training. Materials and plans are subject to DRS' approval prior to use. The training will be conducted at DRS' offices. The vendor must provide:

1. Training materials in both electronic and hard copy.
2. A Training Plan
3. An overview of the system
4. A training region (or "sandbox") to assist users in gaining proficiency with the application
5. Detailed training for technical staff.

7.0 Optional Components

7.1 Develop Viewing System (Optional)

Potential vendors may propose an optional, *separately priced* solution for viewing electronically filed returns. The returns must be able to be displayed to CT DRS personnel for purposes such as error

resolution and audit. It is necessary to convert the submission to a more readable format. The preferred solution will target the IE browser and be implemented using VB.NET 2008, IIS, and ASP.NET 3.5.

A. XML Data

Connecticut DRS needs the capability to view the data submitted in the XML Federal and State returns, and binary attachments.

7.2 Develop Back End System (Optional)

Potential vendors may propose an optional, *separately priced solution* for development of a back end system. The back end system should apply business rules for verification and rejection of inaccurate data to each submission. CT DRS will provide business rules for validating direct payments, grace period logic, date verification, etc.

7.3 Building the State Schema Set Using TIGERS Standards (Optional)

Potential vendors may propose an optional, *separately priced solution* for developing and building the State defined schema package for Connecticut. This package will include the schemas for each major form and schedule to be included in Connecticut's e-File program (CT-1120, CT-1065/1120SI and CT-1040). Each schema must meet the TIGERS Standards for Fedstate MeF and the TIGERS Best Practices - these documents are available at: http://www.statemef.com Also, each schema must be submitted to, and approved by TIGERS to allow Connecticut's participation in the MeF program.

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

CONTRACT COMPLIANCE REGULATIONS *Page 1 of 4*	**STATE OF CONNECTICUT COMMISSION ON HUMAN RIGHTS AND OPPORTUNITIES (CHRO)**	CHRO-4

CONTRACT COMPLIANCE REGULATIONS
NOTIFICATION TO BIDDERS

The contract to be awarded is subject to contract compliance requirements mandated by Sections 4a-60 and 4a-60a of the CONN. GEN. STAT.; and, when the awarding agency is the State, Sections 46a-71(d) and 46a-81i(d) of the CONN. GEN. STAT. There are Contract Compliance Regulations codified at Section 46a-68j-21 through 43 of the Regulations of Connecticut State Agencies which establish a procedure for the awarding of all contracts covered by Sections 4a-60 and 46a-71(d) of the CONN. GEN. STAT.

According to Section 46a-68j-30(9) of the Contract Compliance Regulations, every agency awarding a contract subject to the Contract Compliance Requirements has an obligation to "aggressively solicit the participation of legitimate minority business enterprises as bidders, contractors, subcontractors, and suppliers of materials." "Minority business enterprise" is defined in Section 4a-60 of the CONN. GEN. STAT. as a business wherein fifty-one percent or more of the capital stock, or assets belong to a person or persons: "(1) Who are active in daily affairs of the enterprise; (2) who have the power to direct the management and policies of the enterprise; and (3) who are members of a minority, as such term is defined in subsection (a) of section 32-9n." Minority groups are defined in section 32-9n of the CONN. GEN. STAT. as "(1) Black Americans... (2) Hispanic Americans... (3) persons who have origins in the Iberian Peninsula... (4) Women... (5) Asian Pacific American and Pacific Islanders; (6) American Indians..." A business owned by an individual(s) with a physical disability is also a minority business enterprise as provided by Section 32-9e of the CONN. GEN. STAT. The above definitions apply to the contract compliance requirements by virtue of Section 46a-68j-21(11) of the Contract Compliance

The awarding agency will consider the following factors when reviewing the bidder's qualifications under the contract compliance requirements:

(A) the bidder's success in implementing an affirmative action plan;
(B) the bidder's success in developing an apprenticeship program complying with Sections 46a-68-1 to 46a-68-17 inclusive, of the Regulations of Connecticut State Agencies;
(C) the bidder's promise to develop and implement a successful affirmative action plan;
(D) the bidder's submission of EEO-1 data indicating that the composition of its workforce is at or near parity when compared to the racial and gender composition of the workforce in the relevant labor market area; and,
(E) the bidder's promise to set aside a portion of the contract for legitimate minority business enterprises. See Section 46a-68j-30(10)(E) of the Contract Compliance Regulations.

INSTRUCTIONS AND OTHER INFORMATION

The following <u>BIDDER CONTRACT COMPLIANCE MONITORING REPORT</u> must be completed in full, signed, and included with the Proposal submitted in response to this RFP.

The contract awarding agency and the Commission on Human Rights and Opportunities will use the information contained thereon to determine the bidder's compliance to Sections 4a-60 and 4a-60a CONN. GEN. STAT., and Sections 46a-68j-23 of the Regulations of Connecticut State Agencies regarding equal employment opportunity, and the bidder's "good faith efforts" to include minority business enterprises as subcontractors and suppliers for the work of the contract.

1) Definition of Small Contractor

Section 32-9e CONN. GEN. STAT. defines a small contractor as a company that has been doing business under the same management and control and has maintained its principal place of business in Connecticut for a one year period immediately prior to its application for certification under this section, had gross revenues not exceeding ten million dollars in the most recently completed fiscal year, and at least fifty-one percent of the ownership of which is held by a person or persons who are active in the daily affairs of the company, and have the power to direct the management and policies of the company, except that a non-profit corporation shall be construed to be a small contractor if such nonprofit corporation meets the requirements of subparagraphs (A) and (B) of subdivision 32-9e CONN. GEN. STAT.

CONTRACT COMPLIANCE REGULATIONS *Page 2 of 4*	**STATE OF CONNECTICUT COMMISSION ON HUMAN RIGHTS AND OPPORTUNITIES (CHRO)**	CHRO-4

2) Description of Job Categories (as used in Part IV Bidder Employment Information)

Officials, Managers and Supervisors - Occupations requiring administrative personnel who set broad policies, exercise over-all responsibility for execution of these policies, and direct individual departments or special phases of a firm's operations. Includes officials, executives, middle management, plant managers, department managers, and superintendents, salaried forepersons who are members of management, purchasing agents and buyers, and kindred workers.

Professionals - Occupations requiring either college graduation or experience of such kind and amount as to provide a comparable background. Includes: accountants and auditors, airplane pilots and navigators, architects, artists, chemists, designers, dietitians, editors, engineers, lawyers, librarians, mathematicians, natural scientists, personnel and labor relations workers, physical scientists, physicians, social scientists, teachers, kindred workers.

Technicians - Occupations requiring a combination of basic scientific knowledge and manual skill which can be obtained through about 2 years of post high school education, such as is offered in technical institutes and junior colleges, or through equivalent on-the-job training. Includes: draftspersons, engineering aides, junior engineers, mathematical aides, nurses, photographers, radio operators, scientific assistants, surveyors, technical illustrators, technicians (medical, dental, electronic, physical sciences), and kindred workers.

Sales Workers - Occupations engaging wholly or primarily in direct selling. Includes: advertising agents and sales persons, insurance agents and brokers, real estate agents and brokers, stock and bond salespersons, demonstrators, sales people and sales clerks, and kindred workers.

Office and Clerical Workers - Includes all clerical type work regardless of level of difficulty, where the activities are predominantly non-

Skilled Workers - Manual workers of relatively high skill level having a thorough and comprehensive knowledge of the processes in their work. They exercise considerable independent judgment and usually receive an extensive period of training. Includes: building trades hourly paid forepersons and lead persons who are not members of management, mechanics and repair people, skilled machining occupations, compositors and typesetters, electricians, engravers, job setters (metal), motion picture projectionists, pattern and model makers, stationary engineers, tailors, and kindred workers.

Semi-Skilled Workers - Workers who operate machine or processing equipment or perform other factory type duties of intermediate skill level which can be mastered in a few weeks and require only limited training.

Unskilled Workers - Workers in manual occupations which generally require no special training. Perform elementary duties that may be learned in a few days and require application of little or no independent judgment. Includes: garage laborers, car washers and greasers, gardeners (except farm) and grounds keepers, longshore persons and stevedores, wood cutters and choppers, laborers performing lifting, digging, mixing, loading, and pulling operations, and kindred workers.

Service Workers - Workers in both protective and non-protective service occupations. Includes: attendants (hospital and other institution, professional, and personal service), barbers, cleaning workers, cooks (except house-hold), counter and fountain workers, fire fighters, police officers and detectives, security workers and doorkeepers, stewards, janitors, porters, food servers and kindred workers.

Apprentices - Persons employed in a program including work training and related instruction to learn a trade or craft which is traditionally considered an apprenticeship, regardless of

manual though some manual work not directly involved with altering or transporting the products is included. Includes: bookkeepers, cashiers, collectors (bills and accounts), messengers and office workers, office machine and computer operators, shipping and receiving clerks, stenographers, typists and secretaries, telegraph and telephone operators, and kindred workers.	whether the program is registered with a state or federal agency. **Trainees** - Persons engaged in a formal training for craft worker when not trained under an apprenticeship program. Includes: operatives, laborer and service occupations. Also includes persons engaged in formal training for official, managerial, professional, technical, sales, office, and clerical occupations.

3) Definition of Racial and Ethnic Terms (as used in Part IV Bidder Employment Information)

White (not of Hispanic Origin) - All persons having origins in any of the original peoples of Europe, North Africa, or the Middle East. **Black** (not of Hispanic Origin) - All persons having origins in any of the Black racial groups of Africa. **Hispanic** All persons of Mexican, Puerto Rican, Cuban, Central or South American, or other Spanish culture or origin, regardless of race.	**Asian or Pacific Islander** All persons having origins in any of the original peoples of the Far East, Southeast Asia, Indian subcontinent or Pacific Islands. Includes China, India, Japan, Korea, Philippine Islands, & Samoa. **American Indian or Alaskan Native** All persons having origins in any of the original peoples of North America, and who maintain cultural identification through tribal affiliation or community recognition.

CONTRACT COMPLIANCE REGULATIONS *Page 3 of 4*	**STATE OF CONNECTICUT COMMISSION ON HUMAN RIGHTS AND OPPORTUNITIES (CHRO)**	CHRO-4

BIDDER CONTRACT COMPLIANCE MONITORING REPORT

PART I - Bidder Information

Company Name Street Address City & State Chief Executive	Bidder Federal Employer Identification Number (FEIN) or Social Security Number (SSN)
Major Business Activity (brief description)	Bidder Identification (response optional/definitions on page 1) -Is bidder a small contractor? ☐ Yes ☐ No -Is bidder a minority business enterprise? ☐ Yes ☐ No If Yes, check ownership category ☐ Black ☐ Hispanic ☐ Asian American ☐ American Indian/Alaskan Native ☐ Iberian Peninsula ☐ Individual(s) with a Physical Disability ☐ Female -Is bidder certified as above by the State of CT (DAS)? ☐Yes ☐ No
Bidder Parent Company (if any)	
Other Locations in CT (if any)	

PART II - Bidder Non-Discrimination Policies & Procedures

1. Does your company have a written Equal Employment Opportunity statement posted on company bulletin boards? ☐ Yes ☐ No	7. Do all of your company contracts and purchase orders contain non-discrimination statements as required by Sections 4a-60 & 4a-60a of the Conn. Gen. Stat.? ☐ Yes ☐ No
2. Does your company have a written sexual harassment in the workplace policy posted on company bulletin boards? ☐ Yes ☐ No	8. Do you, upon request, provide reasonable accommodation to employees or applicants for employment who have physical or mental disability? ☐ Yes ☐ No
3. Do you notify all recruitment sources in writing of your company non-discrimination employment policy? ☐ Yes ☐ No	9. Does your company have a mandatory retirement age for all employees? ☐ Yes ☐ No

4. Do your company advertisements contain a written statement that you are an Equal Opportunity Employer? ☐ Yes ☐ No	10. If your company has 50 or more employees, have you provided at least two (2) hours of sexual harassment training to all of your supervisors? ☐ Yes ☐ No ☐ NA
5. Do you notify the CT State Employment Service of all employment openings with your company? ☐ Yes ☐ No	11. If your company has apprenticeship programs, do they meet the equal opportunity requirements of the apprenticeship standards of the CT Dept. of Labor? ☐ Yes ☐ No ☐ NA
6. Does your company have a collective bargaining agreement with workers? ☐ Yes ☐ No 6a. If yes, do the collective bargaining agreements contain non-discrimination clauses covering all workers ☐ Yes ☐ No 6b. Have you notified each union, in writing, of your commitments under the non-discrimination requirements of contracts with the State of CT? ☐ Yes ☐ No	12. Does your company have a written affirmative action plan? ☐ Yes ☐ No 13. Is there a person in your company who is responsible for Equal Employment Opportunity? ☐ Yes ☐ No If yes, provide name and phone number:

PART III - Bidder Subcontracting Practices

1. Will the work of this contract include subcontractors or suppliers? ☐ Yes ☐ No
   1a. If yes, list all the subcontractors and suppliers and report if they are a small contractor and/or a minority business enterprise (as defined on page 1). Attach additional sheets if necessary.
   1b. Will the work of this contract require additional subcontractors or suppliers other than those identified in 1a. above?
   ☐ Yes ☐ No

CONTRACT COMPLIANCE REGULATIONS (CHRO) *Page 4 of 4*	**STATE OF CONNECTICUT COMMISSION ON HUMAN RIGHTS AND OPPORTUNITIES (CHRO)**	CHRO-4

PART IV - Bidder Employment Information

JOB CATEGORY	OVERALL TOTALS		WHITE (NOT OF HISPANIC ORIGIN)		BLACK (NOT OF HISPANIC ORIGIN)		HISPANIC		ASIAN / PACIFIC ISLANDER		AMERICAN INDIAN OR ALASKAN NATIVE	
	F	M	F	M	F	M	F	M	F	M	F	M
Officials/Managers												
Professionals												
Technicians												
Sales Workers												
Office/Clerical												
Craft Workers												
Laborers (Unskilled)												
Service Workers												
TOTALS ABOVE												
Total One Year Ago												
FORMAL ON-THE-JOB TRAINEES (ENTER FIGURES FOR THE SAME CATEGORIES AS ARE SHOWN												
Apprentices												
Trainees												

According to the above employment report, is the composition of your workforce at or near parity when compared with the racial and gender composition of the workforce in the relevant labor market area?
☐ Yes ☐ No

PART V - Bidder Hiring and Recruitment Practices

1. Which of the following recruitment sources are used by you? (Check yes or no, and report percentage used)				2. Check (✓) any of the requirements listed below that you use as a hiring qualification.		3. Describe below any other practices or actions that you take which show that you hire, train, and promote employees without discrimination.
SOURCE	YES	NO	% of applicants provided by source	**(✓)**		
State Employment Service					Work Experience	
Private Employment Agencies					Ability to Speak or Write English	
Schools and Colleges					Written Tests	
Newspaper Advertisement					High School Diploma	
Walk Ins					College Degree	
Present Employees					Union Membership	
Minority/Community Organizations					Personal Recommendation	
Labor Organizations					Height or Weight	
Others (please identify)					Car Ownership	
					Arrest Record	
					Wage Garnishment	

Certification (Read this form and check your statements on it CAREFULLY before signing). I certify that the statements made by me on this BIDDER CONTRACT COMPLIANCE MONITORING REPORT are complete and true to the best of my knowledge and belief, and are made in good faith. I understand that if I knowingly make any misstatement of facts, I am subject to be declared in non-compliance with Section 4a-60, 4a-60a, and related sections of the CONN. GEN. STAT.

Signature	Title	Date Signed	Telephone

Attachment 8 – Vendor's Checklist

This signed CHECKLIST is required to be submitted with your proposal.

1.) We have listed our contact person's name, title, address, phone #, email, etc. including the Company's FEIN number: _____

2.) We have provided the RFP response in properly marked, sealed envelopes or boxes before the proposal due date and time _____

3.) We have provided our proposal following the page and text formats required. _____

4.) We have completed the Vendor Questionnaire (Attachment 1). _____

5.) We have completed the Transmittal Letter as required, and have included the required forms and signed face sheets for each amendment issued after issuance of the RFP. _____

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

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

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

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

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

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

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

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

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

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

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

17.) We have completed the required Vendor Certifications . _____

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

19.) We have read and understand the State of Connecticut Conceptual Architecture Principles and Requirements for Technical Architecture. We have also read and understand the nine domain architecture documents that comprise the Enterprise Wide Technical Architecture: _____

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

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

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

VENDOR NAME: _____

SUBMITTED BY: _____
SIGNATURE

_____
PRINT

DATE: _____

ATTACHMENT 9 - VENDOR CERTIFICATIONS

1) OPM Ethics Form 1 – Gift and Campaign Contribution Certification.

2) OPM Ethics Form 5 – Consulting Agreement Affidavit.

3) OPM Ethics Form 6 – Affirmation of Receipt of State Ethics Laws Summary

4) Plain Language Summary of State Ethics Laws for Current and Potential State Contractors.

5) SEEC FORM 11 - Notice To Executive Branch State Contractors And Prospective State Contractors Of Campaign Contribution And Solicitation Ban.

6) Nondiscrimination Certification Requirement

7) Nondiscrimination Certification Form (to be used by Corporations)

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

STATE OF CONNECTICUT
GIFT AND CAMPAIGN CONTRIBUTION CERTIFICATION

Certification to accompany a State contract with a value of $50,000 or more in a calendar or fiscal year, pursuant to C.G.S. §§ 4-250 and 4-252(c); Governor M. Jodi Rell's Executive Orders No. 1, Para. 8, and No. 7C, Para. 10; and C.G.S. §9-612(g)(2), as amended by Public Act 07-1

INSTRUCTIONS:

Complete all sections of the form. Attach additional pages, if necessary, to provide full disclosure about any lawful campaign contributions made to campaigns of candidates for statewide public office or the General Assembly, as described herein. Sign and date the form, under oath, in the presence of a Commissioner of the Superior Court or Notary Public. Submit the completed form to the awarding State agency at the time of initial contract execution (and on each anniversary date of a multi-year contract, if applicable).

CHECK ONE: ☐ Initial Certification ☐ Annual Update (Multi-year contracts only.)

GIFT CERTIFICATION:

As used in this certification, the following terms have the meaning set forth below:

1) "Contract" means that contract between the State of Connecticut (and/or one or more of it agencies or instrumentalities) and the Contractor, attached hereto, or as otherwise described by the awarding State agency below;
2) If this is an Initial Certification, "Execution Date" means the date the Contract is fully executed by, and becomes effective between, the parties; if this is an Annual Update, "Execution Date" means the date this certification is signed by the Contractor;
3) "Contractor" means the person, firm or corporation named as the contactor below;
4) "Applicable Public Official or State Employee" means any public official or state employee described in C.G.S. §4-252(c)(1)(i) or (ii);
5) **"Gift"** has the same meaning given that term in C.G.S. § 4-250(1);
6) "Planning Start Date" is the date the State agency began planning the project, services, procurement, lease or licensing arrangement covered by this Contract, as indicated by the awarding State agency below; and
7) "Principals or Key Personnel" means and refers to those principals and key personnel of the Contractor, and its or their agents, as described in C.G.S. §§ 4-250(5) and 4-252(c)(1)(B) and (C).

I, the undersigned, am the official authorized to execute the Contract on behalf of the Contractor. I hereby certify that, between the Planning Start Date and Execution Date, neither the Contractor nor any Principals or Key Personnel has made, will make (or has promised, or offered, to, or otherwise indicated that he, she or it will, make) any **Gifts** to any Applicable Public Official or State Employee.

I further certify that no Principals or Key Personnel know of any action by the Contractor to circumvent (or which would result in the circumvention of) the above certification regarding **Gifts** by providing for any other principals, key personnel, officials, or employees of the Contractor, or its or their agents, to make a **Gift** to any Applicable Public Official or State Employee. I further certify that the Contractor made the bid or proposal for the Contract without fraud or collusion with any person.

CAMPAIGN CONTRIBUTION CERTIFICATION:

I further certify that, on or after December 31, 2006, neither the Contractor nor any of its principals, as defined in C.G.S. § 9-612(g)(1), has made any **campaign contributions** to, or solicited any contributions on behalf of, any exploratory committee, candidate committee, political committee, or party committee established by, or supporting or authorized to support, any candidate for statewide public office, in violation of C.G.S. § 9-612(g)(2)(A). I further certify that **all lawful campaign contributions** that have been made on or after December 31, 2006 by the Contractor or any of its principals, as defined in C.G.S. § 9-612(g)(1), to, or solicited on behalf of, any exploratory committee, candidate committee, political committee, or party committee established by, or supporting or authorized to support any candidates for statewide public office or the General Assembly, are listed below:

STATE OF CONNECTICUT
GIFT AND CAMPAIGN CONTRIBUTION CERTIFICATION

Lawful Campaign Contributions to Candidates for Statewide Public Office:

Contribution Date Description	Name of Contributor	Recipient	Value

Lawful Campaign Contributions to Candidates for the General Assembly:

Contribution Date Description	Name of Contributor	Recipient	Value

Sworn as true to the best of my knowledge and belief, subject to the penalties of false statement.

_____ _____
Printed Contractor Name **Signature of Authorized Official**

Subscribed and acknowledged before me this _____ day of _____, 200__.

_____
Commissioner of the Superior Court (or Notary Public)

For State Agency Use Only

Department of Information Technology _____
Awarding State Agency Planning Start Date

_____
Contract Number or Description

STATE OF CONNECTICUT
CONSULTING AGREEMENT AFFIDAVIT

Affidavit to accompany a State contract for the purchase of goods and services with a value of $50,000 or more in a calendar or fiscal year, pursuant to Connecticut General Statutes §§ 4a-81(a) and 4a-81(b)

INSTRUCTIONS:

If the bidder or vendor has entered into a consulting agreement, as defined by Connecticut General Statutes § 4a-81(b)(1): Complete all sections of the form. If the bidder or vendor has entered into more than one such consulting agreement, use a separate form for each agreement. Sign and date the form in the presence of a Commissioner of the Superior Court or Notary Public. **If the bidder or vendor has not entered into a consulting agreement, as defined by Connecticut General Statutes § 4a-81(b)(1):** Complete only the shaded section of the form. Sign and date the form in the presence of a Commissioner of the Superior Court or Notary Public.

Submit completed form to the awarding State agency with bid or proposal. For a sole source award, submit completed form to the awarding State agency at the time of contract execution.

This affidavit must be amended if the contractor enters into any new consulting agreement(s) during the term of the State contract.

AFFIDAVIT: [Number of Affidavits Sworn and Subscribed On This Day: _____]

I, the undersigned, hereby swear that I am the chief official of the bidder or vendor awarded a contract, as described in Connecticut General Statutes § 4a-81(a), or that I am the individual awarded such a contract who is authorized to execute such contract. I further swear that I have not entered into any consulting agreement in connection with such contract, **except for the agreement listed below**:

_____ _____
Consultant's Name and Title Name of Firm (if applicable)

_____ _____ _____
Start Date End Date Cost

Description of Services Provided: _____

_____

_____

Is the consultant a former State employee or former public official? ☐ YES ☐ NO

If YES: _____ _____
Name of Former State Agency Termination Date of Employment

Sworn as true to the best of my knowledge and belief, subject to the penalties of false statement.

_____ _____ _____
Printed Name of Bidder or Vendor **Signature of Chief Official or Individual** **Date**

_____ Dept. of Information Technology
Printed Name (of above) Awarding State Agency

Sworn and subscribed before me on this _____ day of _____, 200__.

_____
Commissioner of the Superior Court
or Notary Public

STATE OF CONNECTICUT

AFFIRMATION OF RECEIPT OF STATE ETHICS LAWS SUMMARY

Affirmation to accompany a large State construction or procurement contract, having a cost of more than $500,000, pursuant to Connecticut General Statutes §§ 1-101mm and 1-101qq

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INSTRUCTIONS:

Complete all sections of the form. Submit completed form to the awarding State agency or contractor, as directed below.

CHECK ONE:

☐ I am a person seeking a large State construction or procurement contract. I am submitting this affirmation to the awarding State agency with my bid or proposal. [Check this box if the contract will be awarded through a competitive process.]

☐ I am a contractor who has been awarded a large State construction or procurement contract. I am submitting this affirmation to the awarding State agency at the time of contract execution. [Check this box if the contract was a sole source award.]

☐ I am a subcontractor or consultant of a contractor who has been awarded a large State construction or procurement contract. I am submitting this affirmation to the contractor.

IMPORTANT NOTE:

Contractors shall submit the affirmations of their subcontractors and consultants to the awarding State agency. Failure to submit such affirmations in a timely manner shall be cause for termination of the large State construction or procurement contract.

AFFIRMATION:

I, the undersigned person, contractor, subcontractor, consultant, or the duly authorized representative thereof, affirm (1) receipt of the summary of State ethics laws* developed by the Office of State Ethics pursuant to Connecticut General Statutes § 1-81b and (2) that key employees of such person, contractor, subcontractor, or consultant have read and understand the summary and agree to comply with its provisions.

* The summary of State ethics laws is available on the State of Connecticut's Office of State Ethics website at http://www.ct.gov/ethics/lib/ethics/contractors_guide_final2.pdf

_____ _____
Signature Date

_____ _____
Printed Name Title

_____
Firm or Corporation (if applicable)

_____ _____ ____ _____
Street Address City State Zip

Department of Information Technology
Awarding State Agency

Plain Language Summary of State Ethics Laws for Current and Potential State Contractors

Note: The following is a summary of the major ethics laws and related provisions applicable to current and potential state contractors. For more detailed information or to discuss any questions you may have, contact the Office of State Ethics at (860) 566-4472.

RESTRICTIONS ON THE BENEFITS YOU MAY GIVE TO STATE PERSONNEL

GIFTS: In general, no one doing business with or seeking business from a state or quasi-public agency may give a gift to an official or employee of that agency. Connecticut's gift ban is strict, but has some exceptions. For example, under the Ethics Code, you may give: (1) food and drink up to $50 per person per year, if the person paying, or his or her representative, is in attendance; and (2) tangible gifts up to $10 per item up to $50 per person per year. Also exempt are certain items such as informational materials, or plaques costing less than $100. For a complete list of the Code's gift exceptions, consult Conn. Gen. Stat. § 1-79(e) or contact the Office of State Ethics.

IMPORTANT RECENT CHANGE IN LAW: As of July 1, 2004, gifts for "major life events," including a wedding or the birth of a child, which were previously exempt from the gift ban, are now subject to the strict gift limits outlined above if the gifts are provided by any individual or entity doing business with or seeking business from the state.

NOTE: State agencies may have stricter gift rules than the provisions of the Ethics Code (for example, an agency policy may ban all food and drink). Be sure to obtain a copy of the agency's ethics policy before you provide any benefit to an agency official/employee.

NECESSARY EXPENSES: Under the Ethics Code, you may not pay a fee or an honorarium to a state official or employee for making a speech or appearing at your organization's event. You may, however, under limited circumstances, pay the "necessary expenses" of such a state servant. These expenses are limited to: necessary travel, lodging for the nights before, or and after the speech, meals and conference fees. There may be reporting requirements attached to the giving and taking of necessary expenses, so contact the Office of State Ethics if you need more information. NOTE: Before providing necessary expenses, check with the state agency's ethics officer to determine if the agency allows such payments.

GIFTS TO THE STATE: The Ethics Code allows limited "gifts to the state" which facilitate state action or functions (for example, donating a piece of equipment to the agency).

NOTE: Recent legislation was passed that may impact gifts to the state. Please contact the Office of State Ethics before giving a gift to the state to determine if such donations are acceptable.

RULES ON HIRING STATE PERSONNEL

Before you hire a current or **former** state employee, you should be aware of certain provisions of the Ethics Code. First, if you are considering hiring a current state employee, especially from a state agency with which you do business or by which you are regulated, you should know the following:

A current state employee must not accept outside employment that impairs his independence of judgment regarding his state duties, or that encourages him to disclose confidential information learned in his state job. Also, a current state employee may not use his or her state position for financial gain, however inadvertent that use may be. Therefore, for example, a current state employee who exercises any contractual, supervisory or regulatory authority over you or your business may not be able to work for you.

Second, if you are considering hiring a **former** state employee, you should be aware of the Ethics Code's post-state employment, or revolving door, laws:

If you hire or otherwise engage the services of a former state official or employee, he or she may not represent you before his of her former agency for one year after leaving state service.

NOTE: The former State Ethics Commission established a limited exception to this provision which allows the former employee to return to his or her former agency within the one year period for the sole purpose of providing technical expertise (for example, to help implement a previously awarded contract). This is a fact-specific exception that applies in very limited circumstances: therefore, you should contact the Office of State Ethics for further assistance if you think this exception applies to you.

If a state official or employee was substantially involved in, or supervised, the negotiation or award of a contract valued at $50,000 or more, and the contract was signed within his or her last year of state service, and you or your business was one of the parties to the contract, then you and/or your business are prohibited from hiring him or her for one year after he or she leaves state employment.

A former state official or employee can **never** represent anyone other than the state regarding a particular matter in which he or she was personally and substantially involved while in state service and in which the state has a substantial interest.

Third, there are approximately 75 state officials or employees who may not negotiate for, seek or accept employment with any business subject to regulation by their agency, and may not accept employment with such a business for one year after leaving state service. Under that section of the law, it is also illegal for a business in the industry to employ such an individual.

CONFLICT OF INTEREST RULES THAT APPLY TO YOU AS A STATE CONTRACTOR

Under Conn. Gen. Stat. §1-86e of the Ethics Code, no state contractor, including a consultant or other independent contractor, can use the authority provided under the contract, or confidential information acquired in the performance of the contract, to obtain financial gain for himself, his employee, or a member of his immediate family. Also, a state contractor cannot accept another state contract that would impair his independence of judgment in the performance of the first contract. Finally, a state contractor cannot accept anything of value based on an understanding that his actions on behalf of the state would be influenced.

It is important to call the Office of State Ethics at (860) 566-4472 to discuss the application of this law, or any of the other ethics laws, to your specific situation.

OTHER ETHICS PROVISIONS THAT MAY APPLY TO YOU

Contractors seeking large state contracts are required to execute affidavits regarding gifts and/or campaign contributions made to certain state employees or public officials in the two-year period prior to the submission of a bid or proposal. You need to check the web sites of both the Department of Administrative Services, www.das.state.ct.us, and the Office of Policy and Management, www.opm.state.ct.us, for copies of these affidavits and for other updated information regarding state contractors. Also, because the particular agency with which you wish to contract may have specific rules that you must follow, you need to check with that agency as well.

If you or your business provides “investment services” as defined in the Code of Ethics, and you make a political contribution in connection with the Office of the Treasurer, you may be prohibited from contracting with that office. See Conn. Gen. Stat. § 1-84(n).

Finally, if you or your business spends or receives $2,000 or more in a calendar year for activities that constitute lobbying under the Ethics Code, whether to affect legislation or the actions of an administrative state agency, then you and/or your business may have to register as a lobbyist with the Office of State Ethics, and more ethics rules will apply to you. Contact the Office of State Ethics, or review the lobbyist registration information at www.ct.gov/ethics.

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

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

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

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

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

SEEC FORM 11 **ATTACHMENT 1**

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

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

Campaign Contribution and Solicitation Ban

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

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

Duty to Inform

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

Penalties for Violations

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

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

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

Contract Consequences

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

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

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

Additional information and the entire text of P.A 07-1 may be found on the website of the State Elections Enforcement Commission, www.ct.gov/seec. Click on the link to “State Contractor Contribution Ban.”

Definitions:

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

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

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

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

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

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

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

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

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

NONDISCRIMINATION CERTIFICATION REQUIREMENT

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

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

Exhibit 1

NONDISCRIMINATION CERTIFICATION

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

I, signer's name, signer's title, of name of entity, an entity lawfully organized and existing under the laws of name of state or commonwealth, do hereby certify that the following is a true and correct copy of a resolution adopted on the _____day of _____, 20_____ by the governing body of name of entity, in accordance with all of its documents of governance and management and the laws of name of state or commonwealth, and further certify that such resolution has not been modified, rescinded or revoked, and is, at present, in full force and effect.

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

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

_____

Signature

Effective June 25, 2007

Exhibit 2

NONDISCRIMINATION CERTIFICATION

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

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

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

_____
Signature

Effective June 25, 2007

Attachment 10 – Evaluation and Selection Criteria

1. EVALUATION AND SELECTION PROCEDURES

1.1 RFP PHASES

MeF will consist of one project phase that is briefly described as follows:

Phase	Phase Description
MeF	Solution for CTDRS participation in the IRS' Modernized e-File program

1.2 GENERAL CONSIDERATIONS

All proposals that are properly submitted will be accepted by DOIT. However, DOIT reserves the right to request necessary amendments, reject any or all proposals received, or cancel this RFP for any reason, according to the best interest of the Modernized e-File (MeF) Project or the State of Connecticut.

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 Project. Where DOIT does waive minor irregularities, such waiver shall in no way modify the RFP requirements or excuse the vendor from full compliance with RFP specifications and other contract requirements if the vendor is awarded the contract.

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

Minimum Mandatory Proposal Requirements are as follows:

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

2. EVALUATION METHODOLOGY

Each proposal will be evaluated and scored by an evaluation team composed of designees from the MeF Project Team. These members represent managers and end-users from the Connecticut Department of Revenue Services.

Team members will have experience in the scoped business processes and knowledge of information processing systems. The MeF Team will conduct a comprehensive, fair, and impartial evaluation of proposals received in response to this procurement.

DOIT or the MeF Team may designate other professional staff to assist in the evaluation phases. Other designated persons may act as observers during the evaluation and selection process. The following evaluation criteria guidelines, which are listed in no particular order of importance, will be the basis for more detailed criteria utilized during the evaluation process:

1. The vendor's qualifications, including but not limited to, financial position, legal standing, ethics compliance, small business or minority certification, CHRO compliance.
2. The proposing firm's documented experience in successfully completing projects of a similar size and scope, ideally, in the same or comparable line of business, to those required by this RFP.
3. The vendor's general approach, including systems integration, resourcing, and architecture, with an overall plan to meet the requirements of this RFP.
4. The vendor's detailed approach, including systems development life cycle (SDLC), organization, and functional design, with detailed plans to perform the services required by the scope of work of this RFP.
5. Qualifications and experience of personnel assigned to the project with emphasis on documented experience in successfully completing work on projects of a similar size and scope, in the same or comparable line of business, to those required by this RFP. A MeF Contractor core team for the project must be identified and resumes must be submitted as specified in this RFP.
6. Business and personnel reference checks may be made as part of the evaluation process. Reference checks might not be limited to specific customer references cited in the proposal. Evidence of successful systems implementation and customer acceptance may be required.
7. The Proposing firm's speed of delivery and ability to modify a system compatible with DOIT's and DRS' Information Technology standards as outlined in Attachment 6.
8. The overall ability of the proposing firm, as judged by the MeF Evaluation Team, to begin and successfully complete the project within the proposed schedule. This judgment will include, but will not be limited to, such factors as staff commitment to the project, project management and control plan, project organization and availability of staff.
9. The vendor's total Firm, Fixed Price for the Modernized e-File Project.

2.1 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 MeF Evaluation Team members only. The proposal will not be publicly opened. The possible need for negotiation of "Best and Final Offer" necessitates the need for privacy.

3. EVALUATION OF PROPOSALS

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

3.1 BASELINE VENDOR, BUSINESS, AND TECHNICAL EVALUATION CRITERIA

The evaluation of qualified submitted proposals will involve the point scoring of each proposal in each of the areas identified in the table below. While a maximum score of 1,000 is possible; proposals must achieve a minimum score 70% or 700 points to be considered responsive. Any proposal receiving zero (0) points in any scoring category will not receive further consideration. Any proposal not achieving the minimum score will not receive further consideration. The evaluation criteria categories and points assignable are listed below:

Evaluation Category	**Points**
Qualifications	50
Financial and Legal Stability	50
Staffing Qualifications	50
Vendor References	50
Project Management and Work Plans	100
Vendor Requirements Evaluation Matrix	200
Understanding Requirements	200
Proposed Technical Solution/Architecture	300
Maximum Score	1000
Points needed for a Passing Score of 70%	**700**

After completing independent/individual evaluations, the MeF Evaluation Team members will meet as a total team to score the proposals. The MeF Evaluation Team will discuss each proposal and determine scores for each category.

When the scoring facilitation discussions conclude, the evaluation points for each proposal will be calculated. Each proposal will be ranked with tied proposals (e.g. 3 with 800 points) each receiving the same ranking. **Proposals meeting the baseline evaluation criteria of 70% will be selected for cost proposal review.**

4. EVALUATION OF COST PROPOSALS

The evaluation of the Cost Proposal form, *Attachment 3*, will be based on a maximum total of 300 points. Any proposal with an evaluation category deemed by DOIT or the MeF Evaluation Team to be unrealistic will be scored with a zero (0) points for the category. The evaluation criteria categories and points assignable are listed below:

Cost Evaluation Category	**Points**
MeF – Build Communications Gateway	100
MeF – Submissions and Acknowledgements	40
MeF – option 1: Develop Viewing System	5
MeF – option 2: Develop Back End System	5
MeF – option 3: Building the State Schema Using TIGERS Standards	5
Support, Maintenance, & Warranty Costs	25
Hardware/Software – MEF Architecture Platform Costs	75
Training Costs	25
Miscellaneous Costs	20
Maximum Score	**300**

(*) The following costs are included from the Cost Proposal Form, *Attachment 3*: project management, acquisition, build, development, interface, customization, testing, and documentation costs.

Cost Proposal Category Calculations are based on the following:

- Points are calculated by evaluating only the proposals that have satisfied the baseline criteria.
- Zero ($0) dollars may not be appropriate for a category and may not receive maximum points.
- Any Cost Evaluation Category with a cost that is above the estimated budget threshold may be scored with zero (0) points or have its points reduced.
- Cost Evaluation Category points are calculated using the [Lowest Cost for Category] divided by [Current Proposal Cost for Category] multiplied by [Maximum Category Points]. For example, if a category has a maximum of 200 points, the lowest proposal cost is $1, and the current proposal cost is $2, the points awarded will be 100 points because $1 divided by $2 multiplied by 200 is equal to 100 points.
- Proposal with lowest cost for a category receives maximum points while other responses receive point values proportionate to the Lowest Proposal Cost to Current Proposal Cost ratio.

5. COMBINED BASELINE AND COST EVALUATION

Scores from the Vendor, Business, and Technical Baseline Evaluations and Cost Proposal Evaluations will be summed and ranked accordingly. The following guidelines will be used for vendor selection:

- The proposal receiving the highest combined score will be selected as the successful vendor.
- All proposals scoring within twenty points (20) or 2% of the winning proposal, if any, will be considered to be tied with the winning proposal.
- Ties are broken by the proposal with the higher Business and Technical scores.

6. GENERAL CONTRACT NEGOTIATION AND AWARD PROCESS

6.1 ORAL PRESENTATION

Vendors who submit a proposal in response to this RFP may be required to give an oral presentation of their proposal to the MeF Evaluation Team. The purpose of such presentations is to provide an opportunity for vendors to clarify or elaborate on their proposal. Original proposal submissions cannot be supplemented, changed, or corrected in any way. No comments regarding other Proposers or proposals are permitted, and vendors may not attend the presentations of their competitors.

Oral presentations have no intrinsic point value in the proposal evaluation process and may occur after the conclusion of the Vendor, Business, and Technical Criteria Evaluations. However, based on a presentation or demonstration of the proposed system, the business and technical evaluation scores for the proposal may decrease based on the judgment of the MeF Evaluation Team; and, only if the Cost Proposals have yet to be evaluated.

Vendors must clearly understand that it is the MeF Evaluation 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).

6.2 BEST AND FINAL OFFER

The MEF Evaluation Team may determine if it is in the best interest of the MeF 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 amend or change its original proposal to make it more acceptable to the MeF Project's purpose. The MeF Evaluation Team reserves the right whether or not to exercise this option.

6.3 CONTRACTOR AWARD

The MeF Evaluation Team, through the evaluation process, will recommend a vendor (Prime Contractor) to DOIT. DOIT will contact the Prime Contractor of the award intention via a letter. The successful Prime Contractor must then indicate agreement to enter into a contract with DOIT and subsequently execute an agreement with the State of Connecticut.

The contract awarded for the core services as a result of this RFP will be originated by DOIT. The contract shall incorporate in its provisions with this RFP, the successful Prime Contractor's proposal, and any other pertinent documents.

The contract award shall not be deemed completed until the agreement with the State of Connecticut, through the Department of Information Technology, is fully executed and approved by the Attorney General of the State of Connecticut.

Attachment 11 – Vendor Transmittal Letter

_____, 2009

State of Connecticut
Department of Information Technology
Division of Contracts and Purchasing
Ms. Jacqueline Shirley, Director
101 East River Drive, Room 4074
East Hartford, CT 06108

Ms. Shirley:

[Name of Vendor] is pleased to have the opportunity to submit a proposal for a Modernized e-File (MeF) Solution, RFP #09ITZ0009. 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 # 09ITZ0009. We certify that:

(1) No cost proposal information has been disclosed in the Section I – Vendor, Business, and Technical Proposal; and, Section II – Project Management and Staffing Proposal.

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

(3) The costs quoted have not been knowingly disclosed by our firm on a prior basis directly or indirectly to any other organization or to any competitor.

(4) No attempt has been made or will be made by our firm to induce any other person or firm to submit or not to submit a proposal for the purpose of restricting competition.

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

(6) No elected or appointed official or employee of the State of Connecticut has or will benefit financially or materially from this procurement.

(7) All products offered to the State of Connecticut within this proposal are currently manufactured and available for general sales, lease, or licenses at the time of RFP submission.

(8) Our firm complies fully with the August 2002 corporate governance rules proposed by the New York Stock Exchange (www.nyse.com/pdfs/corp_gov_pro_b.pdf).

Sworn as true to the best of knowledge and belief subject to the penalties of false statement.

_____
Name

_____ _____
Signature Date

Sworn and subscribed before me on this _____ day of _____, 2007

_____
Commissioner of the Superior Court
Notary Public

Attachment 12 - Vendor Requirements Evaluation Matrix (REM)

Table of Contents

1 Instructions 3
2 Functional Requirements 4
2.1 Fundamental Processes & Requirements (FN) 4
2.2 Submissions and Acknowledgements (SA) 5
2.3 Analysis & Reporting (RPT) 6
2.4 MeF Administration (ADM) 6
3 Architectural Requirements 7
3.1 Security Requirements (SEC) 7
3.2 MeF Interface Requirements (IF) 8
3.3 DRS Back End Interface Requirements (BEI) 10
3.4 Documentation Requirements (DOC) 10
3.5 Performance Requirements (PERF) 11
3.6 Quality Requirements (QUAL) 11
4 Dept. of Information Technology EWTA Requirements 12
4.1 EWTA Architecture Requirements 12
4.2 EWTA Server Requirements 13
4.3 EWTA Database Requirements 14
4.4 EWTA Application Hosting Requirements 14
4.5 EWTA Security Requirements 15
4.6 EWTA Directory & Messaging Requirements 16
4.7 EWTA Miscellaneous 16
4.8 EWTA Application/Data Interface Requirements 17

5 Training Requirements 18

6 Support and Maintenance Requirements 19

6.1 Pre-Release Requirements (MPRE) 19

6.2 Release Requirements (MREL) 19

6.3 Post Release & Recurring Production Requirements (MPOST) 20

7 Optional Components 20

7.1 Develop Viewing System (DVS) 20

7.2 Develop Back End System (DBES) 20

7.3 Building State Schema Set (BSSS) 21

1 Instructions

The following documents must be reviewed and be readily accessible to complete this worksheet:

- RFP Attachment 06 - MeF Requirements Specification

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

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

The REM values for each column are as follows:
Key – Maps to the requirement key in the requirements specification (attachment 6).
Requirement Description – A brief description (but not complete) of the requirement. This column is to aide both vendor and evaluator. Refer to the Requirements Specification for the full and de facto definition.
Phase – MeF (same value as in requirement specification.)
Vendor Score – values will be 3 to 0

- **3** – Currently Supported in Vendor Product and Service Offerings
- **2** – Not Supported in Vendor Product and Service Offerings but is planned for next release (next 6 to 9 months – in alpha, beta release)
- **1** – Not Supported in Vendor Product and Service Offerings but interested in supporting (1 year or more away)
- **0** – Not Supported and No Interest to Support

Vendor Notes – elaboration on self-scores by stating how vendor satisfies or can substantiate requirement. Explain How, Why, Where, etc. on how you satisfy the requirement. Use Not Applicable "N/A" for requirements that are not in scope for the proposal.

Additional Points

- Vendor must provide a response even for requirements tagged with a priority of optional or responsibility of not the vendor.
- An incomplete or unsatisfactory response for any line will receive a vendor score of zero (0).
- Responses within the REM are subject to Sections 3.3.3 to 3.3.6 of the Request for Proposal (RFP) regarding Benchmarking.
- Do not add rows or columns to any of the tables. Text submitted outside of the Vendor Score or Notes boxes will not be considered.

2 Functional Requirements

2.1 Fundamental Processes & Requirements (FN)

Please refer to "Attachment 6 – MeF Requirements Specification", sections 3 and 5, for the REM requirements definitions.

Key	Requirement Description	Phase	Vendor Score	Vendor Notes
FN-R01	Supports IRS Web-Service channel (A2A)	MeF		
FN-R02	Uses SOAP with HTTP binding	MeF		
FN-R03	Additional capabilities beyond use with MeF	MeF		
FN-R04	Configurable to "pull" a variable number of returns	MeF		
FN-R05	Timestamps are at a resolution of at least one millisecond	MeF		
FN-R06	Provides configuration facility for schema set definitions	MeF		
FN-R07	Provides configuration facility for controlling the number of concurrent processes or threads	MeF		
FN-R08	Provides configuration facility for trace facility	MeF		
FN-R09	Provides configuration facility for security logging	MeF		
FN-R10	Provides configuration facility for denying submissions from specific ETIN's and or EFIN's	MeF		
FN-R11	Provides configuration facility for backup/restore	MeF		
FN-R12	Provides configuration facility for the frequency of "pulling" returns from the IRS	MeF		
FN-R13	Describe your solution's performance and scalability	MeF		
FN-R14	Allows for integration with DRS systems via plug-ins, hooks or inter-process communications; provides a	MeF		

Key	Requirement Description	Phase	Vendor Score	Vendor Notes
	description of how the product will allow DRS to incorporate custom logic at various processing points			
FN-R15	Describe system capability for allowing other Web services	MeF		
FN-R16	Provides Dev/Test platforms with the same functionality	MeF		
FN-R17	Protected from Malware	MeF		
FN-R18	Includes a configurable trace/logging and/or debug facility to assist with troubleshooting	MeF		

2.2 Submissions and Acknowledgements (SA)

Please refer to “Attachment 6 – MeF Requirements Specification”, section 4.2, for the REM requirements definitions.

Key	Requirement Description	Phase	Vendor Score	Vendor Notes
SA-01	Receiving submissions: capability to immediately transmit a “receipt” to the IRS signifying that a submission was received with no protocol errors	MeF		
SA-02	Receiving submissions: capability to unzip message attachment and each submission contained in the attachment, and cross-checked against information within the message and its own manifest for correctness	MeF		
SA-03	Parse submissions: each XML submission will be checked for validity against Connecticut’s schema and reject invalid submissions	MeF		
SA-04	Parse submissions: capable of translating XML data for further processing	MeF		
SA-05	Transmit acknowledgements: capable of sending an XML	MeF		

Key	Requirement Description	Phase	Vendor Score	Vendor Notes
	acknowledgement file to the IRS in accordance to their published schema using web services			
SA-06	Submission storage: capability of storing response messages in original and preprocessed formats	MeF		

2.3 Analysis & Reporting (RPT)

Please refer to "Attachment 6 – MeF Requirements Specification", section 5 for the REM requirements definitions.

Key	Requirement Description	Phase	Vendor Score	Vendor Notes
RPT-R01	Supports customized and ad hoc queries	MeF		

2.4 MeF Administration (ADM)

Please refer to "Attachment 6 – MeF Requirements Specification", section 5, for the REM requirements definitions.

Key	Requirement Description	Phase	Vendor Score	Vendor Notes
ADM-R01	Tracking and logging of information: generates audit records for all security-relevant events including all security and system administrator accesses	MeF		
ADM-R02	Tracking and logging of information: audit trail captures all actions, connections and requests performed by privileged users	MeF		
ADM-R03	Tracking and logging of information: The audit trail captures the date of the system event; the time of the system event; the type of system event initiated; and the user account, system account, service or process responsible for initiating the system event	MeF		
ADM-R04	Tracking and logging of information:	MeF		

Key	Requirement Description	Phase	Vendor Score	Vendor Notes
	audit trail captures modifications to administrators account and administration group account(s) including: escalation of user account privileges; adding or deleting users			
ADM-R05	Tracking and logging of information: access to the audit trail is restricted to personnel responsible for performing security audit functions	MeF		

3 Architectural Requirements

3.1 Security Requirements (SEC)

Please refer to “Attachment 6 – MeF Requirements Specification”, section 5, for the REM requirements definitions. All computer systems processing, storing, or transmitting Federal Tax Information (FTI) must meet the requirements defined in IRS Publication 1075 - “Tax Information Security Guidelines for Federal, State, and Local Agencies and Entities”. To meet functional and assurance requirements, the security features of the environment must provide managerial, operational, and technical controls. All security features must be available and activated to protect against unauthorized use and access to FTI. The following sections from IRS Publication 1075 are of particular importance to information systems that use and/or process Federal Tax Information (FTI):

Key	Requirement Description	Phase	Vendor Score	Vendor Notes
SEC-R01	Record Keeping Requirements (IRS Publication 1075, Section 3)	MeF		
SEC-R02	Secure Storage (IRS Publication 1075, Section 4)	MeF		
SEC-R03	Physical Security and Minimum Protection Standards (IRS Publication 1075, Section 5)	MeF		
SEC-R04	Other Safeguards (IRS Publication 1075, Section 6)	MeF		
SEC-R05	Reporting Requirements (IRS	MeF		

Key	Requirement Description	Phase	Vendor Score	Vendor Notes
	Publication 1075, Section 7)			
SEC-R06	Disposing Federal Tax Information (IRS Publication 1075, Section 8)	MeF		
SEC-R07	NIST Moderate Risk Controls for Federal Information Systems (IRS Publication 1075, Exhibit 4)	MeF		
SEC-R08	Data Warehouse Concepts & Security Requirements (IRS Publication 1075, Exhibit 6)	MeF		
SEC-R09	Password Management Guidelines (IRS Publication 1075, Exhibit 8)	MeF		
SEC-R10	System Audit Guidelines (IRS Publication 1075, Exhibit 9)	MeF		
SEC-R11	Encryption Standards (IRS Publication 1075, Exhibit 11)	MeF		

3.2 MeF Interface Requirements (IF)

Please refer to “Attachment 6 – MeF Requirements Specification”, section 4.1A, for the REM requirements definitions.

Key	Requirement Description	Phase	Vendor Score	Vendor Notes
IF-01	Login / Logout (ICD sections 1.7.1.2, 4.1.3, 4.1.4, 1.7.1.3, 4.1.7, 4.1.8) These services allow a state to login to MeF and to logout.	MeF		
IF-02	ETIN & State Program and Status Retrieval (ICD sections 1.7.1.5, 1.7.1.6, 1.7.1.7, 4.1.9, 4.1.10, 4.1.11, 4.1.12, 4.1.13, 4.1.14) These services allow a state to retrieve information about State and Business partners	MeF		
IF-03	Submission Retrieval (ICD sections 1.7.3.4, 1.7.3.5, 1.7.3.6,	MeF		

Key	Requirement Description	Phase	Vendor Score	Vendor Notes
	1.7.3.7, 4.2.1, 4.2.2, 4.2.3, 4.2.4, 4.2.5, 4.2.6, 4.2.7, 4.2.8) These services allow a state to retrieve specified submissions			
IF-04	Submission of 1st-level acknowledgment (ICD sections 1.7.3.9, 4.2.9, 4.2.10) This service allows a state to indicate that the specified state returns have been successfully received by the state's application	MeF		
IF-05	Submission of 2nd level acknowledgment (ICD sections 1.7.3.8, 4.2.11, 4.2.12) This service allows a state to acknowledge the processing of state returns	MeF		
IF-06	Retrieval of Acknowledgment Receipt (ICD sections 1.7.3.1, 1.7.3.2, 1.7.3.3, 4.2.13, 4.2.14, 4.2.15, 4.2.16, 4.2.17, 4.2.18) This service allows a state to retrieve information as to whether third-party transmitters have retrieved the acknowledgements submitted by the state for a particular ETIN	MeF		
IF-07	Retrieval of Reconciliation List (ICD sections 1.7.3.10, 4.2.19, 4.2.20) This service allows a state to retrieve a list of state return submission IDs for which the IRS	MeF		

Key	Requirement Description	Phase	Vendor Score	Vendor Notes
	has not received a receipt or acknowledgement from the state			

3.3 DRS Back End Interface Requirements (BEI)

Please refer to "Attachment 6 – MeF Requirements Specification", section 5, for the REM requirements definitions.

Key	Requirement Description	Phase	Vendor Score	Vendor Notes
BEI-01	Allows for integration with DRS systems via plug-ins, hooks or inter-process communications; provides a description of how the product will allow DRS to incorporate custom logic at various processing points	MeF		

3.4 Documentation Requirements (DOC)

Please refer to "Attachment 6 – MeF Requirements Specification", section 6.1, for the REM requirements definitions.

Key	Requirement Description	Phase	Vendor Score	Vendor Notes
DOC-R01	A Users' Manual that describes the system for end users that is written in a simple, straightforward style that is suitable for a non-technical user.	MeF		
DOC-R02	Technical documentation showing all inputs, outputs and programs in the system in a logical sequence.	MeF		
DOC-R03	Dataflow diagrams, including user/computer interaction and the process flow at the transaction level	MeF		
DOC-R04	A data dictionary detailing naming conventions, data elements, relationships among entities, etc.	MeF		
DOC-R05	An inventory of reports and other outputs that will be generated by the system.	MeF		
DOC-R06	The logical and physical database designs.	MeF		

Key	Requirement Description	Phase	Vendor Score	Vendor Notes
DOC-R07	File documentation for each permanent file.	MeF		
DOC-R08	Operating procedures, including backup and recovery	MeF		
DOC-R09	Application security procedures	MeF		
DOC-R10	Application startup/shutdown procedures	MeF		
DOC-R11	Software installation requirements, including memory, disk, software requirements and others.	MeF		
DOC-R12	Change control and version management procedures	MeF		
DOC-R13	Auditing and testing procedures.	MeF		
DOC-R14	System troubleshooting and system tuning procedures and features.	MeF		
DOC-R15	Report writer procedures.	MeF		
DOC-R16	Use of software tools and debugging aids.	MeF		
DOC-R17	Full system documentation.	MeF		
DOC-R18	Programmers guide to integration with other systems.	MeF		

3.5 Performance Requirements (PERF)

Please refer to “Attachment 6 – MeF Requirements Specification”, section 5, for the REM requirements definitions.

Key	Requirement Description	Phase	Vendor Score	Vendor Notes
PERF-R01	Capability to process very large files from a single user and also large numbers of concurrent users	MeF		

3.6 Quality Requirements (QUAL)

Please refer to “Attachment 2 - Vendor Proposal Format and Content Requirements”, Section II for the REM requirements definitions.

Key	Requirement Description	Phase	Vendor Score	Vendor Notes
QUAL-R01	Full system test and documented evidence of all MeF components.	MeF		

Key	Requirement Description	Phase	Vendor Score	Vendor Notes
QUAL-R02	Full system test and documented evidence of all MeF interfaces.	MeF		
QUAL-R03	All upgraded MeF components and interfaces will be regression tested and have documented evidence.	MeF		
QUAL-R04	Routine sampling and review of MeF cases and data.	MeF		
QUAL-R05	User acceptance testing executed by MeF users.	MeF		
QUAL-R06	Final releases of MeF to be examined by users with feedback provided.	MeF		

4 Dept. of Information Technology EWTA Requirements

4.1 EWTA Architecture Requirements

Please refer to “Attachment 13 – EWTA Requirements” for REM requirements definitions.

Key	Requirement Description	Phase	Vendor Score	Vendor Notes
EARCH-R01	Proposed technical standards and product standards are compliant with the existing EWTA technical and products standards and deployment patterns as listed in Attachment 13	MeF		
EARCH-R02	Designed with security, high speed, large storage capacity, and interface capabilities to other systems	MeF		
EARCH-R03	Describe the system architecture (e.g., Web-Services Environment, subsystems and their methods of communication, interface capabilities with other systems and associated constraints, troubleshooting capabilities, programming environment, methods of extending built-in functionality)	MeF		

4.2 EWTA Network Requirements

Please refer to "Attachment 13 – EWTA Requirements" for REM requirements definitions.

Key	Requirement Description	Phase	Vendor Score	Vendor Notes
ENET-R01	Applications must use static Firewall ports (no dynamic port assignment).	MeF		
ENET-R02	Must be capable of interfacing directly with State and DRS standard Ethernet network infrastructure	MeF		
ENET-R03	Must define the External Networking Circuits needed for application as applicable (Speed, Bandwidth, Protocol)	MeF		
ENET-R04	Load Balancing - MeF is a client to IRS servers, so load balancing is N/A. However, redundancy is important.	MeF		
ENET-R05	Network Ports (NTP is required for proper functioning of IRS strong authentication.)	MeF		

4.2 EWTA Server Requirements

Please refer to "Attachment 13 – EWTA Requirements" for REM requirements definitions.

Key	Requirement Description	Phase	Vendor Score	Vendor Notes
ESERV-R01	If Intel based servers are proposed they are DELL brand.	MeF		
ESERV-R02	If Intel based servers are proposed they use Microsoft Windows 2003 SP1	MeF		
ESERV-R03	Application environment is installed on Windows 2003 SP1 Server platforms.	MeF		
ESERV-R04	Proposed solution should provide high performance and scalability (Attachment 6, 5A, 5B and 5F)	MeF		
ESERV-R05	Proposed solution can be Appliance based	MeF		

Key	Requirement Description	Phase	Vendor Score	Vendor Notes
ESERV-R06	Proposed solution must utilize the agency's EMC CX340 SAN for storage.	MeF		

4.3 EWTA Database Requirements

Please refer to "Attachment 13 – EWTA Requirements" for REM requirements definitions.

Key	Requirement Description	Phase	Vendor Score	Vendor Notes
EDATA-R01	Data base software is consistent with State product standards.	MeF		
EDATA-R02	Use of stored procedures consistent with published State IT Policy (the policy allows for stored procedures to be used for security purposes, e.g., SQL Injection prevention. The primary exclusion is for business processing).	MeF		
EDATA-R03	Describe what the transactions are doing; describe the basic reporting requirements.	MeF		
EDATA-R04	Separate reporting server and transaction server	MeF		
EDATA-R05	Database Drives - RAID 10	MeF		

4.4 EWTA Application Hosting Requirements

Please refer to "Attachment 13 – EWTA Requirements" for REM requirements definitions.

Key	Requirement Description	Phase	Vendor Score	Vendor Notes
EHOST-R01	Server implementation design is consistent with established patterns for application hosting at DOIT.	MeF		
EHOST-R02	System must be capable of a complete daily system backup to tape media stored offsite.	MeF		
EHOST-R03	Redundancy? What happens when server goes off-line?	MeF		

4.5 EWTA Security Requirements

Please refer to "Attachment 13 – EWTA Requirements" for REM requirements definitions.

Key	Requirement Description	Phase	Vendor Score	Vendor Notes
ESEC-R01	Full Compliance to Federal and State data security policies. To meet functional and assurance requirements, the security features of the environment must provide managerial, operational, and technical controls. All security features must be available and activated to protect against unauthorized use and access to Federal Tax Information (FTI) and State Tax Information.	MeF		
ESEC-R02	Supports IRS Strong Authentication	MeF		
ESEC-R03	General system tracking and logging requirements (Attachment 6, 5N):	MeF		
ESEC-R04	The system generates audit records for all security-relevant requests including administrator accesses.	MeF		
ESEC-R05	Access to the audit trail shall be restricted to personnel routinely responsible for performing security audit functions. (Attachment 6, 5N)	MeF		
ESEC-R06	The system is protected against malware including, but not limited to, computer viruses, worms, trojan horses, rootkits, spyware, adware, and crimeware (Attachment 6, 5K)	MeF		

4.6 EWTA Directory & Messaging Requirements

Please refer to “Attachment 13 – EWTA Requirements” for REM requirements definitions.

Key	Requirement Description	Phase	Vendor Score	Vendor Notes
EDIR-R01	Internal users must log-in to the State authentication service before gaining access to the application/web server.	MeF		
EDIR-R02	Directory services used by the application are limited to …(e.g., Microsoft Active directory)	MeF		
EDIR-R03	Interfaces between separate application systems should be message-based.The State uses IBM WebSphere MQ 5.2 for connections to intra- and inter- agency applications.	MeF		

4.7 EWTA Miscellaneous

Please refer to “Attachment 13 – EWTA Requirements” for REM requirements definitions.

Key	Requirement Description	Phase	Vendor Score	Vendor Notes
EMISC-R01	Fully compliant with MeF requirements (Attachment 6, 3.1B and 5D)	MeF		
EMISC-R02	Supports IRS facility which allows states to self-transmit returns for functional testing.	MeF		
EMISC-R03	Solution includes both Development and Test platforms (Attachment 6, 5J)	MeF		
EMISC-R04	Includes a configurable trace/logging and/or debugging facility to assist with troubleshooting (Attachment 6, 5E and 5M)	MeF		
EMISC-R05	Internet access to version control repository, bug tracking database, and patch tracking database is provided.	MeF		

4.8 EWTA Application/Data Interface Requirements

Please refer to "Attachment 13 – EWTA Requirements" for REM requirements definitions.

Key	Requirement Description	Phase	Vendor Score	Vendor Notes
EINTRF-R01	Supports W3C Web Services Standards (Attachment 6, 3.1 and 5I)	MeF		
EINTRF-R02	Supports IRS MeF Modernized System Infrastructure Web Service APIs	MeF		
EINTRF-R03	Supports IRS MeF State Web Service APIs - ability to pull files from the IRS (Attachment 6, 3.1A, 5B, and 5C) - ability to immediately send receipts to IRS (Attachment 6, 3.2A) - transmitting acknowledgements (Attachment 6, 3.2C)	MeF		
EINTRF-R04	Supports State Web Client (Microsoft IE) Presentation Tier Standards	MeF		
EINTRF-R05	Supports State XML Standards	MeF		
EINTRF-R06	Interfaces with DRS systems (Attachment 6, 5G). To facilitate integration with existing DRS systems and desktops, the preferred solution will be implemented using VB.NET 2008, IIS, and ASP.NET 3.5. Solutions implemented with Java 2EE 1.4 SDK, WebSphere 6.0, and JSP/servlets are also acceptable.	MeF		
EAPP-R01	The system should be designed and implemented with scalability and high performance in mind (Attachment 6, 5A, 5B and 5F)	MeF		
EAPP-R02	The application should support multiple concurrent IRS sessions and	MeF		

Key	Requirement Description	Phase	Vendor Score	Vendor Notes
	IRS application system ids (ASID).			
EAPP-R03	The application should support the simultaneous processing of downloading IRS returns, uploading DRS receipts/acknowledgements, and xml validation/processing.	MeF		
EAPP-R04	Parsing submissions (Attachment 6, 3.2B)	MeF		
EAPP-R05	Storing submissions (Attachment 6, 3.2D)	MeF		
EAPP-R06	Storing receipts and acknowledgements (Attachment 6, 3D)	MeF		
EAPP-R07	Supports customized and ad hoc queries (Attachment 6, 5L)	MeF		
EAPP-R08	Supports configuration changes without having to modify source code (Attachment 6, 5E)	MeF		

5 Training Requirements

Please refer to “Attachment 6 – MeF Requirements Specification”, sections 6.2 for the REM requirements definitions.

Key	Requirement Description	Phase	Vendor Score	Vendor Notes
TRAIN-R01	Training materials in both electronic and hard copy.	MeF		
TRAIN-R02	A Training Plan	MeF		
TRAIN-R03	An overview of the system	MeF		
TRAIN-R04	A training region (or “sandbox”) to assist users in gaining proficiency with the application	MeF		
TRAIN-R05	Detailed training for technical staff.	MeF		

6 Support and Maintenance Requirements

6.1 Pre-Release Requirements (MPRE)

Please refer to “Attachment 2 - Vendor Proposal Format and Content Requirements”, Section II for the REM requirements definitions.

Key	Requirement Description	Phase	Vendor Score	Vendor Notes
MPRE-R01	Application prototypes deployable at vendor’s site.	MeF		
MPRE-R02	Test Environment	MeF		
MPRE-R03	Test plans, cases, and data.	MeF		
MPRE-R04	Vendor distribution, installation, and deployment MoU	MeF		
MPRE-R05	Vendor project build releases	MeF		
MPRE-R06	Vendor status reports every week	MeF		
MPRE-R07	Internet access to version control repository, bug tracking database, and patch tracking database is provided.	MeF		

6.2 Release Requirements (MREL)

Please refer to “Attachment 2 - Vendor Proposal Format and Content Requirements”, Section II for the REM requirements definitions.

Key	Requirement Description	Phase	Vendor Score	Vendor Notes
MREL-R01	Production Environment	MeF		
MREL-R02	MeF acceptance	MeF		
MREL-R03	MeF Deployment Plan	MeF		
MREL-R04	Disaster Recovery Plan	MeF		
MREL-R05	Support Plan	MeF		
MREL-R06	MeF configuration	MeF		
MREL-R07	Change request procedure and log	MeF		
MREL-R08	Internet access to version control repository, bug tracking database, and patch tracking database is provided.	MeF		

6.3 Post Release & Recurring Production Requirements (MPOST)

Please refer to “Attachment 2 - Vendor Proposal Format and Content Requirements”, Section II for the REM requirements definitions.

Key	Requirement Description	Phase	Vendor Score	Vendor Notes
MPOST-R01	24x7 Operation	MeF		
MPOST-R02	Database transaction logging	MeF		
MPOST-R03	Backups are verified per MoU	MeF		
MPOST-R04	Database schema changes per documented plan or MoU	MeF		
MPOST-R05	Performance Monitoring	MeF		
MPOST-R06	Change Requests and Upgrades via MoU.	MeF		
MPOST-R06	Internet access to version control repository, bug tracking database, and patch tracking database is provided.	MeF		

7 Optional Components

7.1 Develop Viewing System (DVS)

Please refer to “Attachment 6 – MeF Requirements Specification”, section 7.1, for the REM requirements definitions. The preferred solution will target the IE browser and be implemented using VB.NET 2008, IIS, and ASP.NET 3.5.

Key	Requirement Description	Phase	Vendor Score	Vendor Notes
DVS-01	Converts XML return data into end-user readable format	MeF		
DVS-02	Supports viewing of binary attachments	MeF		

7.2 Develop Back End System (DBES)

Please refer to “Attachment 6 – MeF Requirements Specification”, section 7.2, for the REM requirements definitions.

Key	Requirement Description	Phase	Vendor Score	Vendor Notes
DBES-01	Supports application of DRS supplied business rules	MeF		

7.3 Building State Schema Set (BSSS)

Please refer to “Attachment 6 – MeF Requirements Specification”, section 7.3, for the REM requirements definitions.

Key	Requirement Description	Phase	Vendor Score	Vendor Notes
BSSS-01	Describe capability to develop tax return schemas	MeF		

Attachment 13 Enterprise-wide Technical Architecture

1. ARCHITECTURE OF PROPOSED PRODUCTS

Vendors are required to submit detailed product technical specifications organized as defined in this section. These Guidelines are a supplement to EWTA.

If vendor can supply more than one unique product type, version or level of their software that meets or exceeds the requirements in this RFP, vendor must clearly state the existence of multiple products, explain the major differences between them and take these additional steps:

- Provide separate Product Version and Architecture statements for each.
- Complete a Functional Requirements Vendor Response Form for each.
- Provide clear and separate statements in any proposal sections or sub-sections where there are differences between product versions.
- Provide separate cost schedules and total cost if different.
- Identify which is the vendor's preferred solution and why.

1.1 PRODUCT VERSION

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

If product has any Web accessibility, it must comply with the State of Connecticut's "*Universal Web Site Accessibility Policy for State Web Sites - Version 4.0*" and vendors are required to explain how their solution meets this requirement. Information on this policy can be found at http://www.ct.gov/doit/cwp/view.asp?a=1306&q=255004

1.2 PRODUCT ARCHITECTURE

Vendor must present a detailed architecture design for the proposed product along with a text description and annotated diagram (or diagrams). Descriptions and diagrams must clearly identify Middleware products, interfaces, message formats and component function. Each description/diagram should be accompanied by a narrative indicating where the proposal meets the State of CT technical guidelines and where exceptions will occur.

1. Server descriptions—general functions and operational software components deployed (e.g., IIS, FTP, other services activated).
2. Network—servers and the zones (user, DMZ, server zone, database zone at minimum) in which the servers are hosted, firewalls, network protocols, port requirements (specific port, range, configuration capability). This description should include both internal (agency, DOIT, etc.) and external environments (as appropriate).
3. Describe each server to server connection and communications dialog with protocols, type of message or content and paths. The diagrams should also show the (numbered) sequence of the communications dialog. These descriptions should include both internal (agency, DOIT, etc.) and external environments (as appropriate).
   If your design does not use message-based interfaces between components or systems, you must explain your rationale for such a design. You must explain what the impact

would be if you are required to use message-based interfaces between components or systems.

4. The State is now requiring the use of XML as "the" format for most inter-application messaging. You must explain how your proposed design utilizes XML for this purpose. You must explain how your design utilizes XML between components for intra-application messaging. You must identify the source of the XML Schema or Document Type Definitions (DTDs) utilized in your design.
5. The implemented solution must comply with the Department of Information Technology's Enterprise-wide Technical Architecture (EWTA) guidelines and standards.

2. ARCHITECTURE GUIDELINES FOR WEB BASED APPLICATIONS

The provided guidelines for web based applications are version 4, dated October 1, 2007.

2.1 PURPOSE

These Web Development Guidelines are intended to inform prospective bidders of the State's IT architecture, including various standards and guidelines that support our web-based computing environments – intranet, extranet, and Internet.

2.2 BACKGROUND

The State has built, and is committed to maintaining a secure, cost effective computing environment capable of supporting various web pages and applications. The State must protect its investment by ensuring that vendors develop according to the State's architecture requirements. Compliance with these standards will ensure the portability necessary to host agency applications and web pages and will also ensure the compatibility, reusability, and scalability of applications. The goal of these standards and architectures is to enhance an agency's ability to shorten development time, ensure security and reliability, and extend application longevity.

In addition to the guidelines within this document, the State has adopted a set of Conceptual Architecture Principles. These principles are intended to align technology solutions that meet the current business needs of the State.

In sum, to make the highest and best use of the State's IT assets, these guidelines have been prepared. Compliance with the standards and guidelines shall be considered when evaluating proposals for state computer systems. The Department of Information Technology (DOIT) will not approve any procurement for products or services that would result in a contravention of these guidelines.

2.3 REQUEST FOR WAIVER

Deviation from these guidelines requires prior approval by DOIT. The existing Architecture Exception process should be used for this purpose.

2.4 REQUIREMENTS

Web applications shall be designed with the presentation, business logic and data layers both logically and physically separated to increase portability, scalability, re-usability and to support simplicity. This design is commonly referred to as n-tier application development architecture.

The State requires the use of at least 3 logical tiers implemented as at least 3 physical security zones. These tiers are presentation, business or application logic, and data base (or data storage).

As an example using a Microsoft based solution architecture this would imply an IIS web server, a separate IIS based application server (for ASP.NET, or VB.NET or C#.NET object and application components, plus data access, and an SQL Server or other DBMS on a third server. These servers are physically located in security zones isolated from one another by firewalls. (Note: VMWare partitions can be used instead of physical servers, but the traffic between the partitions must be through either hardware or software firewalls.)

1. **Technology Standards**. The State maintains a dynamic listing of current technology standards for consideration in new application and web page development. These are available in Section 5 of this appendix or on the DOIT website at the following URL: (http://www.ct.gov/doit/cwp/view.asp?a=1245&q=253976&doitNav=|
2. **Accessibility**. All applications and pages developed for the State must be compatible with the principles and goals contained in the electronic and information technology accessibility standards adopted by the Architectural and Transportation Barriers Compliance Board under Section 508 of the Federal Rehabilitation Act of 1973 (29 U.S.C. 749d), as amended, and with the State Accessibility guidelines developed pursuant to HEA 1926, Acts of 2001. These guidelines are listed via a link available at http://www.access.state.ct.us/policies/accesspolicy40.html.
3. **Hosting.** Both the logical and physical separation of the presentation, application and database layers is crucial to the State's hosting strategy. The Technical Review Group will conduct a technical evaluation of each application. This evaluation, among other reviews, will determine the appropriate location and security zone for hosting each of the presentation, application and database layers/servers. The technical evaluation will occur in the Business Requirements Analysis phase (or early in the System Design phase) of the State's System Development Methodology.
4. **Support.** Unless exempted in a RFP or an ITB, vendors are required to include a plan for ongoing application and page support. The plan shall include information regarding the appropriate technical skill sets and approximate quantity of support required. The plan shall also identify whether application support is to be conducted from within the State's network backbone or from an external source outside of the State's firewall systems which must be done using the State VPN.
5. **Security – Protocols.** Only HTTP and HTTPS traffic (port 80 and port 443) will be allowed from the client to the Presentation layer through the State's firewall systems for Internet based applications. Extranet applications must use the State VPN for communications between the client and Presentation layer. Applications requiring additional ports opened on the State's firewall systems are strongly discouraged. In all cases, no direct client access to either the Business Logic layer or Database layer will be permitted. If a specific technical solution requires that additional firewall ports be opened, then the presentation of that technical solution must include and clearly identify the advantages to the state for taking on such an additional security risk. Applications and solutions will be designed to allow for the configuration of ports utilized at implementation, however, applications and solutions will not utilize or implement dynamic allocation of ports.
6. **Security - Presentation Layer Input Validation.** Safeguards must be included in all applications to protect the State's data and technical resources. Presentation layer coding must include (at a minimum) specified user input validation checks to guard against

unauthorized access. See EWTA on the DOIT website and Section 4 of this document regarding Open Web Application Security Project (OWASP) presentation layer input validation guidelines.

7. **Security – Web Authentication.** The State's direction is to allow users to input the same username and password to access different services. This strengthens the State's goal of providing a common look and feel environment in which users perceive they are interacting with State government as a whole, as opposed to many agencies and departments individually. The State has adopted a single sign-on solution utilizing Novell E-Directory, ID Mgr, Access Mgr services. The use of a secondary or alternate sign-on process is not allowed. All agency-specific secondary sign on processes are in addition to, not in lieu of, the above mentioned authentication products. Multiple factor authentication is also allowed as a complement to the single sign-on solution the use of Active Directory for authentication is limited to Exchange, legacy support and file and print scenarios. Agencies should have a complete and uniform vetting process for employee identifications, role establishment and association. A formal set of more complete guidelines has been developed and is available.
8. **Security Review.** The State reserves the right to test all applications from a security perspective and require that any vulnerability identified by such testing be subject to remediation. Testing will occur prior to implementation and may occur post implementation (possibly on a recurring basis).
9. **Documentation.** All system architectures, applications and application components will be documented at a level sufficient to allow for individuals other than the original developer(s) to maintain, support and enhance the application solution. Described in Section 1.2.
10. **Source Code.** The State retains the right to review application source code prior to implementation and while in production status.
11. **Development, Test and Production Servers, Monitoring and Logging.** All web-based applications must be tested in an appropriate n-tiered environment to ensure compatibility, reliability and reasonable performance under load while operating in the State's production environment. It is anticipated that the sophistication and completeness of the testing environment, tools and procedures will be proportional to the size and complexity of the target system. The test environment configuration, tools and procedures will be presented to the agency and the production hosting organizations for review and approval. Applications in development or test status will not be permitted on production servers.
12. **Disaster Backup and Recovery (DBAR).** All critical applications will be designed with Disaster Recovery and Business Continuity in mind. The planning and documentation of such critical applications will include the necessary DBAR content.

3. CONCEPTUAL ARCHITECTURE PRINCIPLES

Online version can be viewed at http://www.ct.gov/doit/LIB/doit/downloads/conarch.pdf

3.1 BUSINESS ORIENTED

1. Information is valued as an enterprise asset, which must be shared to enhance and accelerate decision-making.
2. The planning and management of the State's enterprise-wide technical architecture must be unified and have a planned evolution that is governed across the enterprise.

3. Architecture support and review structures shall be used to ensure that the integrity of the architecture is maintained as systems and infrastructure are acquired, developed and enhanced.
4. We should leverage data warehouses to facilitate the sharing of existing information to accelerate and improve decision-making at all levels.
5. IT systems should be implemented in adherence with all security, confidentiality and privacy policies and applicable statutes.
6. The enterprise architecture must reduce integration complexity to the greatest extent possible.
7. Systems must be designed, acquired, developed, or enhanced such that data and processes can be shared and integrated across the enterprise and with our partners.
8. We will consider re-use of existing applications, systems, and infrastructure before investing in new solutions. We will build only those applications or systems that will provide clear business advantages and demonstrable cost savings
9. New information systems will be implemented after business processes have been analyzed, simplified or otherwise redesigned as appropriate.
10. Adopt a total cost of ownership model for applications and technologies which balances the costs of development, support, disaster recovery and retirement against the costs of flexibility, scalability, ease of use and reduction of integration complexity.
11. Create a small number of consistent configurations for deployment across the enterprise.
12. A standardized set of basic information services (e.g., email, voicemail, e-forms) will be provided to all employees.

3.2 TECHNOLOGY ORIENTED

1. Applications, systems and infrastructure will employ reusable components across the enterprise, using an n-tier model.
2. The logical design of application systems and databases should be highly partitioned. These partitions must have logical boundaries established and the logical boundaries must not be violated.
3. The interfaces between separate application systems must be message-based; this applies to both internal and external systems.
4. We must deploy application systems that are driven by business events.
5. We should separate on-line transaction processing (OLTP) from data warehouse and other end-user computing.
6. The State shall adopt and employ consistent software engineering practices and methods based on accepted industry standards.

3.3 BUSINESS CONTINUITY ORIENTED

1. IT solutions will use industry-proven, mainstream technologies.
2. Priority will be given to products adhering to industry standards and open architecture.
3. An assessment of business recovery requirements is mandatory when acquiring, developing, enhancing or outsourcing systems. Based on that assessment, appropriate disaster recovery and business continuity planning, design and testing will take place.
4. We must implement a statewide backbone network that provides a virtual, enterprise-wide local area network
5. The underlying technology infrastructure and applications must be scalable in size, capacity, and functionality to meet changing business and technical requirements.

4. PROGRAMMING GUIDELINES TOP TEN SECURITY VULNERABILITIES FOR WEB-BASED APPLICATIONS

The State's obvious security objective is to protect citizen information. Code addressing web presentation layer vulnerabilities in development is required to provide this protection. The State directs developers to the Open Web Application Security Project (OWASP) *[1] Top Ten web site -http://www.owasp.org/index.php/OWASP_Top_Ten_Project#Top_Ten_Overview

Writing code addressing the Top Ten vulnerabilities is required to meet the state's minimum standards for web application security. The Top Ten follow in brief:

1. Invalidated input - Information from web requests is not validated before being used by a web application. Attackers can use these flaws to attack backend components through a web application.
2. Broken access control - Restrictions on what authenticated users are allowed to do are not properly enforced. Attackers can exploit these flaws to access other users' accounts, view sensitive files, or use unauthorized functions.
3. Broken authentication and session management - Account credentials and session tokens are not properly protected. Attackers that can compromise passwords, keys, session cookies, or other tokens can defeat authentication restrictions and assume other users' identities.
4. Cross site scripting (XSS) flaws - The web application can be used as a mechanism to transport an attack to an end user's browser. A successful attack can disclose the end user's session token, attack the local machine, or spoof content to fool the user.
5. Buffer overflows - Web application components in some languages that do not properly validate input can be crashed and, in some cases, used to take control of a process. These components can include CGI, libraries, drivers, and web application server components.
6. Injection flaws - Web applications pass parameters when they access external systems or the local operating system. If an attacker can embed malicious commands in these parameters, the external system may execute those commands on behalf of the web application.
7. Improper error handling - Error conditions that occur during normal operation are not handled properly. If an attacker can cause errors to occur that the web application does not handle, they can gain detailed system information, deny service, cause security mechanisms to fail, or crash the server.
8. Insecure storage - Web applications frequently use cryptographic functions to protect information and credentials. These functions and the code to integrate them have proven difficult to code properly, frequently resulting in weak protection.
9. Denial of service - Attackers can consume web application resources to a point where other legitimate users can no longer access or use the application. Attackers can also lock users out of their accounts or even cause the entire application to fail.
10. Insecure configuration management - Having a strong server configuration standard is critical to a secure web application. These servers have many configuration options that affect security and are not secure out of the box.

The State does not dictate how developers will address vulnerabilities, only that they be able to demonstrate that vulnerabilities are addressed. Recognizing other vulnerabilities exist outside those listed above, the state expects web developers to apply best development practices in

[1] * The State is not a member of OWASP. It respects their findings, but does not endorse any methodology, product, or company represented on their website.

building secure applications. It is also required that developers address new vulnerabilities as they are identified.

5. DOIT STRATEGIC STANDARDS AND PRODUCTS

Information technology applications will be required to follow the EWTA (Enterprise Wide Technology Architecture) standards described in this section and in the tables below. Version levels represent the minimum accepted level.

5.1 REQUEST FOR WAIVER

Deviation from these guidelines requires prior approval by DOIT. The existing Architecture Exception process should be used for this purpose.

5.2 DOIT STRATEGIC STANDARDS AND PRODUCTS

Table Legend
Red new standard (New)
Green updated standard (Update)

If an item has been 'left blank' it means that the State of Connecticut has not yet researched and/or adopted a product or standard.

Table 1 Application Development Domain Standards as of October 17, 2006

Technical Standards	
	Client Interface Standards (Presentation tier)
	Web Browser User Interface Microsoft IE for baseline QA testing
New	PDA - Microsoft Mobil 5.0
	Standard Business Tier Languages
Update	COBOL LE
Update	JAVA (J2EE 1.4 SDK) for use with WebSphere 6.0 (for new projects) J2EE 1.3 SDK for use with WebSphere 5.1 (for "legacy" application support only)
Update	VB 2005 (for new projects) VB.NET 2003 (for "legacy" application support only)
Update	ASP.NET 2003
Update	.NET Framework 2.0 (for new projects); .NET 1.1 for "legacy" application support only)
	Inter/Intra Application Communication
Update	SOAP ver 1.2
Update	XML ver 1.0 / 1.1
Update	W3C XML Schema ver 1.1
Update	XSLT 1.1
Update	XPath 1.0
	Web Development Standards
Update	ASP.NET 2005
Update	HTML 4.0
	Java Server Pages / Servlets
Update	JScript (limited client side edits, dynamics)
Product Standards	
	Software Development Kits (SDKs)
Update	SUN J2EE 1.4 SDK (JAVA)

Update	Microsoft .NET 1.1 SDK
	Integrated Development Environments (IDEs)
Update	Borland JBuilder Enterprise 2006 (JAVA)
Update	Visual Studio 2005 (note: this does not include the Team version)
Update	Blue Sky RoboHelp (Help file creation)
	Configuration (Source Code) Management
	Mainframe
	HCM (IBM)
	.NET
Update	Microsoft Visual SourceSafe 6.0c
	JAVA
	left blank
	Code Analysis Tools
	left blank
	Object Modeling Tools
	JAVA
	left blank
	.NET
Update	Visual Modeler (part of Visual Studio 2005)
	Enterprise Reporting / Structured Information Delivery
	Mainframe
	QMF (Mainframe only)
	Server Based
Update	Crystal Professional 11
Update	MS SQL Server Report Services 2005 (.NET only)
	Ad Hoc Query/Analysis
	Mainframe
	QMF
	Server Based
	left blank
	Desktop
Update	SAS
	Online Analytical Processing (OLAP)
	left blank
	Geographic Information Systems (GIS)
	ESRI ArcGIS Desktop 8.x (Includes ArcView 8.x and ArcInfo 8.x)
	Intergraph GeoMedia Professional 5.x (limited)
	ESRI ArcPad 6.x
	ESRI ArcIMS 4.x
	Standard Project Management Tools
	MS Project (individual)
	Application Coding Standards
	JAVA
	left blank

	VB.net
Update	Visual Basic .2005 (for new projects) VB.NET 2003 (for "legacy" application support only)
	Video Media Content Creation
	Live Broadcast
New	Microsoft Media Encoder ver. 9
	Mixed PowerPoint and Video
New	Microsoft Producer for PowerPoint 2003
Technical Standards	
	Protocols
	SMTP 3.0
	MIME
	LDAP
Update	XML 1.0 3rd Edition
Update	Novell DirXML

Table 2: Collaboration Domain Standards as of October 10, 2006

Product Standards	
	E-Mail; Calendar Sharing/Scheduling
	Server Products
Update	Exchange 2003
	Client Products
Update	Outlook 2003
Update	Outlook Web Access 2003
	Extended Collaboration
Update	Exchange 2003 (routing of documents)
Update	FileNet P8 Document Management
Update	FileNet P8 IDM & Desktop Capture
Update	Traction 3.x (Threaded discussions and blogs)
	Process Management
	FileNet P8 Workflow
	Directory Services
Update	Active Directory - Mail Account Mgmt for Exchange 2003
Update	Active Directory - Win2003 Server file and print services
Update	NDS e-directory ver 8.9 (for web authentication and for single sign-on)
	Secure E-Mail and FTP
Update	Tumbleweed MailGate (updated version of Tumbleweed)
Other Standards	
	Web Related
Update	DSF Portal Management 2.x
Update	Web Accessibility Standards - 508 compliant
	Office Productivity
Update	MS Office XP (2003)

Table 3: Data Management Domain Standards as of October 17, 2006

Data Base Products	
	Mainframe
	IBM DB2
	Server Based Products
	ORACLE VER 10
	SQL Server 2000 / 2005
	IBM DB2 (UDB)
	GIS Data Base (Specialty)
	ESRI ARCSDE
	ESRI GEO DB
	Desktop
Update	MS Access 2002/XP (Personal)
	SAS
Tools	
	Data Modeling Tools
Update	ERWIN
	Database Back-up and Recovery
	"Batch"
	DB2 UTILITIES
	ORACLE UTILITIES
	IMPORT/ EXPORT
	SQL SERVER UTILITIES
	"Live Backup"
	Tivoli Storage Manager 5.2
	EMC Agent
	ETL (Extract Transform Load)
	Mainframe
	INFORMATICA
	Server Based
	left blank
	Data Dictionary/Repository
	left blank
Data Base Middleware	
	Language/Product Specific
Update	ADO dot NET (2003)
	DB2 CONNECT-DRDA
	JDBC ver 2.1
	Generic
Update	ODBC 3.x
	OLE DB

Table 4: Middleware Domain Standards as of October 10, 2006

Technical Standards	
	Interface / Transport
	Protocols/APIs
Update	ODBC 3.x
Update	JDBC ver 2.1
Update	AMI (IBM)
	OLE DB
	MSMQ API
Update	XPath 1.0
	Messaging Format
Update	SOAP 1.2
Update	XML 1.0 / 1.1
Update	EDI X12
New	UDDI v 2.0 / 3.0
	Object Oriented
	RPC/API
	OMG/CORBA
	RMI over IIOP (Sun)
	JAVA
Update	JTS ver. 1.0
	EJB (J2EE 1.4)
Update	J2EE 1.4
	.NET
	DNA/DCOM+ (Microsoft)
Update	.NET (Microsoft)
Product Standards	
	TP Monitors
	IBM TX Series (CICS)
	Microsoft MTS
Update	JTS ver. 1.0
	Terminal Emulation (3270)
	Server Based
	IBM WebSphere Host Publisher
	Personal Computer Based
	Basic: MochaSoft TN3270 (FREE)
	Advanced: Seagull BlueZone
	Messaging
Update	WebSphere MQ V5.2 (IBM)
	Application Integration
	Integration Servers
Update	Oracle 9iAS Application Server (for Oracle only environments)
	IBM WebSphere 6.0 (for new projects) WebSphere 5.3 for "legacy" application support only

	Integration Software
Update	WebSphere Message Broker
	.NET (Microsoft)
	DBMS Middleware
	left blank
Other Standards	
	Message Definitions
Update	XSL 1.0 (XSL-FO)
	EDI X12
	EDI UN/EDIFACT
Update	XLT 1.0

Table 5: Network Domain Standards as of October 10, 2006

Technical Standards	
	Cabling
	Twisted Pair Category 5E UTP
	Twisted Pair Category 6 UTP; Category 6E UTP
	Fiber - Multimode 62.5db
	Protocols LAN
	Link layer access protocol, Ethernet IEEE 802.3
	TCP/IP
	Wireless LAN IEEE 802.11g Wireless LAN
	100BaseT
	1000BaseT
	Protocols WAN
	TCP/IP
	Link layer access protocol, Ethernet IEEE 802.3
	Domain Name System (DNS)
	SSL ver 3
	VPN Nortel/Secure Dynamics
	ATM
	Frame Relay
	ISDN
	ADSL
	EIGRP
	BGP (Border Gateway Protocol)
	Wireless cellular telephone communications
	TDMA
	CDMA
	CDPD
	GSM)
	VIDEO
	Network Protocols

	ITU H.320 (audio)
	ITU H.323 interoperability standards
	CODECs
	MPEG2
	WMV 9
	Private Branch Exchange (PBX)
	Protocols
	ISDN PRI compatibility
	Analog services compatibility
	T-1 compatibility
	Telephony
Update	Session Initiation Protocol (SIP)
	Fibre
New	Fibre Channel 2.0
	Protocols - Storage
New	FICON
New	SCON
	File Access
New	SFIS
New	NFS
Product Standards	
	Routers
	CISCO
	HBAs
New	Emulex LP9802 (this is for consistency with installed base at DOIT data center)
	Fibre Switches (for SAN connectivity)
New	Brocade 3850,4100 (edge switches)
New	Braced 24000 (director switch)
Other Standards	
	Remote Monitoring
	Cricket 1.0.5

Table 6: Platform Domain Standards as of October 10, 2006

Technical Standards	
	Mainframe
	IBM Z-Series
	Mid-Range
	SUN V6800
	SUN V880
	SUN V280R
New	IBM P-Series 5xx, 6xx
	Application Server
Update	DELL PowerEdge 2950 Series (Intel XEON dual core) PREFERRED

Update	HP Proliant DL Series (Intel XEON) FOR Current HP based environments only
	Workstation
	Intel XEON dual core
	Desktop
Update	Intel Pentium 4; 945G chip set. (through JAN 2007) Intel Core 2 Duo; 965 chip set (pending JAN 2007)
	Notebook
	Intel Core Duo; minimum 945 GM Chipset with integrated 950 graphics chipset (through MARCH 2007)
	System Software
	Operating System
	Mainframe
	IBM Z/OS
	Server
	Sun Solaris 2.8 – 2.9 (also called Solaris 8 and Solaris 9)
Update	IBM-AIX 5.3
Update	MS Windows 2003 SP1
	Desktop/Notebook
Update	MS Windows XP Professional, SP2
	Local Area Network Operating Systems
	MS Windows 2003 SP1
	Virtual Partitions Intel Platform
Update	WMware Workstation 5 (desktops only)
Update	WMware ESX Version 2.52 (servers)
	Dedicated Infrastructure Server
	RedHat Enterprise Linux ES ver. 3
	Utility Software
	Distributed Patch Management
Update	PatchLink Update 6.x
	Software Distribution
	left blank
	TN 3270 Terminal Emulation
Update	Basic: MochaSoft TN3270 (FREE)
Update	Advanced: Seagull BlueZone
SAN, Storage, Tape	
	Managed Enterprise SAN
	EMC Clariion CX500, CX700
	Managed SAN / NAS
	EMC Clariion CX300
	Tape Backup System Software
	Tivoli Storage Manager ver. 5.2
New	Veritas Backup EXEX 10
Other Standards	
	Thin Client
Update	CITRIX Client ver 6

Update	CITRIX MetaFrame ver 2
Update	Microsoft Terminal Services 2003

Table 7: Security Domain Standards as of October 10, 2006

Technical Standards	
	Security Protocols
Update	SSLv3
	802.1x
	IPSec
	Secret Key Technology
	Kerberos
New	AES 256 bit encryption
	Directory
	LDAPv3
	X.509
	LDIF 1
Product Standards	
	Access Control
	Firewalls
	software & hardware products not provided due to security concerns
	Proxy
Update	WebTrack SMARTFILTER DA
	N2H2
	Intrusion Detection and Prevention
	Network
Update	ISS Preventia
	Host Based
	left blank
	Protocol Analysis
	NAI Sniffer Pro
Update	TCPDump
	Scanning and Penetration Testing
	Software - DBMS
Update	AppDetective
	Software - Application
	left blank
	Hardware
	NESSUS
New	SARA
	E-Mail Content Filtering and Virus Protection
New	McAfee 3300 (WebShield A/V and Anti Spam)
	System Configuration/Management
Update	E-Policy Orchestrator
	System Logging Infrastructure

	left blank
	Identification/Authentication
	Mainframe
	ACF-2
	User Authentication (Server based)
Update	Radius with ACE Software
	End Point Security (Device Authentication)
Update	Enterasys TES
Update	Cisco NAC
	Web-Based Application Authentication
New	Novell iChain and eDirectory (ver. 8.9)
	Single Sign-On
New	Novell iChain, Novell Identity Manager
	Strong Token
	RAS-Secure ID
	Directory
	Novell eDirectory ver. 8.9 (for web authentication and single sign-on)
	Active Directory 2003 for file and print services; for Exchange authentication
	Biometrics
	left blank
	Public Key/Private Key
	left blank
	Digital Certificates
	left blank
	Digital Signatures
	left blank
	Virtual Private Networks (VPN
	Nortel Contivity VPN
	Secure Email and FTP
	Intranet
New	Tumbleweed MailGate (updated version of Tumbleweed) - used for secure e-mail and secure FTP
	Internet
	left blank

Table 8: Systems Management Standards as of October 10, 2006

Technical Standards	
Protocols	
	SNTP (Simple Network Time Protocol)
	RMON
	Web-Based Enterprise Management (WBEM)
	Java Management API (JMAPI)
Update	DMI ver 2.0s
Update	SNMP v2

Product Standards	
Help Desk problem ticketing, tracking etc.	
	IMPACT
	Asset Management
	left blank
	Remote Monitoring Desktop/Server systems management
Update	NetView 6000
	What's Up Gold
	Cricket 1.0.5
	Remote Monitoring mainframe
	Omagamon
	NetView for OS/390
	TMON
	Network Management
	General Purpose
	NetView 6000
	Hardware Specific
	Cisco Works
	Other
	Fluke Network Inspector
SAN Management	
New	EMC Control Center
Web Site Analysis	
New	Cricket 1.0.5
Software Distribution/Imaging	
Server	
Update	Ghost
Router	
	Cisco Works
Desktop	
	PatchLink 6.x
Update	Ghost
System Recovery	
	left blank

6. MICROSOFT APPLICATION REQUIREMENTS

6.1 MICROSOFT .NET APPLICATION ARCHITECTURE

Three Tier Logical AND Physical Application Architecture will be used for Public Access Hosted Applications as depicted in the below:

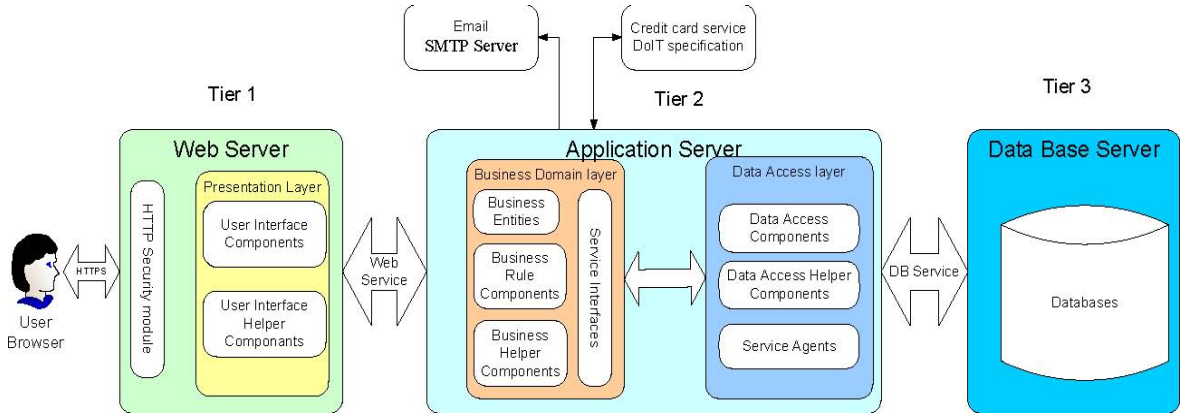


Figure 1: Three Tier Application Architecture

Table 10: .NET Architecture

IE baseline	Web Service	DB Service
Browser	native controls XML version 1.0 / 1.1	ADO or native controls
Web Server	**Application Server**	**Database Server**
ASP.NET 2.0 .NET Framework 2.0	C#.net or VB.net Visual Studio 2005	SQL Server 2005
HTML 4.0	.NET Framework 2.0	
Crystal Runtime	Crystal 11	

6.2 APPLICATION HOSTING .NET ARCHITECTURE

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

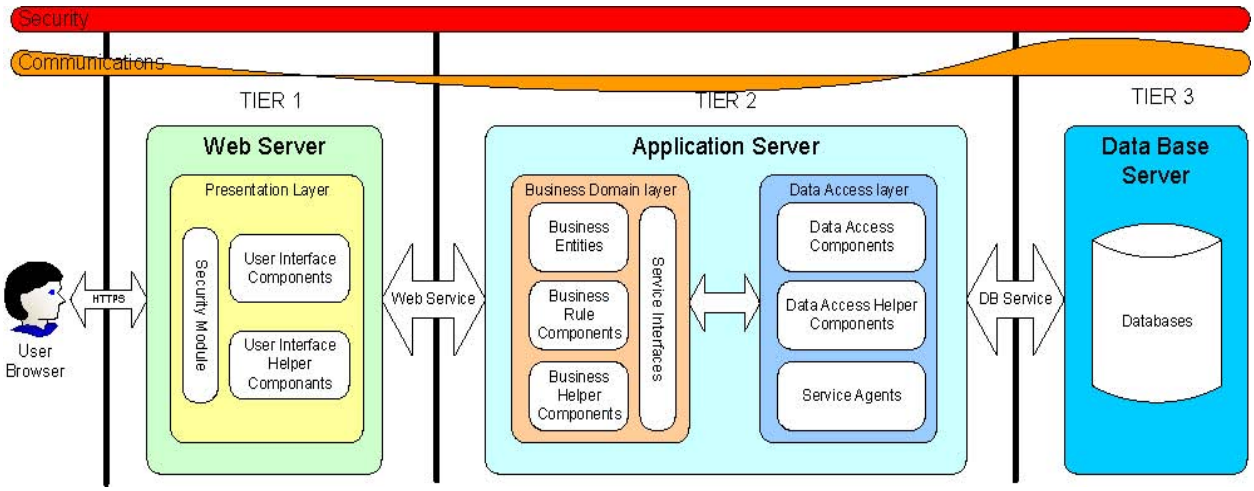


Figure 2: Three Tier Application Architecture – Public Access Hosted Applications

1. The User's Web Browser will only talk to the presentation layers on the Web Server and the Web Server is considered the 1ST Tier in the State 3 Tier model.
2. DOIT standards do not allow any direct presentation layer access to the database
3. DOIT has two network models, one for Internal State use and one for External Public access use. Any application requiring user access from both internal and external users will be standardized on an external model.
4. Secured Socket Layer (SSL) 128 bit encryption must be used for External or External/Internal combination applications. Best practice to use a certificate for the leading URL only.
5. DELL Hardware / Microsoft Windows 2003 SP2 server systems. The server specifications are determined by the Distributive Server Systems team in coordinated with the application performance needs.
6. Mirrored Staging and Production environments must be used for each applications, other environments such as Training can be added at the request of the customer
7. DOIT adheres to server consolidation strategies by deploying virtualization with VMWare. Virtual and shared servers are standard for staging environments. Virtual and shared servers are available in production environments if the application load and performance meets certain specifications and cost is a primary option.
8. Load Balancing will only be used for extremely high volume transaction applications only and the technology will be supplied by DOIT. High Availability architecture with Load Balancing systems will only be used for applications that require true 24X7 user access such as Public Safety systems
9. The application connection traffic between all 3 servers and tiers must be port specific and be provided by DOIT or agreed to by DOIT.
10. Application databases will be deployed on a Storage Area Network device, local disk is only used for base Operation System

11. Crystal Reports software is the standard reporting software tool. Heavy reporting solutions must separate the transaction and reporting databases into two servers (Physical or Virtual depending on environment).
12. Applications must use the DOIT centralized PayFlow server and software for online Credit Card processing. The DOIT development team will supply the application developer with the needed instructions on how to integrate to the PayFlow system.
13. 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.
14. Vendors/Agency Staff will not have any direct access to systems or software hosted at DOIT. All deployment work will be supervised and any changes to the application code will be deployed by DOIT hosting staff.
15. Vendors/Agency Staff must supply ALL documentation with regards to software deployments, configuration and ongoing support (upgrades, patches, etc)
16. Applications must have integration and data flow diagrams with regard to deploying a 3 tier physical application and they must be port specific, see below –

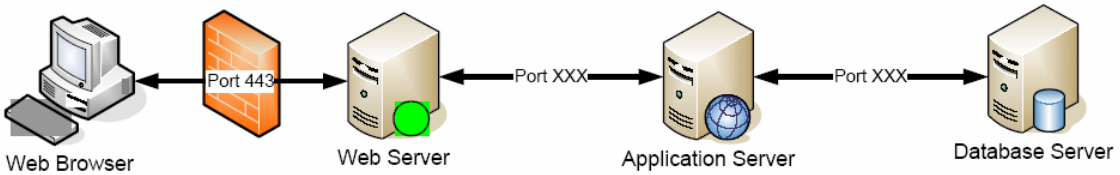


Figure 3: Three Tier Application – Port Specific Diagram

17. Application tier connection traffic should be configurable at deployment in a configuration file. This should include database connection configurations.
18. All application administration functions that need to be performed by an agency staff member must be done through a web browser or application thin client.
19. Vendors/Agency Staff will be able to FTP all application code to and from DOIT secured areas for initial deployment and upgrades
20. 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
21. 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.
22. Vendors/Agency Staff must adhere to DOIT ITIL based change control procedures and process
23. 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:

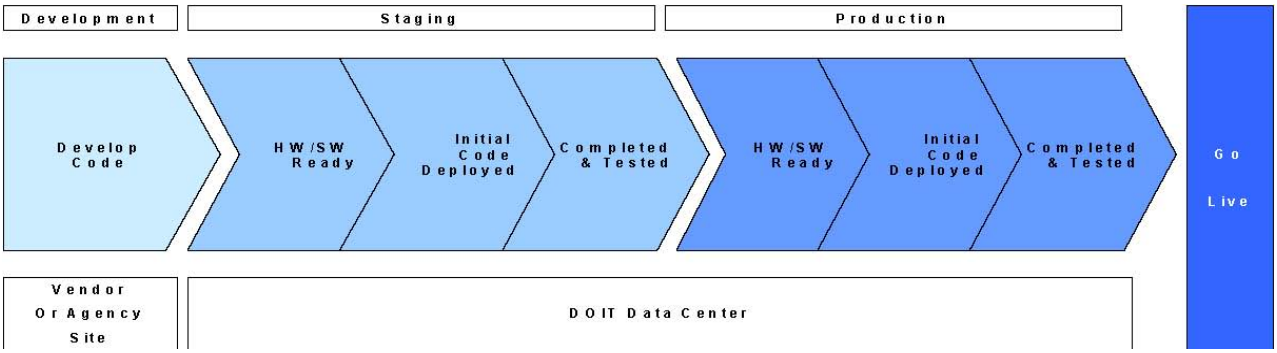


Figure 4: Release Management Process

Software Development Methodology

Technical Requirements Document

TABLE OF CONTENTS

A. INTENT OF THIS DOCUMENT **3**

B. ARCHITECTURE REQUIREMENTS **6**

C. NETWORK REQUIREMENTS **8**

D. SERVER REQUIREMENTS **9**

E. DATABASE REQUIREMENTS **9**

F. APPLICATION HOSTING REQUIREMENTS **10**

G. SECURITY REQUIREMENTS **10**

H. DIRECTORY & MESSAGING REQUIREMENTS **13**

I. MISCELLANEOUS **14**

J. APPLICATION/DATA INTERFACE REQUIREMENTS **15**

K. APPLICATION USER/TRANSACTIONAL VOLUME REQUIREMENTS **17**

L. REQUIREMENTS SIGNOFF **18**

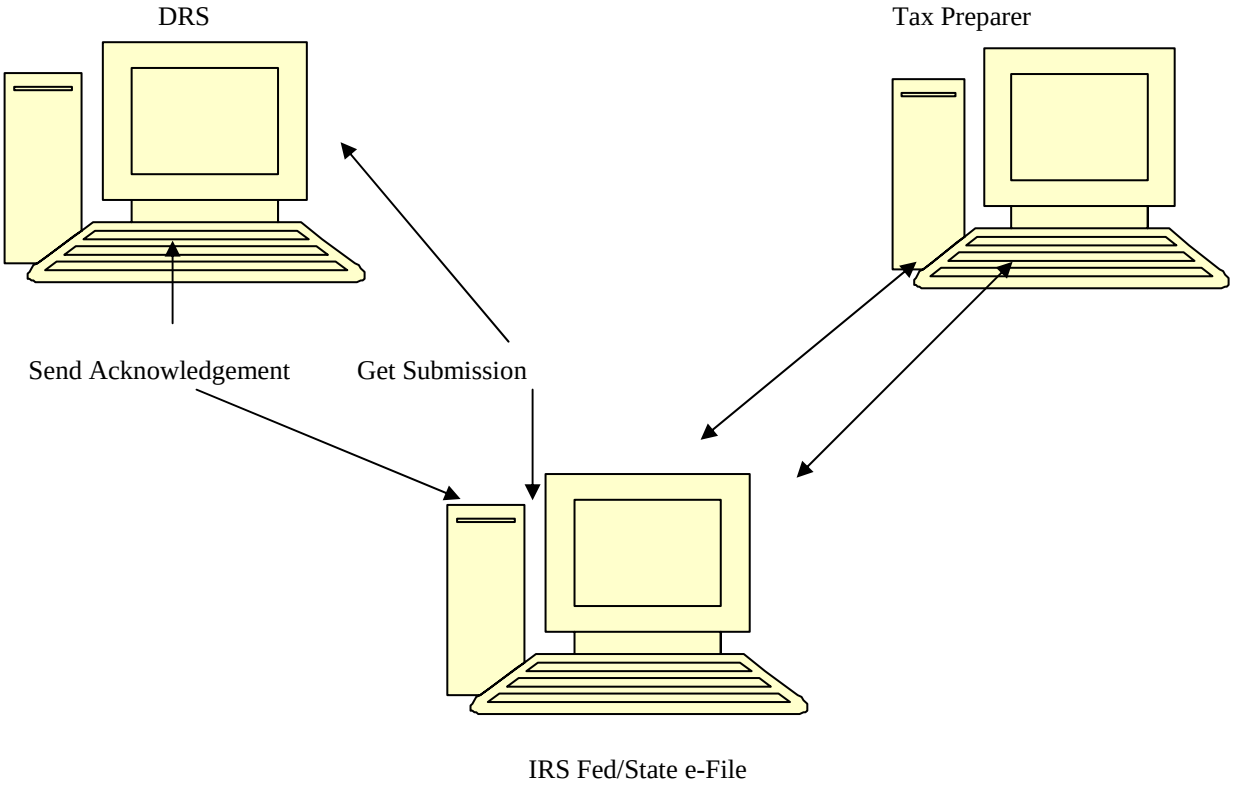
A. Intent of this Document

This document is intended to demonstrate the technical requirements for Modernized eFile (MeF). The exact architecture and technical design is not yet known as multiple vendors will be proposing solutions via the RFP process. .

MeF is an integrated, web-based replacement for the existing electronic filing platform which uses new architecture for electronic filing and introduces a more efficient and scalable efile system. The DRS supports the current FedState application through which over half of all State of Connecticut Income Tax returns are filed. The IRS has mandated that States convert to the MeF platform as soon as possible. The IRS will no longer be supporting the current technology and plans to begin phasing this out in 2010 and will have completely eliminated support for the old technololgy by 2013.

This is a high level overview of the Modernized eFile process. The exact types of servers and/or appliance(s) used to implement this technology are not yet known and will be determined by the various vendor solutions proposed by RFP responses.

High Level Functional Diagram



Tax Preparer	IRS Fed/State e-File	DRS
1. Fed and State Return submission **2. Fed Return acknowledgement or rejection** **3. State Return acknowledgement or rejection**	**1. Fed and State Return Receipt** **2. Send Fed Return acknowledgement/rejection** **3. Send State return acknowledgement/rejection**	**1. Pull Fed and State return from IRS** **2. Process State return using Connecticut business rules** **3. Send State return acknowledgement/rejection to IRS** **4. Update return in DRS database (ITAS)** **5. Direct Payments to Direct Payment Warehouse** **6. Refunds: a) Direct Deposits** **b) Paper – file sent for check printing**

B. Architecture Requirements

Requirement Identification Number	Technical Requirement Description	Importance	Comments
ARCH-1	Proposed technical standards and product standards are compliant with the existing EWTA technical and products standards and deployment patterns as listed in Attachment 13	Mandatory	Any proposed exceptions to this will be addressed during RFP reviews
ARCH-2	Designed with security, high speed, large storage capacity, and interface capabilities to other systems	Mandatory	To be addressed during RFP reviews
ARCH-3	Describe the system architecture (e.g., Web-Services Environment, subsystems and their methods of communication, interface capabilities with other systems and associated constraints, troubleshooting capabilities, programming environment, methods of extending built-in functionality)	Mandatory	To be addressed during RFP reviews

B.1 Architecture Diagrams

Platform and Server diagram— Modernized eFile process. The exact types of servers and/or appliance(s) used to implement this technology are not yet known and will be determined by the various vendor solutions proposed by RFP responses.

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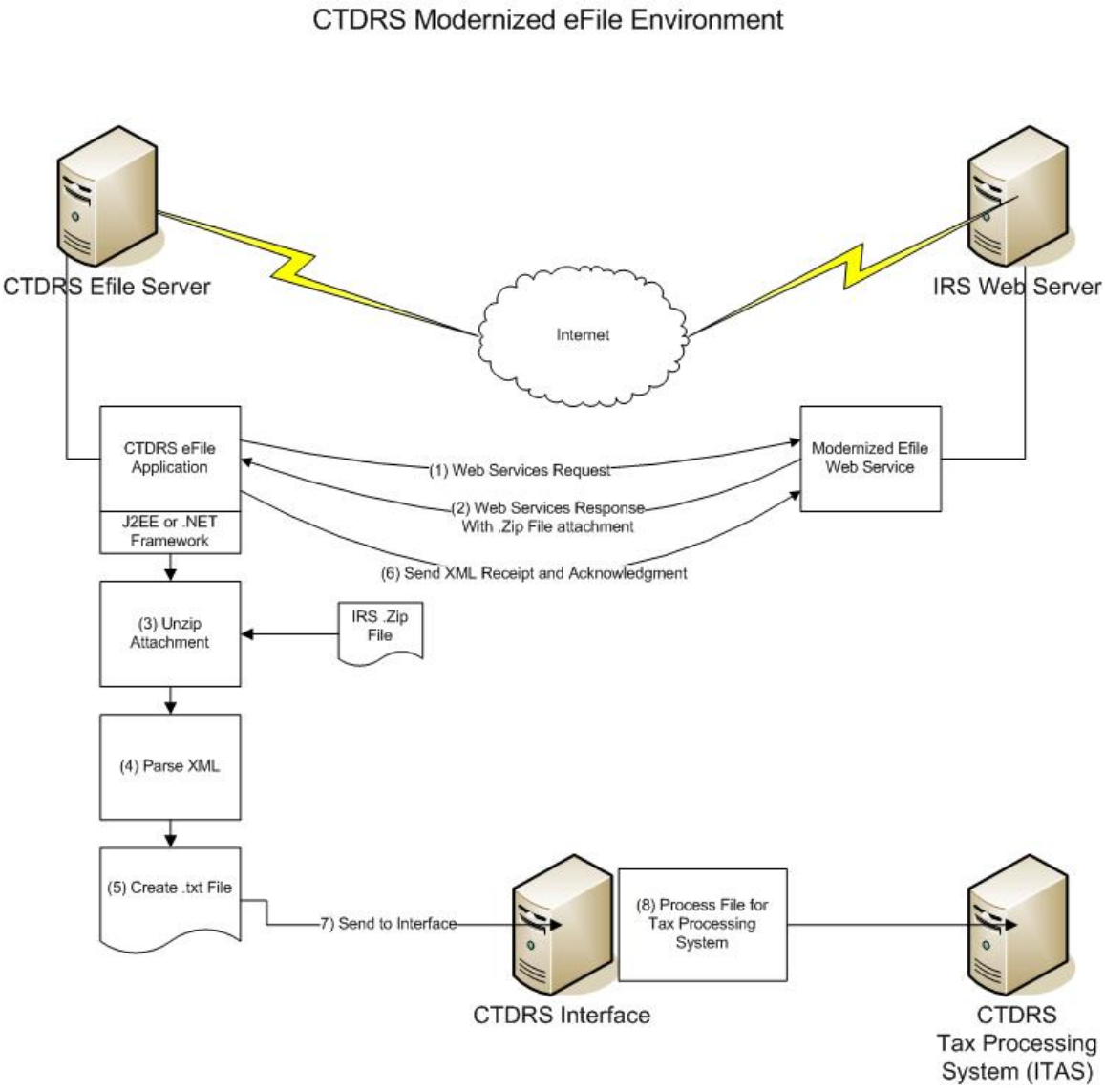

C. Network Requirements

Requirement Identification Number	Technical Requirement Description	Importance	Comments
NET-1	Applications must use static Firewall ports (no dynamic port assignment).	Mandatory	Required to meet EWTA deployment guidelines.
NET-2	Must be capable of interfacing directly with State and DRS standard Ethernet network infrastructure	Mandatory	
NET-3	Must define the External Networking Circuits needed for application as applicable (Speed, Bandwidth, Protocol)	Mandatory	To be addressed during RFP reviews
NET-4	Load Balancing	Optional	MeF is a client to IRS servers, so load balancing is N/A. However, redundancy is important.
NET-5	Network Ports (NTP is required for proper functioning of IRS strong authentication.)	Mandatory	The following ports need to be open for various tiers of the application: web services tier to IRS web tier for status info: TCP 80 web services tier to IRS transaction processing tier: TCP 443 web services tier to DRS ntp server: UDP 123 presentation tier to DRS IIS web tier: TCP 80, 443 web tier to SQL Server data tier: TCP 1433 various DRS tiers to the DRS file server tier: TCP 445, 139

D. Server Requirements

Requirement Identification Number	Technical Requirement Description	Importance	Comments
SER-1	If Intel based servers are proposed they are DELL brand.	Mandatory	Required to meet EWTA standard
SER-2	If Intel based servers are proposed they use Microsoft Windows 2003 SP1	Mandatory	Required to meet EWTA standard
SER-3	Application environment is installed on Windows 2003 SP1 Server platforms.	Mandatory	Required to meet EWTA standard
SER-4	Proposed solution should provide high performance and scalability (Attachment 6, 5A, 5B and 5F)	Mandatory	The preferred solution will allow for CPU, memory, and disk space upgrades.
SER-5	Proposed solution can be Appliance based	Optional	If an Appliance based solution is proposed it must receive DOIT approval.
SER-6	Proposed solution must utilize the agency's EMC CX340 SAN for storage.	Mandatory	

E. Database Requirements

Requirement Identification Number	Technical Requirement Description	Importance	Comments
DATA-1	Data base software is consistent with State product standards.	Mandatory	Acceptable solutions include Oracle 10 and SQL Server 2005 with ADO.NET 2003 and/or JDBC 2.1
DATA-3	Use of stored procedures consistent with published State IT Policy (the policy allows for stored procedures to be used for security purposes, e.g., SQL Injection prevention. The primary exclusion is for business processing).	Mandatory	Depending on the solution (to be addressed during RFP reviews) stored procedures may be used.
DATA-3	Describe what the transactions are doing; describe the basic reporting requirements.	Mandatory	Transactions are coming from the IRS and being processed into the DRS System. Report access should be governed by security permissions within the application
DATA-4	Separate reporting server and transaction server	Optional	This is optimal for performance
DATA-5	Database Drives - RAID 10	Mandatory	Database files should be stored on the DRS EMC SAN using dedicated RAID 10 Drives.

F. Application Hosting Requirements

Requirement Identification Number	Technical Requirement Description	Importance	Comments
HOST-1	Server implementation design is consistent with established patterns for application hosting at DOIT.	Mandatory	Meets Requirements
HOST-2	System must be capable of a complete daily system backup to tape media stored offsite.	Mandatory	What are the disaster recovery requirements for this application or system (backup schedule, MTR, RP, etc.)
HOST-3	Redundancy? What happens when server goes off-line?	Mandatory	The preferred solution will support cost-efficient redundancy.

G. Security Requirements

Requirement Identification Number	Technical Requirement Description	Importance	Comments
SEC-1	Full Compliance to Federal and State data security policies. To meet functional and assurance requirements, the security features of the environment must provide managerial, operational, and technical controls. All security features must be available and activated to protect against unauthorized use and access to Federal Tax Information (FTI) and State Tax Information.	Mandatory	Data security policies are documented in IRS Publication 1075, "Tax Information Security Guidelines for Federal, State and Local Agencies and Entities". The following sections/exhibits from IRS Publication 1075 are of particular importance to information systems that use and/or process FTI: Record Keeping Requirements (Section 3) Secure Storage (Section 4) Physical Security and Minimum Protection Standards (Section 5) Other Safeguards (Section 6) Reporting Requirements (Section 7) Disposing Federal Tax Information (Section 8) NIST Moderate Risk Controls for Federal Information Systems (Exhibit 4) Data Warehouse Concepts & Security Requirements (Exhibit 6) Password Management Guidelines (Exhibit 8) System Audit Guidelines (Exhibit 9) Encryption Standards (Exhibit 11)
SEC-2	Supports IRS Strong Authentication	Mandatory	IRS Strong Authentication with IRS-approved digital certificates is a requirement. Accurate message timestamps are critical to the proper functioning of MeF Strong Authentication. Describe ability to comply with IRS MeF requirements for strong authentication.
SEC-3	General system tracking and logging requirements (Attachment 6, 5N):	Mandatory	Log entries should include: i) the date of the system event; ii) the time of the system event; iii) the type of system event initiated; and iv) the user account, system account, service or process responsible for initiating the system event.

SEC-4	The system generates audit records for all security-relevant requests including administrator accesses.	Mandatory	The audit trail shall capture all actions, connections and requests performed by privileged users. The audit trail shall capture modifications to administrator account(s) and administrator group account(s) including: i) escalation of user account privileges commensurate with administrator-equivalent account(s); and ii) adding or deleting users from the administrator group account(s).
SEC-5	Access to the audit trail shall be restricted to personnel routinely responsible for performing security audit functions. (Attachment 6, 5N)	Mandatory	
SEC-6	The system is protected against malware including, but not limited to, computer viruses, worms, trojan horses, rootkits, spyware, adware, and crimeware (Attachment 6, 5K)	Mandatory	

H. Directory & Messaging Requirements

Requirement Identification Number	Technical Requirement Description	Importance	Comments
DIR-1	Internal users must log-in to the State authentication service before gaining access to the application/web server.	Mandatory	N/A
DIR-2	Directory services used by the application are limited to …(e.g., Microsoft Active directory)	Mandatory	N/A
DIR-3	Interfaces between separate application systems should be message-based.The State uses IBM WebSphere MQ 5.2 for connections to intra- and inter- agency applications.	Preferred	Describe Application messaging infrastructure

I. Miscellaneous

Requirement Identification Number	Technical Requirement Description	Importance	Comments
MISC-1	Fully compliant with MeF requirements (Attachment 6, 3.1B and 5D)	Mandatory	Including, but not limited to, the most recent versions of: IRS Pub. 4163, IRS Moderized Efile for Software Developers and Transmitters, IRS MeF State and Trading Partners Interface Control Document, TIGERS Standards Document, TIGERS Best Practices, TIGERS Schemas
MISC-2	Supports IRS facility which allows states to self-transmit returns for functional testing.	Optional	The preferred system will support this future IRS facility which was last discussed at the IRS Working Group Meeting on March 3, 2009.
MISC-3	Solution includes both Development and Test platforms (Attachment 6, 5J)	Mandatory	
MISC-4	Includes a configurable trace/logging and/or debugging facility to assist with troubleshooting (Attachment 6, 5E and 5M)	Mandatory	The preferred solution will include the ability to automatically email problem reports to a specified address list.
MISC-5	Internet access to version control repository, bug tracking database, and patch tracking database is provided.	Optional	The preferred solution will include Internet access to at least the bug and patch tracking databases.

J. Application/Data Interface Requirements

Requirement Identification Number	Technical Requirement Description	Importance	Comments
INTRF-1	Supports W3C Web Services Standards (Attachment 6, 3.1 and 5I)	Mandatory	The preferred solution, in addition to supporting MeF, should support the development and use of other web services.
INTRF-2	Supports IRS MeF Modernized System Infrastructure Web Service APIs	Mandatory	Login, Logout, EtinRetrieval, EtinStatus, GetStateParticipantList
INTRF-3	Supports IRS MeF State Web Service APIs - ability to pull files from the IRS (Attachment 6, 3.1A, 5B, and 5C) - ability to immediately send receipts to IRS (Attachment 6, 3.2A) - transmitting acknowledgements (Attachment 6, 3.2C)	Mandatory	GetNewSubmissions GetSubmissionsByMsgID GetSubmissions GetSubmission SendSubmissionReceipts SendAcks GetNewAckNotifications GetAckNotifications GetAckNotification GetSubmissionReconciliationList
INTRF-4	Supports State Web Client (Microsoft IE) Presentation Tier Standards	Mandatory	HTML 4.0, MS Jscript (limited client side edits, dynamics), SSL v3, X.509
INTRF-5	Supports State XML Standards	Mandatory	SOAP 1.2, XML 1.0/1.1, W3C XML Schema 1.1, XSLT 1.1, XPath 1.0
INTRF-6	Interfaces with DRS systems (Attachment 6, 5G)	Mandatory	To facilitate integration with existing DRS systems and desktops, the preferred solution will be implemented using VB.NET 2008, IIS, and ASP.NET 3.5. Solutions implemented with Java 2EE 1.4 SDK, WebSphere 6.0, and JSP/servlets are also acceptable.
APP-1	The system should be designed and implementated with scalability and high performance in mind (Attachment 6, 5A, 5B and 5F)	Mandatory	The system should be easily scalable via the creation of additional processes and/or threads; and this facility should be configurable.
APP-2	The application should support multiple concurrent IRS sessions and IRS application system ids (ASID).	Mandatory	This facility should be configurable and support the IRS method of volume management (currently managed by file size)
APP-3	The application should support the simultaneous processing of downloading IRS returns, uploading DRS receipts/acknowledgements, and xml validation/processing.	Mandatory	Describe how the system supports this requirement (to be addressed in the RFP reviews).

APP-4	Parsing submissions (Attachment 6, 3.2B)	Mandatory	The message attachment and each submission contained in the attachment must be unzipped. Each submission must be cross-checked against the information within the message and its own manifest for correctness.
APP-5	Storing submissions (Attachment 6, 3.2D)	Mandatory	Acceptable storage vehicles include but are not limited to CIFS filesystem and/or State compliant SQL database.
APP-6	Storing receipts and acknowledgements (Attachment 6, 3D)	Mandatory	Acceptable storage vehicles include but are not limited to CIFS filesystem and/or State compliant SQL database.
APP-7	Supports customized and ad hoc queries (Attachment 6, 5L)	Mandatory	Acceptable solutions include but are not limited to Crystal Professional 11 or MS SQL Server Report Services 2005
APP-8	Supports configuration changes without having to modify source code (Attachment 6, 5E)	Mandatory	Acceptable solutions include configuration files and/or a graphical utility.
OPT-1	Viewing System (Attachment 6, 4.1) - proposed solution addresses:	Optional	The preferred solution will target the IE browser and be implemented using VB.NET 2008, IIS, and ASP.NET 3.5.
	viewing XML data		
	viewing binary attachments		
OPT-2	Back End System (Attachment 6, 4.2) – proposed solution addresses:	Optional	
	a) Verification and rejection of inaccurate data		Requirement of this option
	b) Date validation		Requirement of this option
	c) Grace period logic		Requirement of this option
OPT-3	Building State Schemas (Attachment 6, 4.3) – proposed solution includes:	Optional	
	a) Development of each major form (CT-1065/1120si, CT-1120, CT-1040 and all applicable schedules)	Mandatory	Requirement of this option
	b) Compliant with TIGERS Standards, Best Practices, and Schemas	Mandatory	Requirement of this option
	c) Receive approval by TIGERS for Connecticut's participation in the MeF program	Mandatory	Requirement of this option

K. Application User/Transactional Volume Requirements

MAXIMUM # Transactions				
Application	**Maximum # of TRANSACTIONS as of 2010**	**Maximum # of TRANSACTIONS as of 2011**	**Maximum # of TRANSACTIONS as of 2012**	**Maximum # of TRANSACTIONS as of 2013**
	The system must be sized to accommodate well over 1,000,0000 transactions	The system must be sized to accommodate well over 1,000,0000 transactions	The system must be sized to accommodate well over 1,000,0000 transactions	The system must be sized to accommodate well over 1,000,0000 transactions
Personal Income Tax Filing	700,000	1,000,000	1,400,000	1,500,000
Corporate Filing 1120		5,000	10,000	15,000
Corporate Filing 1065	5,000	15,000	20,000	25,000

MAXIMUM CONCURRENT SESSIONS				
Application				
Personal Income Tax Filing	250 - 500	250 - 500	250 - 500	250 - 500
Corporate Filing 1120	250 - 500	250 - 500	250 - 500	250 - 500
Corporate Filing 1065	250 - 500	250 - 500	250 - 500	250 - 500

MAXIMUM DAILY VOLUME (WORST CASE)				
Application	**Maximum # of DAILY TRANSACTIONS**	**MAXIMUM VOLUME (mBytes)**		
Personal Income Tax Filing	100,000	1500		
Corporate Filing 1120	5,000	100		
Corporate Filing 1065	10,000	100		

L. Requirements Signoff

The Agency and DOIT Team signoff on these technical requirements means that you accept these requirements at this time. Any future changes to these requirements must go through the standard change management process as described in the project's Configuration Management plan.

Business Manager:

Name:	
Date:	
Signature:	

Third-Party Vendor:

Company Name:	
Vendor Representative:	
Title:	
Date:	
Signature:	

Technology Manager:

Name:	
Date:	
Signature:	

IT Project Manager:

Name:	
Date:	
Signature:	

DOIT Security:

Name:	
Date:	
Signature:	

DOIT Hosting Manager:

Name:	
Date:	
Signature:	

Enterprise Architect:

Name:	
Date:	
Signature:	