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

RFP #06ITZ0108

Department of Consumer Protection Prescription Monitoring Program

March 8, 2007

AMENDMENT # 1
provides the following:

1. **Adds the Vendor Questions and Answers Document**
2. **Updates Attachment #2 – Removed the population of Manufacturers and Wholesalers to the database**
3. **Updates Attachment #3 – Revision to Cost Sheets**
4. **Updates Attachment #11 – Corrects Baseline Evaluation Criteria (3.1)**

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
CONTRACTS AND PURCHASING DIVISION

State of Connecticut, Department of Information Technology
RFP #06ITZ0108
DCP Prescription Monitoring Program

QUESTIONS AND ANSWERS

1. Q. Was there an RFI that proceeded the RFP 06ITZ0108? When was the RFI released and response due? How can I get a copy of the RFI and responses?

   A. The RFI was issued and questions presented and answered at that time.

2. Q. The RFP requires that a proposer must have implemented electronic prescription monitoring programs in four states in the past six years. Will the State consider waiving this requirement?

   A. No. The State will not be waiving this requirement.

3. Q. Can the State clarify the quantities for software in this RFP?

   A. This Request for Proposals is for one all-encompassing software program customized to meet the needs specified in the RFP.

4. Q: Attachment 6, Section 9.2 (Page 6 of 11) of the RFP states that there are approximately 620 dispensers that may be required to report to the program. Are all of these dispensers pharmacies? If these all are pharmacies how will information from other types of dispensers (doctors, dentists, veterinarians, podiatrists, etc.) be collected?

   A: They are primarily licensed Pharmacies. Other dispensers are not required to report. See questions 13, 19.

5. Q: 2.2.22 (Page 14 of 22) Does this mean that object code, screens, manuals and other written materials produced specifically for this Connecticut program will become Federally owned? For source code that already exists prior to this contract will any object code or derivative, tailored information made specifically for Connecticut under this contract come under Federal ownership? If any such does come under Federal ownership will it become available under a public records request?

   A: It is not the State's expectation to take ownership of COTS packages.

6. Q: What is 4E software referenced in the RFP?

   A: All references to 4E in the RFP have been removed.

7. Q: In Attachment 2 Section 3.14.3 are vendors required to include references?

   A: Yes

8. Q: Attachment 6 Section 8 Please define the references to Help Desk 24 x 7 ?

   A: See Attachment 3 Addendum for revised Cost sheet.
   IT will include but not be limited to issues such as: failure during transmission of data, system availability. Vendors may provide recommendations for 24 x 7 IT coverage. DCP and Registered users should able to make contact during normal state business hours, 8-5. Contact should be by phone, email, or web enabled contact process. Vendors should propose their recommendations and applicable cost should the cost sheets not provide sufficient detail.

9. Q: Will the ad-hoc report feature be available to Physicians and Pharmacists?

   A: No, ad-hoc reports will be available to DCP only. Ad hoc will be defined as requesting information (reports or files) at any time, 24x7. Vendors should provide their feedback process including time delimiters. Ad hoc real time is defined as providing a capability to DCP for requesting non standard reports and receiving the information required in those reports in less than 1 hour. Vendors should provide recommendations as to how this may be accomplished.

10. Q: Are there certain levels of permissions to receive unencrypted data and is the State of Connecticut going to monitor PHI information release?

    A: Registered users should have access to their patient's data through DCP. The application will maintain the data protection. Also, vendors will explain how this will occur in their proposal.

11. Q: Should the data reside on the system encrypted?

    A: Data will be encrypted at the storage location to prohibit unauthorized access and data theft at that location (Vendor's Data Center). All access to data will require DCP approval.

12. Q: What is the State's definition of a dispenser?

    A: Licensed Pharmacies and outpatient Pharmacies in Hospitals.

13. Q: Should subcontracting be disclosed at the time of proposal submission?

    A: Yes

14. Q: Do consulting staff services have to be part of a State of CT approved vendor list?

    A: No. However, The State will give a preference to responding vendors who elect to augment their staff with local, Connecticut-based resources, obtained from any of the four (4) approved vendors currently part of the State's master IT consulting agreement (04ITZ0007).

15. Q: Does the State of Connecticut expect the vendor to install their software on State of Connecticut provided hardware?

    A: No, the vendor will be responsible for all hardware and software at a location of the vendor's recommendation.

16. Q: Does the proposed system have to reside on the State of Connecticut infrastructure (Page 9 of 11 Attachment 6 Bullet 13)?

    A: No, it is not expected that this application would be available through the State of Connecticut Portal or reside in the State of Connecticut Data Center. The application must be HIPAA compliant and must be available for a HIPAA audit.

17. Q: Should manufacturer and wholesaler data to be populated in the proposed database?

    A: No, only Licensed Pharmacy data.

18. Q: Should NDC cross-referencing to an understandable descriptor or complete descriptor be part of this proposal?

    A: Yes, the Vendor should recommend an approach.

19. Q: How does DCP expect to obtain accurate dispenser provided data?

    A: Follow the rules associated with Data Scrubbing as outlined by the American Society for Automation in Pharmacy (ASAP).

20. Q: What methods are to be used to hold the dispensers to task on providing data in a timely and complete fashion?

    A: DCP expects the requirements outlined in the Controlled Substance Act.

21. Q: Who is assigning a PHI to a patient?

    A: DCP - that is part of the cost component identified as DCP administration client # and cleanup process. The identifier provided through pharmacies will be retained as information. Vendors should propose recommendation as to factors to be considered in the PHI identification process.

22. Q: Who are the individual on the evaluation team?

    A: That has yet to be determined.

23. Q: What methods are to be used in cross-referencing PHI which is encrypted and maintain access security rights of registered users and administrator?

    A: The requirements of the RFP stand however; Vendors may propose alternative solutions and should if they believe they can accomplish the secure data requirements of HIPAA through a more cost effective manner.

24. Q: Attachment 2, Section 1.1, where is the consulting agreement disclosure form located within the RFP materials? Is this a form the vendor will need to acquire separately and submit it with the proposal?

    A: See Attachment 10, Vendor Certifications.

25. Q: Attachment 2, Section 3-14-3. The list of reference information that the vendor must include with its references isn't present. Can the state provide this list so the vendor can provide an acceptable response?

    A: Proposal documents have been updated and attached.

26. Q: The RFP mentions consulting staff services being on an approved vendor list for the State of Connecticut. Is there an approved vendor list for hardware for the State of Connecticut?

    A: No.

27. Q: Does the State intend to use existing hardware, new hardware, state-provided hardware or hardware residing at the vendor's location?

    A: The expectation is that hardware and software would be the responsibility of the winning vendor.

28. Q: The RFP also talks about residing within the state security infrastructure. Is that going to be virtually deployed or is the state security infrastructure going to be the portal to which people will access the services provided by the vendor?

    A: The expectation is that the data will reside in an environment that is accorded through your response. The vendor will provide the availability for people to access this information, not through the State's portal.

29. Q: Page 11 of 21. There is a requirement to populate certain database elements as a task. One group of database elements is manufacturer data and wholesaler data.

    A: That requirement has been removed.

30. Q: Section 2.2.22 talks about ownership of the software – Is this only for custom software?

    A: It's not the State's expectation to take ownership of COTS packages.

31. Q: Section 2.2.25 talks about the independent price determination, and it says that vendors need to certify that it's been arrived at independently, but also, that the cost quoted has not been knowingly disclosed previously. Does this include pricing previously offered to the State in other procurements?

    A: DCP understands that some of the functionality has become common across other similar applications yielding public known, metric oriented cost structures. It is for those elements of the proposal that would be construed by the vendor as add on or unique to this proposal or for some reason the metrics are different from their normal service where disclosure would apply.

32. Q: Regarding 2.2.30, referring to corporate governance: Are privately held companies expected to make this statement? What would be the ramifications of a company not being able to say they comply?

    A: *Per the Corporate Governance Rule Proposals from www.nyse.com:* "The standards in Section 303A will apply to all companies listing common stock on the Exchange, and to business organizations in non-corporate form such as limited partnerships, business trusts and REITs"

33. Q: Since this is a hosted solution, can the State clarify the requirement of compliance with State IT standards, such as MQ series?

    A: Any solution offered by responding vendors must comply with DOIT's EWTA Standards.

34. Q: Does the vendor have to explain how it meets or does not meet the standards referenced on Page 8 of 21, 3.11.2, "Product Architecture." In several sections of the RFP it mentions, "Describe how your product design meets certain EWTA guidelines." If it's an outsource solution in your environment, is this applicable?

A: If the vendor's proposal includes hosting, this is not applicable. However, if this is to be hosted by the State, explanation(s) will be necessary.

35. Q: Attachment 5 the IT Information Processing System Agreement. Has that been used to contract with a vendor supplying a vendor-hosted solution before?

A: Yes. This document will be customized to reflect the result of this RFP and negotiations with the winning vendor.

36. Q: Section 2.15 says, "Failure to accept the administrative requirements of the RFP may result in rejection of the proposal." These have to be equivocally accepted? What are "administrative requirements"?

A: This statement refers to any and all administrative requirements stated throughout the RFP.

37. Q: Is a company that is a certified minority enterprise in the State in which they are domiciled, that makes no difference whatsoever in the applicability of this?

A: The State of Connecticut's Set Aside Program is only for Connecticut Vendors who have been certified by DAS as an SBE, MBE or WBE. Use of these certified firms in a subcontracting capacity will afford special consideration for the responding vendor in the evaluation process.

38. Q: Attachment 7, you have to fill out all these forms that only apply to Connecticut. We can't use the fact that we have 50 percent of our company consists of Asian Indians or African-Americans to complete this form?

A: The CHRO form requires vendors to list certain information about their employee base. The SBE, MBE or WBE status is only considered if deemed so by DAS.

VENDOR CONFERENCE ATTENDEES

Prescription Monitoring Program for the Dept. of Consumer Protection

RFP 06ITZ0108 ~ February 21, 2007

Attendee	Company Name & Address	Phone No.	E-Mail Address
Steve Stefurak	Per-Se Technologies 4 Corporate Square Atlanta, GA 30329	(404) 728-2355	steve.stefurak@per-se.com
Jerry Long	PCC Technology Group 2 Barnard Lane Bloomfield, CT 06002	(860) 242-3299	jlong@pcctg.com
Nancy Marx	Oracle 54 Shady Hill Lane Middletown, CT 06457	(860) 632-8329	nancy.marx@oracle.com
Jim Clair	GHS Data Management 45 Commerce Drive, Suite 5 P.O. Box 1090 Augusta, ME 04332	(800) 832-9672	jclair@ghsinc.com
Greg Davda	Optimum Technology 100 East Campus View Blvd. Columbus, OH 43235	(614) 785-1110	greg.davda@otech.com
Ron Hatfield	Optimum Technology 100 East Campus View Blvd. Columbus, OH 43235	(606) 922-1999	rlhatfield49@gmail.com
Al Gaudet	Arbot Software 95 Oak Street Glastonbury, CT 06033	(860) 633-5400 x505	agaudet@arbot.com

STATE OF CONNECTICUT

DEPARTMENT OF INFORMATION TECHNOLOGY

(www.ct.gov/doit)

REQUEST FOR PROPOSALS

RFP # 06ITZ0108

Prescription Monitoring Program

Date Issued: February 8, 2007

Due Date & Time: April 5, 2007 @ 2:00 p.m. Eastern Time

Send all sealed responses to:

State of Connecticut
Department of Information Technology
Contracts & Purchasing Division
Attn: Elizabeth Basso
101 East River Drive, 4th Floor
East Hartford, CT 06108

REQUEST FOR PROPOSAL

*APPROVED*_____

DOIT-CPD-25 Rev. 02/06

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

TABLE OF CONTENTS

1 FOREWORD 1

1.1 PREFACE 1
1.2 OBJECTIVE 1
1.3 BACKGROUND 1
1.3.1 STAKEHOLDERS 2
1.3.2 BACKGROUND 3
1.3.3 BACKGROUND 6
1.3.4 BACKGROUND 7
1.4 EVALUATION 7
1.5 IMPLEMENTATION 7

2 ADMINISTRATIVE REQUIREMENTS 8

2.1 VENDOR INSTRUCTIONS 8
2.1.1 CONFORMITY TO INSTRUCTIONS 8
2.1.2 PROPOSAL RESPONSES TO THIS RFP 8
2.1.3 IDENTIFYING RFP COMMUNICATIONS 8
2.1.4 VENDOR QUESTIONS AND STATE REPLIES 8
2.1.5 ACCEPTANCE OF ADMINISTRATIVE REQUIREMENTS 9
2.1.6 DEVIATING FROM RFP SPECIFICATIONS 9
2.1.7 EXCLUSION OF TAXES FROM PRICES 9
2.1.8 VENDOR CONTACT(S) 9
2.1.9 VALIDATION OF PROPOSAL OFFERINGS 9
2.1.10 PROPOSAL COMPLETENESS 9
2.1.11 RESTRICTIONS ON CONTACTS WITH STATE PERSONNEL 9
2.2 OTHER CONDITIONS 9
2.2.1 OTHER RIGHTS RESERVED 9
2.2.2 REMEDIES AND LIQUIDATED DAMAGES 10
2.2.3 SYSTEM NON-ACCEPTANCE 10
2.2.4 CONTROL OF RFP EVENTS AND TIMING 11
2.2.5 PROPOSAL EXPENSES 11
2.2.6 OWNERSHIP OF PROPOSALS 11
2.2.7 ORAL AGREEMENT OR ARRANGEMENTS 11
2.2.8 HOLDBACK REQUIREMENTS 11
2.2.9 VENDOR PRESENTATION OF SUPPORTING EVIDENCE/SURETY 11
2.2.10 VENDOR DEMONSTRATION OF PROPOSED PRODUCTS 11
2.2.11 VENDOR MISREPRESENTATION OR DEFAULT 11
2.2.12 STATE FISCAL AND PRODUCT PERFORMANCE REQUIREMENTS 12
2.2.13 CONFORMANCE OF AWARDS WITH STATE STATUTES 12
2.2.14 ERRONEOUS AWARDS 12
2.2.15 CORPORATE REPORTING 12
2.2.16 JOINT VENTURES 12
2.2.17 PREFERRED USE OF LOCAL CONSULTING RESOURCES 12
2.2.18 FREEDOM OF INFORMATION ACT 13
2.2.19 SECURITY CLEARANCE 13
2.2.20 AUTHORIZED TO WORK ON PROJECT 13
2.2.21 KEY PERSONNEL 14
2.2.22 OWNERSHIP OF THE SYSTEM 14
2.2.23 RIGHTS TO AUDIT 14
2.2.24 WARRANTY 14
2.2.25 INDEPENDENT PRICE DETERMINATION 14
2.2.26 OFFER OF GRATUITIES 15
2.2.27 READINESS OF OFFERED PRODUCTS 15

2.2.28 INSPECTION OF WORK PERFORMED 15
2.2.29 DATE/TIME COMPLIANCE 15
2.2.30 CORPORATE GOVERNANCE 16

3 TYPICAL ACTIVITIES CONDUCTED AFTER RFP ISSUANCE 17

3.1 VENDOR COMMUNICATION 17
3.1.1 PROCUREMENT SCHEDULE 17
3.1.2 VENDORS' CONFERENCE 17
3.1.3 VENDORS' QUESTIONS 17
3.2 RFP RESPONSE COORDINATION AND REVIEW 17
3.3 PROPOSAL EVALUATION 18
3.3.1 EVALUATION TEAM 18
3.3.2 EVALUATION PROCESS 18
3.3.3 ESTABLISH AND CONDUCT APPLICABLE VENDOR BENCHMARKS 18
3.3.4 BENCHMARKING PURPOSE AND SCOPE 18
3.3.5 UNMONITORED VENDOR-DOCUMENTED BENCHMARKS 19
3.3.6 LIVE DEMONSTRATION OF BENCHMARKS TO STATE 19
3.4 IMPLEMENT NECESSARY AGREEMENTS 19
3.5 NOTIFICATION OF AWARDS 19

4 PROPOSAL REQUIREMENTS 19

4.1 PROPOSAL SUBMISSION 20

5 STATE PROJECT TEAM 21

5.1 MANAGEMENT TEAM 21

ATTACHMENTS

Attachment 1 Mandatory Vendor Questionnaire
Attachment 2 Vendor Proposal Format and Content Requirements
Attachment 3 Vendor Proposal Cost Worksheets
Attachment 4 Vendor Validation and Authentication Statement
Attachment 5 Information Processing Systems Agreement
Attachment 6 Business and Technical Requirements
Attachment 7 CHRO Forms
Attachment 8 Vendor Checklist
Attachment 9 Vendor Certification Regarding Lobbying
Attachment 10 Vendor Certifications
Attachment 11 Evaluation and Selection Criteria
Attachment 12 Definitions

APPENDICES

Appendix A DoIT Strategic Standards and Products
Appendix B Guidelines for Web Based Applications
Appendix C Conceptual Architecture Principles
Appendix D Top Ten Security Vulnerabilities

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 Proposal (RFP) on behalf of the Department of Consumer Protection (DCP) to deploy and assist with the ongoing support of a system for monitoring the dispensing and utilization of controlled substances level 2 and above prescription drugs (here and after to be referred to as the Prescription Monitoring Program or PMP). The agency uses this database to satisfy many of its regulatory mandates and public information responsibilities. It is expected that this RFP will result in a contract to deliver, deploy and operate (host) the system and support the user base for a period of 4 years after initial deployment.

1.3 BACKGROUND

The diversion of legitimate prescription drugs for personal abuse and for distribution to the illegitimate street drug market remains a serious problem in the state of Connecticut, as it is across the country. Accurate statistics remain unavailable for Connecticut because the State does not have an organized program to gather such information. Anecdotal evidence exists, which documents that a significant prescription drug diversion problem has persisted for years in Connecticut. Similar drug diversion problems in other states have been well documented by state and federal agencies.

Prescription drug diversion occurs in variety of places, such as hospitals, pharmacies, and the pharmaceutical wholesalers and manufacturers. Diversion occurs at the community pharmacy level through robberies or break-ins, employee theft, drug seeking patients or individuals attempting to obtain drugs illegally. Diversion also occurs through inappropriate prescriptions written by competent, well-meaning practitioners who are duped by drug seeking individuals or by impaired practitioners who are inappropriately prescribing for themselves or others. However, documenting the scope and breadth of these problems, and the ability to address, them are limited in the absence of an effective statewide monitoring program.

Accurate and up-to-date data, required to substantiate and quantify the impact of this drug diversion activity, does not exist in Connecticut because the State does not have an automated, query based system and methodology nor an Ad-hoc reporting mechanism to gather such data. The only way to gather such data is through an enormous manual effort with many person-hours for just one event request. Without accurate, accessible and up-to-date data, no analysis or conclusions exist. The Division of Drug Control's experience with the existing manual program, the experience of similar states that have data gathering methods, such as a controlled substance prescription monitoring program, lead it to believe the impact in Connecticut is significant and must be addressed. Even without current and accessible data, there is no debate over whether prescription drug diversion exists and compromises public health, safety and welfare. The existence of controlled substance monitoring programs in surrounding states, including Maine, Rhode Island, Massachusetts and New York raises

concern that drug-seeking patients and other individuals intent on diverting prescription drugs for illicit use may be migrating to Connecticut for easy "scamming" where no program for monitoring exists.

Few of these drug-seeking individuals are ever identified for referral to medical practitioners for help, or to law enforcement. When discovered by the pharmacist at the prescription counter, most simply leave and move on to a different pharmacy. Even when reported to law enforcement, the individual is usually gone before an officer reaches the scene. In addition, because of limited available resources, the law enforcement agency may not have an officer to respond or may not view a phony prescription at the pharmacy as a high priority.

Of further concern to the state is the data that has been generated by the U.S. Drug Enforcement Administration (DEA) regarding the total amount of individual controlled substance prescription drugs distributed into the state. Reports generated by the DEA's Automation of Reports and Consolidated Orders System (ARCOS) for the year 2002 indicates that Connecticut is ranked No.6 in the nation, including the 50 U.S. states, 3 U.S. territories and the District of Columbia, in the total per capita distribution of oxycodone, the active drug component in Oxycontin. Connecticut also ranked No. 40 in codeine per capita distribution, No. 2 in hydromorphone, No. 4 in Fentanyl, No.22 in methadone, No 37 in D-Amphetamine and No. 21 in the nation in morphine per capita distribution. These statistics do not measure prescribing or dispensing, but only the total amount of drug distributed into the state by the drug's manufacturers and wholesalers. It is most unfortunate that statistics, easily provided by a prescription-monitoring program, are not available in order to closely track and evaluate these apparent trends identified by the ARCOS reports and to assist in the development of appropriate public policy in response.

Connecticut has a population of just over 3.5 million, 21 incorporated cities, 8 counties, approximately 620 pharmacies and 4500 pharmacists. The state has approximately 16,000 physicians, 1000 dentists, 1200 Nurse Practitioners, Physician Assistants, and 800 veterinarians, authorized by their scope of practice in the state to prescribe controlled substances.

1.3.1 STAKEHOLDERS

This document is written as a means to present the findings of the analysis performed, concepts, design and functional requirements for the Prescription Monitoring Program that is being recommended for the State of Connecticut through the Department of Consumer Protection, Division of Drug Control.

The intended audience for this document will be the stakeholders of this project. Stakeholders included in the PMP project are listed below;

- Commissioner, Department of Consumer Protection
- Commissioner, Department of Health
- Commissioner, Department of Social Services
- Drug Control Division, all team members
- Board of Medical Examiners
- Board of Dentistry
- Board of Veterinarians
- Board of Pharmacy
- All Controlled Substance Licensed Practitioners
- Local and Federal Law Enforcement Agencies
- State Representatives
- State Senators

Prescription Monitoring Programs have been around and installed in the United States of America since 1986. These programs were manually intensive and required an ever-increasing amount of people time to maintain so that the data could be relatively current and useful to the State government, law enforcement and the people in the communities affected by the diversion of controlled substances to the streets or into the home.

In October 2002, the Alliance of States with Prescription Monitoring Programs (Alliance) and the National Association of State Controlled Substances Authorities (NASCSA) jointly adopted the Prescription Monitoring Program Model Act. The Model Act provides a statutory framework for establishing and operating a prescription-monitoring program (PMP). Both organizations recommend that states use the Model Act to establish new and update existing monitoring programs.

The Model Act is a consensus document that reflects the best practices of states that currently run monitoring programs as well as the knowledge of many other states that have a longstanding interest in such programs. The prescription monitoring states cover half the U.S. individual and practitioner populations and have over one-hundred years of combined experience in operating monitoring programs. See below link to access the Model Drug Act documentation;

http://www.nascsa.org/PDF/PMPmodelact02.pdf

On March 3, 2003, the NASCSA Executive Committee voted to adopt the "Report on Prescription Monitoring Standards" which was generated by a group, charged by the Organization to study this issue. The report recommends the data elements and the sources of such data that are recommended to be included in state controlled substance prescription monitoring programs. See the below link to access a copy of the Standards:

http://www.nascsa.org/News/Standards303.pdf

Over half the States in the union, 29, have an existing Prescription Monitoring Program in place and running or will have by July 2006. This program has become one of the primary tools, in these states, for improving the health, safety and well-being of its residents.

In addition, prescription monitoring is a core component to several related initiatives such as e-Prescription (e-Scribe), Electronic Medical or Healthcare Record (EHR) and Positive Patient Identification (PPI) through a Master Patient Index (MPI).

The goal of this document is to gather, analyze, present, educate and make recommendations to stakeholders for a statewide prescription-monitoring program. This Prescription Monitoring Program, once installed, will be positioned for future integration into e-prescription, electronic healthcare record and positive patient identification through a master patient index.

1.3.2 BACKGROUND

One of the primary goals of the proposed Prescription Monitoring Program (PMP) is significantly enhance the State of Connecticut's ability to intercede or perform interdiction for referral to pain management or addiction specialists. In addition, it will significantly enhance Connecticut's Department of Consumer Protection, Drug Control Division and Law Enforcement agencies abilities in identification, apprehension and prosecution of individuals engaged in the diversion of pharmaceutical controlled substances, "Doctor Shopping" and "Pharmacy Shopping" both in state and across state lines.

Social and Human Services Resources, Title 17a, Secs 17a-621 to 17a-749 describes the state's addiction services and treatment program. Individuals identified by the proposed PMP would be candidates for this

program for initial and ongoing treatment. In addition, the professional regulatory agencies in Connecticut have programs that can be available for their chemically dependent professionals identified by the PMP.

The Drug Control Division (DCD) has encouraged local and regional pharmacy associations and groups throughout the state to initiate informal individual phone alerts or telephone trees in their areas. The current manual process is accepted and supported as an alternative in the absence of any other available effective alternatives, such as a statewide controlled substance prescription-monitoring program.

Four primary agencies exist in the state, and federal government, with involvement in the investigation and enforcement of prescription drug diversion violations. The DCD, Local Law Enforcement (LLE) and the Connecticut State Police (CSP) are charged with enforcement of the Connecticut Controlled Substances Registration, Connecticut Pharmacy Practice Act and Dependency-Producing Drug Act. The DCD focuses on registered drug outlets and the diversion of prescription drugs while the CSP and LLE focus its resources on street drug crimes. DCD has the sole authority to schedule controlled substances in the state pursuant to the Connecticut Pharmacy Practice Act. In addition to the state agencies, the DEA Office of Diversion Control maintains a field office located in Harford to address the federal Controlled Substances Act.

The Dependency-Producing Drug Statute, Chapter 420b, Secs 21a-274 states, *"The Commissioners of Public Health and Consumer Protection and their authorized agents, police officers within their respective jurisdictions and all state's attorneys and prosecuting attorneys shall cooperate with each other and with other agencies charged with the enforcement of the laws of the United States, of this state and all other jurisdictions relative to controlled substances"*. The DCD, when the need arises, has the ability to work jointly with the CSP. There are varieties of examples of projects including, but not limited to, the evaluation and scheduling of chemical substances found in the clandestine manufacture of various controlled substances, which, on occasion, may be identified by the State Crime Lab. The DCD, on occasion, also works in partnership with the CSP Drug Enforcement Section, the state pharmacists association and the chain drug stores to reduce and eliminate the diversion of over-the-counter pharmaceuticals for use such as the illegal manufacture of methamphetamine.

The DCD maintains ongoing working relationships and participates in joint investigations into alleged drug diversion activities with other state and federal law enforcement and regulatory agencies. These include the Hartford branch of the DEA Office of Diversion Control and the Department of Public Health, State Boards of Medical Examiners, Nursing, Dentistry and Veterinary Medicine as well as city and county police agencies in the following cities as well as others;

Top 20 Connecticut Cities by population			
Bridgeport	Middletown	Norwich	Trumbull
Greenwich	Milford	Putnam	Wallingford
Hartford	New Britain	Stamford	Waterbury
Manchester	New Haven	Stratford	West Haven
Meriden	New London	Torrington	Willimantic

The DCD has eleven (11) agents, including the Pharmacy Board Administrator, who investigate all consumer complaints regarding pharmacists, pharmacies or other drug outlets, and allegations of drug diversion or other violations by pharmacists and other pharmacy employees. They are also responsible for performing on site inspections of all registered drug outlets in the state to establish compliance with security and record keeping requirements for legend drugs and controlled substances, as well as other assigned research projects. It is the goal of this new program to reduce the manual effort and increase the effectiveness of investigators.

In addition, the DCD is the only state agency statutorily authorized to assign as well as suspend, revoke, or refuse to renew a controlled substance license pursuant to Sec. 21a-322. (Formerly Sec. 19-504q). Grounds for suspension, revocation or refusal to renew a Controlled Substance Registration. *"The commissioner may suspend, revoke or refuse to renew a registration for sufficient cause. Any of the following shall be sufficient cause for suspension, revocation or refusal to renew: (1) The furnishing of false or fraudulent information in any application filed under this chapter; (2) conviction of a felony under any state or federal law relating to any controlled substance; (3) failure to maintain effective controls against diversion of controlled substances into other than duly authorized legitimate medical, scientific, or commercial channels; (4) the suspension, revocation, expiration or surrender of the practitioner's federal controlled substance registration; (5) prescribing, distributing, administering or dispensing a controlled substance in schedules other than those specified in the practitioner's state or federal registration; (6) the restriction, suspension, revocation or limitation of a professional license or certificate as a result of a proceeding pursuant to the general statutes; (7) abuse or excessive use of drugs; (8) possession, use, prescription for use or distribution of controlled substances or legend drugs, except for therapeutic or other proper medical or scientific purpose; and (9) a practitioner's failure to account for disposition of controlled substances as determined by an audit of the receipt and disposition records of said practitioner."*

The Drug Control Division is the sole state agency statutorily authorized, pursuant to the Connecticut Pharmacy Practice Act, Title 20, Chapter 400j, Secs 2-575 *"The commission shall administer and enforce the provisions of sections 20-570 to 20-630, inclusive"* and the Dependency-Producing Drug Statute, Title 420b, Secs 21a-261, which states *"For the purposes of verification of such records and of the enforcement"*. It is in the interest of public health, safety and welfare that the DCD proposed the controlled substance prescription-monitoring program (PMP) in 2005, and will again in 2006, as a statewide drug abuse prevention and early intervention program with public safety and law enforcement ramifications.

The PMP proposal was developed after a detailed review of legislation from states with existing controlled substance monitoring programs, including Alabama, Connecticut, Kentucky, Nevada, Michigan, Massachusetts, Indiana, and the National Alliance for Model State Drug Laws and the Alliance for States with Prescription Monitoring Programs Model Act.[4]. Connecticut's General Assembly Bill SB952 was initially introduced into the January 2005 Session at the request of John Gadea, Director of the Department of Consumer Protection, Drug Control Division to establish a statewide PMP. A new bill will be, pre-filed, meeting federal requirements for funding, and introduced into the January 2006 legislative session by John Gadea, Director of Department of Consumer Protection, Drug Control Division.

Upon passage, the new bill will be incorporated into Connecticut's Pharmacy Practice Act, Controlled Substances Registration Act and the Dependency-Producing Drug Statute. It will replace the existing manual process, informal telephone contacts and telephone trees. It will provide the centralized database and reporting system needed to identify, with accurate and up to date information, drug seeking patients and other individuals currently not being identified, or are being identified by conjecture. The

Prescription Monitoring Program will become one of the primary tools in the state's overall anti-diversion effort.

1.3.3 BACKGROUND

Working through the Alliance of States with Prescription Monitoring Programs (Alliance), National Association of State Controlled Substances Authorities (NASCSA) as well as directly with States who were reported to have Prescription Monitoring Programs (PMP's) in place and in operation showed a gap in what was up and running versus in process of being implemented.

Of the 28 States reported to have PMP's up and running only 24 were initially found to have a program that was in operation and being used for reporting to support efforts to reduce or eliminate drug diversion as well as supporting active investigation by local and federal law enforcement agencies.

Of these 24 States 19 of them were successfully contacted and agreeable to work with the State of Connecticut. The remaining 5 States were not responsive to inquiries made regarding our data gathering efforts.

There were varieties of solutions in place ranging from a completely outsourced solution to the entire operation developed, implemented and supported by the State's employees

Of the 19 States that we were able to contact successfully, and who were agreeable to assist in our analysis, five (5) of them, Indiana, Nevada, New Mexico, Oklahoma, West Virginia and Virginia, utilized Optimum Technology as the Application, Database and User access technology solution. . Reporting will be available through Optimum with version 3 of the software currently have under maintenance. It is a free upgrade, which may lead to the migration away from Atlantic Associates for their reporting.

Nine (9) States, California, Kentucky, Massachusetts, New York, Pennsylvania, Rhode Island, Utah, West Virginia and Wyoming, have an in-house solution that had been in place prior to any "off the shelf" product being available. These in-house solutions utilize older technology such as mainframe based or older versions of UNIX.

There were two (2) states, Kentucky and California, which were in process of upgrading their "home-grown" solution to the current .Net technology from Microsoft using MS SQL and Oracle, respectively, as the database platform.

There was one (1) State, Maine, which utilized a local vendor, GHS Data Management, to provide the Application, Database and reporting. They have just recently implemented a web portal for accessing their PMP. This is, primarily, an outsourced solution

The State of Michigan is utilizing a vendor out of Georgia/Texas, GC Systems to provide for Application, Database, Data Collection and Reporting. This is, primarily, an outsourced solution.

Twelve (12) of the States, West Virginia, Virginia, Texas, Rhode Island, Pennsylvania, Oklahoma, Nevada, Massachusetts, Kentucky, Indiana, Illinois and California, utilized Atlantic associates as the data collection and/or reporting vendor with either Optimum Technology as the core application and database supplier or had an in-house solution in place for application and database.

There are nine (9) additional States, reported to have functional PMP, which we were not able to contact or chose not to participate due time constraints. Additionally, seven (7) States are in the planning phase. Colorado, Connecticut, Florida, Kansas, North Carolina, Tennessee and Washington received Harold Rogers Grants for planning a Prescription Monitoring Program

Lastly, Alabama, Iowa, New Jersey, Oregon and South Carolina were extremely helpful with sharing legislature documents as well as overall strategy but did not have a system in place. Originally identified as States with functional programs it was uncovered that they are approved for Harold Rogers funding as well as in the RFP stage of this project. A PMP vendor has not been chosen at this time.

The remaining States, Arizona, Arkansas, Delaware, Georgia, Louisiana, Maryland, Minnesota, Missouri, Montana, Nebraska, New Hampshire, North Dakota, South Dakota Vermont and Wisconsin are in various stages of discussion or working towards completing Harold Rogers Grant Applications for funding to be used in planning their Prescription Monitoring Grant.

1.3.4 BACKGROUND

Since the State of Connecticut has no monitoring program in place currently. This PMP project will be building from the ground up. Staff will have to be hired. Initially, one full time Program Manager will need to be hired. The consultative role of the pharmacist could be shared amongst the existing team of pharmacists in the Drug Control Division as the total effort required will range from .25 - 0.5 of an FTE. The pharmacist consultative role will provide the initial professional expertise that is required at start-up and periodically throughout the first year of operation. After the first year of operation, the pharmacist position will be re-evaluated to see what effort may be required ongoing.

The planning, orientation and outreach expenses will require more funding in the first two years. The following years will see a decrease in funding requirements, as not as much outreach will be required. Maintaining an outreach program is important as changes and enhancements will be occurring as the entire PMP program evolves and matures.

The ongoing operating cost for the program will be less in subsequent years than in the two years immediately following start-up because of the initial start-up costs and enhancements that will occur. Practitioners, Law Enforcement and the Division of Drug Control will drive enhancements as familiarity with the systems functionality grows.

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. The State reserves the right to infer or add 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.

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 – Business and Technical Requirements*, are characterized as follows:

- The requirements in *Attachment 6* are characterized as either:
    1. **DOIT Standards**
    2. **Scope of Work**

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 #06ITZ0108”,
- The applicable proposal due date and time – April 5, 2007 @ 2:00 PM (ET)
- 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 3.1.3* and no later than the Vendor Questions Due date specified in *Section 3.1.1*.

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

2.1.5 ACCEPTANCE OF ADMINISTRATIVE REQUIREMENTS

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

2.1.6 DEVIATING FROM RFP SPECIFICATIONS

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

2.1.7 EXCLUSION OF TAXES FROM PRICES

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

2.1.8 VENDOR CONTACT(S)

The proposal must provide the name, title, address, telephone number and email address of the contact person(s) 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 to reject a vendor's proposal, irrespective of any other consideration.

2.2 OTHER CONDITIONS

2.2.1 OTHER RIGHTS RESERVED

The State, 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,
9) Require organizations, at their own expense, to submit written clarification of proposals in a manner or format that the Department may require,
10) Require organizations, at their own expense, to make oral presentations at a time selected and in a place provided by the Department. Invite vendors, but not necessarily all, to make an oral presentation to assist the Department in their determination of award. The Department 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 Department, and
14) Contract for all or any portion of the scope of work or tasks within this RFP.

2.2.2 REMEDIES AND LIQUIDATED DAMAGES

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

1) Corrective action plans to be developed and implemented by the vendor, subject to Department approval
2) Accelerated monitoring of vendor performance by the Department 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 Department, 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 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 the Department shall be subject to a twenty-percent (20%) holdback. The Department shall hold the ten-percent until the Department 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 Department 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 Department 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 Department 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 Department 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 will only enter into a contract with a prime vendor who will be required to assume full responsibility for the delivery/installation of equipment, wiring, software 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 local, Connecticut-based resources, obtained from any of the four (4) approved vendors currently part of the State's master

IT consulting agreement (04ITZ0007). Responding Vendors who are seeking to augment their technical resource pool are strongly encouraged to use this existing agreement to augment their staff.

Responding vendors who chose to rely on resources obtained through any of the vendors approved as part of #04ZIT0007 **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 and Department of Consumer Protection 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, a State background check and must complete a Department 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.

During the course of the Contract, the State 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.

2.2.22 OWNERSHIP OF THE SYSTEM[1]

The proposed solution must conform to federal software and ownership rights as specified in *1999 CFR Title 45 Part 95-617*. Therefore, the vendor, upon acceptance by the Department of any computer code developed 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.

Responding vendors grant the Federal Government a royalty-free, nonexclusive, and irrevocable license to reproduce, publish, or otherwise use and to authorize others to use for Federal Government purposes, software, modifications, and documentation developed and/or obtained through this acquisition.

2.2.23 RIGHTS TO AUDIT

Responding vendors agree to provide the United States Department of Health and Human Services and/or their representatives' access to State agency documents papers, or other records pertinent to the grant in order to make audits, examinations, excerpts and transcripts.

2.2.24 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 Department's acceptance of the System.

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

2.2.25 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:

[1] Please refer to http://edocket.access.gpo.gov/cfr_2002/octqtr/45cfr95.617.htm

- 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 Department participated directly or indirectly in the vendor's proposal preparation.

2.2.26 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).

2.2.27 READINESS OF OFFERED PRODUCTS

The vendor must warrant, represent and certify in the Transmittal Letter that all System products (software, hardware, operating system, etc.) 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.

2.2.28 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.

2.2.29 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, leap years and DST) 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.

2.2.30 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
February 8, 2007	RFP Issued
February 21, 2007	Vendor Conference – 10:00 AM EST
March 2, 2007	Vendor Questions Due to State
April 5, 2007	Proposal Submissions Due – 2:00 PM EST
April 18, 2007	State Review of Technical Proposals Conclude
May 1, 2007	State Review of Cost Proposals Conclude
May 7, 2007	Estimated Start of Contract Negotiations
July 1, 2007	Estimated Project Start Date
January 30, 2008	Expected Completion of Prescription monitoring program

3.1.2 VENDORS' CONFERENCE

A Vendors' Conference will be held on **February 21, 2007** at the Department of Information Technology offices located at 101 East River Drive, Room 4214A, East Hartford, CT 06108. The conference will begin at 10:00 AM Eastern Standard Time (EST). Vendors planning to attend said conference are requested to contact Ms. Elizabeth Basso, no later than two business days prior to the conference at **Elizabeth.Basso@ct.gov** so the Department can arrange for adequate space. Vendors planning to submit a proposal are not required to attend this conference. The State would prefer that the vendors restrict attendance to two if possible. Oral questions raised at the Vendors' Conference may be answered orally; however, responses will not be official, and may not be relied upon, until a written reply is issued through the DOIT Contracts and Purchasing Division.

3.1.3 VENDORS' QUESTIONS

The State intends to answer questions from any vendor that is considering a response to this RFP. Questions received by the Contracts and Purchasing Division (CPD) up to the vendor deadline of **March 2, 2007 at 3:00 PM EST** will be answered. Address any inquires to Ms. Elizabeth Basso. (Only written inquiries will be accepted via e-mail Elizabeth.Basso@ct.gov)
To properly process vendor questions, vendors shall ensure that the RFP is on the subject line of the electronic mail message. Questions shall be included as Microsoft Word or compatible format, as an attachment.

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 EVALUATION TEAM

A State evaluation team will be established to review vendor responses to this RFP. See also *Section 5 - State Project Management Team*.

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 11 – Evaluation and Selection Criteria*. Additionally, the Department will also evaluate the vendor's:

- Understanding of the RFP as shown by the thoroughness of the Vendor's proposal and the Vendor's ability to provide packaged software for offender management 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 PMP Database along with all the required reports and analysis schedules. 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, of 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 PMP

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.

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.

The State reserves the right to make any decisions concerning the awarding of this contract at any time without notice.

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 #06ITZ0108 MUST be received at:

Department of Information Technology
Division of Contracts and Purchasing
ATTN: Elizabeth Basso
101 East River Drive, 4th Floor
East Hartford, CT 06108

No later than **April 5, 2007 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 STATE PROJECT TEAM

5.1 MANAGEMENT TEAM

Business Sponsor	John Gadea
Project Administrator	TBD
Technical Administrator	Not Available at this time

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?	____	____
5. Has your company implemented electronic prescription monitoring programs in 4 states in the past six years?	_____	_____
6. Is your company capable of housing the entire program and providing the state with a 'turnkey operation'?	_____	_____

Person certifying the above information:

Name: _____

Signature: _____

Title: _____

Attachment 2 - Vendor Proposal Format and Content Requirements

1 OVERVIEW

This RFP will result in a single award for a software vendor to design, develop, implement and warranty a Prescription Monitoring Program, automated, and web-based, and in compliance with State and Agency enterprise information systems architecture standards and principles.

A vendor's proposal must be submitted in three (3) separate sections under separate, bound covers:

Section I - Business and Technical Proposal
Section II - Staffing Proposal
Section III- Financial Proposal

Vendors shall submit their proposal according to the specifications supplied in the section titled *General Format and Content 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. Five (5) 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, at a minimum, the three sections and must be organized in the sequence indicated in the tables below. Vendors are requested to identify each section and subsections with a 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 "Business and Technical Proposal" or the "Staffing Proposal", any and all specific references to financial information, professional fees or other cost information must reside solely within the "Financial Proposal".

Vendors are required to provide information as described in this RFP Attachment in the following format. Please refer to *Section 3* of this document for a detailed description of each section.

1.1 VENDOR'S RESPONSE - TABLE OF CONTENTS

Responding vendors must restrict and order their responses in each of the three binders in accordance with the following three (3) tables of content for Parts I, II and III.

Part I - Business and Technical Proposal

Table of Contents

I.1 Completed and Executed Mandatory Forms and Documents
I.1.1 Transmittal Letter
I.1.2 Vendor Checklist
I.1.3 Mandatory Vendor Questionnaire
I.1.4 Vendor Validation and Authentication Statement
I.1.5 CHRO Forms
I.1.6 Vendor Gift Affidavit(s)
I.1.7 Vendor Certification Regarding Lobbying
I.1.8 Consulting Agreements Disclosure
I.2 Executive Summary
I.3 Company Overview
I.4 Summary of Qualifications
I.5 Overview of the Proposed Solution
I.6 Meeting the Requirements for an Prescription monitoring Program application
I.6.A Business Requirements
I.6.B Technical Requirements
I.7 Copy of Annual Statement (Public Companies Only)

Part II – Project Management, Planning and Staffing Proposal

Table of Contents

II.1 Executive Summary
II.2 Meeting the Requirements for Project Management, Planning and Staffing
II.3 Description of the Proposed Project Organization and Roles
II.3.1 Graphical Project Organization Chart
II.4 Description of Project Management Methodology
II.5 Project Plan
II.6 Biographical Summaries
II.7 Team Resumes

Part III – Financial Proposal

Table of Contents

II.1 Executive Summary
II.2 Cost Worksheets

2 GENERAL FORMAT REQUIREMENTS

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

2.1 BINDING THE PROPOSAL

The original hardcopy, which must be clearly identified, and each additional hardcopy of the proposal must be bound using loose leaf style binders; one for each of the three sections 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 # 06OTZ0108) 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,
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 - 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 - 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.

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 CONTENT REQUIREMENTS – SECTION I

3.1 MANDATORY VENDOR QUESTIONNAIRE

Proposals must include a completed *Mandatory Vendor Questionnaire* found as *Attachment 1* with appropriate responses as defined in that document.

3.2 ACCEPTANCE OF STATE TERMS AND CONDITIONS

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.

3.3 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.

Include the completed Vendor Checklist found as *Attachment 8* immediately following the Transmittal Letter.

3.4 TABLE OF CONTENTS

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.

3.5 EXECUTIVE SUMMARY

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

3.6 COMPANY OVERVIEW

The Agency is seeking organization and client profile information, which may include their resellers or implementation partners.

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. Resellers or Partners & Nature of Partnership
19. References (Name, Title, Mailing Address, Work Phone, Email Address)

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…	

3.7 SUMMARY OF QUALIFICATIONS

Vendors are asked to briefly summarize their qualifications relative to the design, development, implementation and support of solutions that address the Prescription Monitoring Program.

3.8 OVERVIEW OF THE PROPOSED SOLUTION

Vendors are asked to briefly summarize the proposed 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.

3.9 CHRO FORMS

Include completed CHRO forms.

3.10 VENDOR PROPOSAL VALIDATIONS AND AUTHENTICATION STATEMENT

Include a completed Vendor Proposal Validation and Authentication Statement to each proposal.

3.11 ARCHITECTURE OF PROPOSED PRODUCTS

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

If vendor can supply more than one unique product type, version or level of their software that meets or exceeds the requirements in this RFP, vendor must clearly state the existence of multiple products, 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.

3.11.1 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 www.doit.state.ct.us/purchase/main/staccess.htm

3.11.2 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. Please describe (explain) how the product design supports message based interfaces and the EWTA guidelines. Each diagram should be accompanied by a narrative.

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.

If your design does use message-based interfaces but does not utilize IBM MQ Series, you must explain your rational for choosing alternative products. You must explain what the impact would be if you are required to use IBM MQ Series.

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.

The implemented solution must comply with the Department of Information Technology's Enterprise-wide Technical Architecture (EWTA) guidelines and standards. Please refer to *Appendix 6 – Business and Technical Requirements* for additional information on the EWTA's domain architecture. Rationale for any proposed exceptions to DoIT EWTA standards must be noted in the vendor's response. Exceptions to EWTA standards or guidance must be summarized separately as an addendum or exhibit to the architecture description.

3.12 PROJECT APPROACH

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

3.12.1 GENERAL APPROACH

3.12.1.1. Scope Statement

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

3.12.1.2. Risk Statement

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

3.12.1.3 Disaster Recovery

3.12.2 PROJECT MANAGEMENT

3.12.2.1. Project Methodology

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

3.12.2.2. Project Tools

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

3.12.2.3. Proposed Project Plan – Minimum Expected Content

Vendors must provide a detailed proposed Project Plan which clearly articulates the planning horizon for the proposed solution. At a minimum, the plan should contain planning for:

- ♦ Ongoing Project administration tasks and management overhead, such as status meetings, report submissions, cost and quality reviews, project start-up, documentation and so on.
- ♦ A standard project calendar as well as individual resource calendars that accommodate the proposed resources' personal schedules.
- ♦ The complete software development lifecycle, including, but not limited to, requirements gathering, analysis and specification development, solution prototyping, detail design, development, testing phases, distribution packaging and so on.
- ♦ Help and Training Curriculum Design and Development lifecycle.
- ♦ Application Pilot or Parallel Operations Phases
- ♦ Deployment
- ♦ Warranty and Support Phase (12 Months)

It should include, but not be limited to, Gantt charts showing the time lines, recommended tasks, task dependencies, milestones and resource allocations. An electronic version of the Project Plan must be submitted as defined under General Requirements above. The following are recognized as critical dates and deliverables.

- An administration manual containing technical descriptions of system components and instructions for the system must be submitted to DCP for acceptance within 30 days of contract execution.
- Final protocol for collecting pharmacy data, including a user manual containing validation rules, business rules and instructions on how to deal with system-generated error messages and other exceptions must be submitted to DCP for acceptance within 30 days of contract execution.
- The database must be submitted to DCP for acceptance within 90 days of contract execution.
- Testing of pharmacy data completed within 120 days of contract execution.
- Final report layouts must be submitted to DCP for acceptance within 90 days of contract execution.
- Policies and procedures for submitting data requests and for receiving data in response to those requests must be submitted to DCP for acceptance within 90 days of contract execution.

- Protocols for the secure web-based interface must be submitted to DCP for acceptance within 30 days of contract execution.

- Within ten (10) calendar days following the execution of the Contract, the Contractor will be required to attend an orientation meeting to discuss the content and procedures of the Contract.

- DCP will require the Contractor to attend monthly meetings, in person or by teleconference, as mutually agreed by DCP and the Contractor, to review the Contractor's performance under the Contract.

Recommended Project Timeline

Key Tasks	Start	Finish
Implementation	7/1/2007	1/10/2008
Project meetings	7/1/2007	1/10/2008
Administrative Manual	7/1/2007	7/30/2007
Security Policies	8/1/2007	9/30/2007
Dispenser Policy/Procedures	9/1/2007	10/30/2007
Help Desk procedures	9/1/2007	11/1/2007
Web Software	9/1/2007	11/30/2007
Upload Software	10/1/2007	11/30/2007
Backup and Restore	10/1/2007	12/30/2007
Populate Database	10/1/2007	12/30/2007
Pharmacies	10/1/2007	11/30/2007
Pharmacists	11/1/2007	12/30/2007
Practitioners	11/1/2007	12/30/2007
Reporting Software	10/1/2007	12/30/2007
Create and Test Audit Reports	10/1/2007	12/30/2007
Create and Test Practitioner Reports	10/1/2007	12/30/2007
Create and Test Law Enforcement Reports	10/1/2007	12/30/2007
Create and Test Pharmacy Reports	10/1/2007	12/30/2007
Create and Test Threshold Reports	10/1/2007	12/30/2007
Testing and Validation	11/1/2007	1/10/2008
Database Software	11/1/2007	12/30/2007
Web Software	12/1/2007	1/10/2008
Upload Software	12/1/2007	1/10/2008
Backup and Restore	12/1/2007	1/10/2008
Reporting Software	12/1/2007	1/10/2008
Go-Live	1/10/2008	1/10/2008

3.12.2.4. Project Deliverables

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

- Project Initiation, including acceptance of Project Plan

3.12.3 RESOURCES AND ORGANIZATION

3.12.3.1. Organization Chart

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

3.12.3.2. Project Manager

Vendor must describe responsibilities of their proposed project manager and that of the Department's Application Manager or designee. Provide detailed scope and duties information for vendor's project manager including all administrative activities.

3.12.3.3. Responsibility Statements

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

3.12.4 DOCUMENTATION

Vendor must explain the process it will use to create and modify documentation including examples of deliverables it will provide for all documentation elements developed during the project. This should include but not limited to user, operations, and system documents.

Responding vendors are expected to comply with the documentation specifications as outlined in the *Business and Technical Requirements*, found in *Attachment 6*.

3.12.5 SYSTEM TESTING

Vendor must provide a document explaining their test methodology they will use for testing along with examples of their strategy for establishing and maintaining testing environments.

3.12.5.1. Test Case Development

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

3.12.5.2. Additional Test Cases

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

3.12.5.3. User Acceptance Testing

The vendor must explain their method for user acceptance testing by the State. Furthermore it must affirm that the system response time will be three seconds or less while operating in all production environments.

3.12.6 TRAINING

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

3.12.6.1. System Administrator Training

Vendor must provide examples of their standard course material for System Administrator training. Include information on recommended class size and hours per course.

3.12.6.2. Train the Trainer

Vendor must provide examples of their standard Train the Trainer course material. Include information on recommended class size and hours per course.

3.12.6.3. User Training

Vendor must provide examples of their standard User training course material for each functional area. Include information on recommended class size and hours for each course.

3.12.6.4. Maintenance Training

Vendor must provide examples of their standard course material for software maintenance. Include information on recommended class size and hours per course.

3.12.6.5. Help Desk Training

Vendor must provide examples of their standard course material for Department's Help Desk as that group may need to have a firm understanding of the application and its problem resolution protocols.. Include information on recommended class size and hours per course.

3.12.7 IMPLEMENTATION PILOT

Vendor must provide a copy of the methodology they will use for the Pilot, including a detailed implementation plan for the proposed system that is based on the methodology proposed for use on this project. This plan must also include a clear definition of deliverables as well as details explaining how discrepancies are identified and resolved during the pilot.

3.12.8 MAINTENANCE

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 DCP responsibilities must be clearly stated.

3.13 FUNCTIONAL REQUIREMENTS VENDOR RESPONSE FORM

This RFP has requirements that are located in the RFP itself, as *Sections 3 and 4 of Attachment 6 Business and Technical Requirements* Responding vendors are expected to thoroughly review and respond to each of the requirements as referenced previously in *Section 1.1* of this document.

3.13.1 ANSWERS

In responding to the Business and Technical Requirements, vendors must provide a response to every requirement. **Responding vendors are expected to carefully review each requirement and provide a proper descriptive response that is clear, articulate, accurate and appropriate for the specified.**

Please refer to the following examples see the following example.

Unacceptable Response to Requirement
The Requirement: *"The proposed system shall provide online help."* **An Unacceptable Response:** *"The proposed system will provide online help."*

Acceptable Response to Requirement

The Requirement:

"The proposed system shall provide online help."

An Acceptable Response:

"The proposed system will rely on the use of RoboHelp as the vehicle through which Help content will be delivered to the end-user. The use of RoboHelp was chosen in order to comply with the Department's current use of the product. Content, as well as context-sensitive help, will be developed as a by products of the requirements gathering process and…"

Vendor must identify the features of the system according to the following definitions in the Standard / Custom column of your response:

Standard feature - The software package currently contains the stated functionality as a standard feature. No customization is needed to meet the requirement. A standard feature MUST be available in the vendor's current, general release, version. Any future or planned functionality cannot receive an **S** response.

Custom feature - The software package does not currently contain the stated functionality. Additional customization would be needed to meet the requirement. The costs of such changes are included in the Cost Sheets and part of the Proposal offering.

N/A (Not Available) - The software package does not contain the stated functionality and customization is too extensive to be reasonably considered and therefore not part of the Proposal.

3.14 QUALIFICATIONS

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

3.14.1 FIRM DESCRIPTION

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

- **Size and Organization**. A brief summary and organization chart of the company should be included. If the company is a subsidiary of another company, the name and address of the parent company must be provided.

- **Financial Status**. Sales in dollars for the three most recent years must be given, along with a financial statement 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.

3.14.2 EXPERIENCE/Qualifications

Vendors must have proven experience in the implementation and management of a large scale prescription monitoring program as described in the scope of work. Vendors shall describe their experience as the primary contractor on other large scale projects involving data collection, database development, and web systems; and must show at a minimum of at least three states in the past 5 years, including contact information references (see 5.7). Vendors must also provide contact information for each subcontractor used in any special project or program. *(NOTE: DCP reserves the right to request referrals or letters of support from any or all contacts.)*

.

- Name and Address of State Agency
- Contact Person, Current Phone, Address and electronic mail address for the responsible individual a project of similar size and scope as outlined in this RFP.
- Date of Installation and Types of Applications Software
- Configuration/Hardware & Software

3.14.3 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 Department. Reference information must include:

- Name and Address of Firm or Organization
- Contact Person, Current Phone, Address and electronic mail address for the responsible individual on a project of similar size and scope as outlined in this RFP. Reference must be an employee of the firm or organization.
- Date of Engagement
- Description of Project

3.14.4 DISCLOSURE OF JUDGMENTS AND CONVICTIONS

Disclosure of judgments or convictions. Vendors must provide details of any pertinent judgment, criminal conviction, investigation or litigation pending against it or any of its officers, directors, employees, agents or subcontractors of which it has knowledge. If no such judgment, conviction, investigation or litigation exists, the VENDOR must provide a statement, signed by its President or Chief Executive Officer, that none exists. *(NOTE: DCP reserves the right to reject any proposal based solely on the information disclosed under this subsection.)*

3.15 COST INFORMATION

For this RFP, the Core functionality shall be fixed price. For the components of the application that relate to Reporting, vendors shall provide an estimate of the work needed to meet each of the requirements and a full cost based in the T&M rates of the individuals involved in each section. Vendors may propose alternative rate structures BUT must fill out the cost sheet for initial consideration.

3.16 PROJECT COST MODEL

The vendor is requested to provide at least one cost proposal based on one of the models listed below. The vendor may submit more than one cost proposal.

The cost model selected by the State will be the primary for the project. However, the vendor must be able to accommodate other funding mechanisms in the event a situation should arise that warrants deviation from the selected cost model.

The vendor may propose more than one cost model.

In the proposal, describe the business model the vendor will employ to accommodate the proposed cost model. Describe how charges are computed, how transaction fees are computed, how future applications deployment may impact current transaction fees under the proposed model. Describe invoicing procedures for the proposed model. Describe in detail what non-financial obligations the State must meet for success of the proposed model. Describe the vendor's ability to accommodate other funding models. Describe how the vendor will be paid by the State. List the advantages and disadvantages of the proposed cost model. Attach a work flow diagram that illustrates the proposed business model for cost.

MODEL - See model type indicated below.
HOSTING = All hardware, operating systems software, e-payment engine and other core e-government components
DEVELOPMENT = Develop or procure, modify and deploy e-licensing application.
OPERATIONS = Operate hardware and system software, operate applications software, perform backups, provide user and tech support.

3.16.1 MODEL (1) - Development costs with transaction fees.

The State is invoiced and pays for the costs of application development (and/or procurement) of the e-licensing pilots. The State does not pay for hardware, operating system software, or e-

government component software that is licensed for use in these applications (i.e.; e-payment engine).

No direct charges are made to the State for ongoing operations and administrative costs. The vendor collects transaction fees to acquire funds to pay for ongoing operations and maintenance costs. The vendor collects a pre-determined transaction fee mutually agreed upon by the State and the contracting vendor, at the time of the transaction. The vendor computes charges to the State, deducts charges from transaction fees collected, and gives the unused portion of the transaction fees collected to the State.

3.16.2 MODEL (2) - Development costs with monthly invoicing

The State is invoiced and pays for the direct costs of application development (and/or procurement) of the e-licensing pilots. The State does not pay for hardware, operating system software, or e-government component software that is licensed for use in these applications (i.e.; e-payment engine).

The vendor charges the State for the cost of ongoing operations and maintenance. The State pays for these charges by paying monthly (or other period) invoices from vendor.

3.16.3 MODEL (3) – No development costs with transaction fees

The State does not pay for the costs of application development (and/or procurement) of the e-licensing pilots. The State does not pay for hardware, operating system software, or e-government component software that is licensed for use in these applications (i.e.: e-payment engine).

No direct charges are made to the State for ongoing operations and maintenance. The vendor collects transaction fees to acquire funds to pay for ongoing costs. The vendor collects a pre-determined transaction fee mutually agreed upon by the State and the contracting vendor, at the time of the transaction. The vendor computes charges to the State, deducts charges from transaction fees collected, and gives the unused portion of the transaction fees collected to the State.

3.16.4 MODEL (4) – No development costs with monthly invoicing.

The State does not pay for the costs of application development (and/or procurement) of the e-licensing pilots. The State does not pay for hardware, operating system software, or –egovernment component software that is licensed for use in these applications (i.e.: e-payment engine).

Charges are made to the State for ongoing operations and administrative costs. The State pays for these charges by paying monthly (or other period) invoices from vendor.

3.16.5 Other Project Costs

3.16.5.1. Preserving Discount Levels

In the event that the State wishes to license other products offered by the vendor under the terms of the resulting contract, the same discount (if any) shall be applied to the license fees for other products as the State is receiving for the license of the software licensed for the e-licensing applications.

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

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.

When the license term specified in the Attachment is less than perpetual, all charges for maintenance and support are included in the periodic license fee.
Where the license term specified in the Attachment is perpetual, charges for maintenance and support are as follows:
If the license fee specified in the Attachment is payable in periodic payments, there shall be no additional charge for maintenance and support during the period for which such periodic payments are payable.

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

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.

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.

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.

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

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. There shall be a ten percent (10%) holdback from the monies that are due for each Deliverable accepted by the Department.

Upon successful completion of the System evaluation and acceptance period, determined by the Department and verified on State Form SDP-6, Department shall pay Contractor one-half of the holdback monies.

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

3.16.6 GENERAL COST CONSIDERATIONS

3.16.6.1. APPLICATIONS SOFTWARE AND RELATED SERVICES

Vendors must show all costs to the State for their proposed solution. 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.

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.
- 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 the Core system and a fixed hourly rate for all T&M-related services for Interfaces, Reporting and Conversion.
- 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.

- 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 processor model.

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

3.16.7 OTHER SYSTEM COST CONSIDERATIONS

3.16.7.1. PRICE PROTECTION PERIOD

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

3.16.7.2. APPLICABLE DISCOUNTS

Specify the basis and extent of any applicable product discounts (e.g., government, educational, multiple system installations) that may be available to the State but are not already reflected in your system cost worksheets. If your cost offerings already reflect any 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.

3.16.7.3. REQUIRED SUPPLY COSTS OR SPECIALTY EQUIPMENT

State the 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.

ATTACHMENT 3

COST SHEET

VENDOR must provide a cost where defined for each of the project components. The amounts must describe the deliverables and their milestones, identify due dates relating to specific milestones reflected in the project work plan and explain the basis for determining the costs.

VENDOR's Total Cost for Build/ Customization - Fixed cost

DCP Administration - client # and data cleanup process $_____

Queries and Reports:
- **a. Creation of five basic reports $_____**
- **b. ad hoc (real time) report capability $_____**
- **c. ad hoc report capability $_____**

VENDOR's Total Cost for first time Data Collection fixed or metric:

- **a. The collection of data including code and master files $_____**
- **b. Scrubbing the data $_____**
- **c. Help Desk Admin. 8 A.M. to 5 P.M. $_____**
  Include Phone, EMAIL Support Web Service
- **d. Help Desk IT 24x7 Data Uploads and System Down $_____**

Ongoing annually for 5 years: separate page per year fixed or vendor determined metric (metric may be but not limited to: transaction, files, # records, calls, report requests)

VENDOR's Total Cost for Data Collection:

a. The collection of data including code and master file maintenance **$_____**
b. Scrubbing the data **$_____**

c. Help Desk Admin. 8 A.M. to 5 P.M. **$_____**
Include Phone, EMAIL Support Web Service
d. Help Desk IT 24x7 Data Uploads and System Down **$_____**

VENDOR's Total Cost for Data Management Services:

a. Hosting the data
b. Registered user access **$_____**
c. Data archiving **$_____**
d. Help Desk Registered Users, DCP Administration and reports **$_____**
e. Help Desk Admin. 8 A.M. to 5 P.M. **$_____**
Include Phone, EMAIL Support Web Service

Vendor must specify which model/type proposed:

MODEL (1) - Development costs with transaction fees **_____**

MODEL (2) - Development costs with monthly invoicing **_____**

MODEL (3) - No development costs with transaction fees **_____**

MODEL (4) - No development costs with monthly invoicing **_____**

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 #06ITZ0108,
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 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, however, will not waive, modify or entertain modifications to Sections 25-42 of this Attachment as currently written in this RFP.

If contract negotiations cannot be successfully concluded with a selected contractor, 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 meet its statutory responsibilities.

SECTION TITLE PAGE

1. TERM OF AGREEMENT 3
2. DEFINITIONS 3
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. HARDWARE MAINTENANCE & SUPPORT 11
11. SYSTEM RELIABILITY 12
12. SYSTEM WARRANTIES 13
13. OTHER WARRANTIES 14
14. PATENT, COPYRIGHT, LICENSE & PROPRIETARY RIGHTS 14
15. CONFIDENTIALITY; NONDISCLOSURE 15
16. DELIVERABLE REPLACEMENTS & UPGRADES 16
17. RISK OF LOSS & INSURANCE 17
18. DELIVERABLE ALTERATIONS 17
19. LIMITATION OF LIABILITY 18
20. FORCE MAJEURE 18
21. SOURCE CODE ESCROW 18
22. REMEDIES AND LIQUIDATED DAMAGES 19
23. TERMINATION OF AGREEMENT 22
24. TERMINATION OF PURCHASE ORDERS 23
25. GENERAL PROVISIONS 23
26. ORDER OF PRECEDENCE 25

27. COMMUNICATIONS 26

28. NONDISCRIMINATION AND AFFIRMATIVE ACTION PROVISIONS 26

29. NONDISCRIMINATION PROVISIONS REGARDING SEXUAL ORIENTATION 28

30. EXECUTIVE ORDERS 28

31. REPORTS TO THE AUDITORS OF PUBLIC ACCOUNTS 29

32. DEPARTMENT OF INFORMATION TECHNOLOGY STATUTES 29

33. GENERAL STATUTES, SECTION 1-218 29

34. GENERAL STATUTES SECTION 4D-31. 29

39. TANGIBLE PERSONAL PROPERTY PROVISION 31

40. ETHICS LAW SUMMARY 32

41. CAMPAIGN CONTRIBUTION RESTRICTIONS 32

42. WORKERS' COMPENSATION 35

43. TERMS AND CONDITIONS 35

44. ENTIRETY OF AGREEMENT 36

45. SIGNATURE PAGE OF AGREEMENT 37

IT PROCESSING AGREEMENT

This Information Processing Systems Agreement hereinafter referred to as the "Agreement" or "contract" is made by and between the **State of Connecticut**, acting herein by its Department of Information Technology/Contracts & Purchasing Division, hereinafter referred to as the "State," located at 101 East River Drive East Hartford, CT 06108, and **XXXXXXXXXXXXX**, hereinafter referred to as the "Contractor," having its principal place of business at **XXXXXXXXXXXXXXXXXXXXXXX**. The terms and conditions of this Agreement are contained in the following sections:

In consideration of the mutual promises and covenants contained in this agreement, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto do hereby 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 until terminated in accordance with the provisions of Section 23, TERMINATION OF AGREEMENT.

Notwithstanding any provision or language in this contract to the contrary, the Chief Information Officer may terminate this contract whenever he/she determines in his/her sole discretion that such termination is in the best interests of the State. Any such termination shall be effected by delivery to the Contractor of a written notice of termination. The notice of termination shall be sent by registered mail to the Contractor address furnished to the State for purposes of correspondence or by hand delivery. Upon receipt of such notice, the Contractor shall both immediately discontinue all services affected (unless the notice directs otherwise) and deliver to the State all data, drawings, specifications, reports, estimates, summaries, and such other information and materials as may have been accumulated by the Contractor in performing his duties under this contract, whether completed or in progress. All such documents, information, and materials shall become the property of the State. In the event of such termination, the Contractor shall be entitled to reasonable compensation as determined by the Chief Information Officer of the Department of Information Technology, however, no compensation for lost profits shall be allowed.

2. DEFINITIONS

a) "Contracting Agency" as used herein, shall mean the Department of Information Technology.

b) "Department" as used herein, shall mean the Department of Consumer Protection.

c) "RFP" as used herein, shall mean the Request for Proposal # **06ITZ0108**, issued by the State on February 8, 2007, concerning the **Prescription Monitoring Program.**

d) "System" as used herein, shall mean Contractor furnished or otherwise supplied hardware, software and documentation that collectively and in an integrated fashion fulfill the business and technical requirements of the RFP and, as may be further defined pursuant to this Agreement.

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

f) "Project Implementation Summary (Exhibit 1)" as used herein, which is attached to and made a part of this Agreement, shall mean that document which itemizes milestones, phases, stages, and

Deliverables by date of completion, including where checkpoints are to be taken to assure the Department that the provision of Deliverables is proceeding according to schedule.

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

h) "Product Schedule (Exhibit 3)" as used herein, which is attached to and made a part of this Agreement, shall mean that document which establishes the component or unit pricing, and price schedules and terms as applicable, for every Deliverable available pursuant to this Agreement.

i) “Clarification Document (Exhibit 4)” as used herein, which is attached to and made a part of this Agreement, shall be the document which sets forth the clarifications to the Contractor’s Proposal requested by and accepted by the Department.

j) "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.

k) "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.

l) "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.

m) “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.

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

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) “POP” (Primary Operation Period) as used herein, shall mean the days and hours of normal system operations and availability, which is to be 18 hours per day, from 6:00 a.m. to 12:00 a.m., Local Hartford, Connecticut time, seven (7) days a week.

r) “PPM” (Prime Period Maintenance) as used herein, shall mean maintenance services and/or technical support performed between 7:00 a.m. and 6:00 p.m. 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).

s) “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.

t) “Contracts and Purchasing Division” as used herein, shall mean the division within the Department of Information Technology (DOIT) responsible for the authorization of direct

purchase of all information technology and telecommunications goods and services for DOIT's forty-seven (47) in-scope agencies.

3. ACQUIRING DELIVERABLES

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

1) Delivery Site and Department Contact Person

2) Identity of this Agreement by Reference Number

3) Contractor Contact Person and Contact Information

4) For hardware and software Deliverables

a. Installation PU and Operating System
b. Product Number, Description and Quantity
c. Applicable rate, license term, and quantity extensions
d. Applicable installation and other one-time charge rate(s)
e. Applicable maintenance and support provisions and rate(s)
f. Applicable product maintenance and support zone & surcharge rate(s)

5) For services

a. Description of service
b. Quantity of hours or days to be purchased, by service level classification
c. Applicable Project Implementation and Quality Assurance Plans

6) Implementation Summary, if applicable

7) Current Product Schedule, if applicable

8) Invoice Schedule, if applicable

9) Total Cost

10) Valid authorization from Contracts and Purchasing Division

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

c) Contractor may supplement the Product Schedule at any time to make additional products, services and related items 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 U.S. City Average, all items, Consumer Price Index (as displayed on the U.S. Department of Labor's website: (http://www.bls.gov/cpi/) 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 and for no other purpose. Any such Licensed Software shall be nonexclusive and nontransferable

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

4. PROJECT ADMINISTRATOR

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

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

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

5. CHANGE ORDERS

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

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

c) No change order shall become effective, nor shall there be any change in the Project Implementation Summary, until Contractor's receipt of a Purchase Order or Purchase Order Change Notice. No Purchase Order or Purchase Order Change Notice shall be issued by the Department without valid authorization from the DOIT Contracts and Purchasing Division. 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 User Acceptance Testing, followed by thirty (30) contiguous days of Deliverable performance and Contractor service which satisfies State criteria specified in Section 9, SOFTWARE MAINTENANCE & SUPPORT and Section 10, HARDWARE 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 and verified on State Form SDP-6 "Data Processing Installation/Removal" or a Department-issued Acceptance Letter. The license shall be effective commencing on the State's Acceptance Date which shall be considered to be the first workday following the successful Deliverable evaluation and acceptance period. The Department agrees to complete any required Contractor acceptance certificate.

d) If the Department does not accept any Deliverable within sixty (60) days of installation, due to the Deliverable being unsatisfactory as specified in Subsection 7.a., the Department may then release the Deliverable to Contractor and be relieved of all financial obligations therefore.

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

8. PAYMENTS & CREDITS

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

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

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

d) The Department shall not be liable to Contractor for a charge for an item that is not listed on the Product Schedule.

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) Contractor shall be reimbursed for travel expenses only if the Department approves the travel in advance. Reimbursement will be handled as follows:

In-state mileage will be reimbursed using the standard Connecticut Department of Transportation mileage charts. Interstate mileage reimbursement will be based upon mileage calculations readily available on a common Internet site (i.e., Yahoo, Lycos, MapQuest, etc.). Mileage will be reimbursed at the rates established for State Managers. Tolls, taxi, shuttle services, parking fees and other ground transportation charges require receipts to support the charges.

Travel by air or rail will be reimbursed at the most economical fare available. No first class fares will be permitted. Receipts will be required to support the charges.

Lodging will be reimbursed at the most economical rate available at the most reasonable and appropriate place of lodging available. Receipts will be required to support the charges.

Meals will be reimbursed based upon the rates established for State Managers. Applicable tax and a fifteen percent (15%) gratuity will be added to meal charges. The Connecticut Department of Administrative Services' rules for time of day meal reimbursement apply. Information may be found at the DAS web site. Receipts are not required for meal reimbursement.

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

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

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

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

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

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

i) 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 that contains sufficient detail to support the charges.

j) 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.

k) 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 and verified on State Form SDP-6 or a Department-issued Acceptance Letter, Department shall pay Contractor one-half of the holdback monies.

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

9. SOFTWARE MAINTENANCE & SUPPORT

a) After acceptance of any software Deliverable by the Department and subject to the terms, conditions, and charges set forth in this Agreement, Contractor represents and warrants that

maintenance and support services for any software Deliverable shall be provided to the Department as follows:

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

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

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

b) Maintenance and support services shall be provided by the Contractor on an annual basis and shall automatically renew for successive twelve (12) month periods unless thirty (30) days' prior written notice of termination is provided to the Contractor by the Department before the end of the initial term or any renewal term of maintenance and support services.

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. 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. HARDWARE MAINTENANCE & SUPPORT

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

b) Contractor shall not be responsible for the consequences of any hardware Deliverable repairs, adjustments, or modifications performed by any person not representing Contractor, however,

this provision does not preclude Contractor granting approval for such performance by persons not representing the Contractor.

c) Contractor shall maintain sufficient installed hardware Deliverable support services staff, replacement hardware Deliverable and ancillary equipment to satisfy the preventive and remedial maintenance requirements and Section 11, SYSTEM RELIABILITY.

d) Contractor shall have full and free access to any hardware Deliverable, in accordance with the Contracting Agency and/or the Department's security policies to provide required service thereon. Contractor shall maintain an on-site hardware Deliverable log to contain brief descriptions of Department reported problems and the associated remedial or scheduled preventive maintenance services performed on any installed hardware Deliverable.

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

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

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

11. 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-nine point five (99.5%) 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.

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

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

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

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

12. SYSTEM WARRANTIES

a) Contractor represents and warrants that the System shall conform to the terms and conditions of this Agreement and Contractor's proposal, and be free from defects in material and workmanship upon acceptance of the System by the Department and for a minimum period of the Warranty Period. Additionally, during the Warranty Period, Contractor shall modify, adjust, repair and/or replace such Deliverable(s), at no charge to Department, as necessary to maintain ongoing System reliability according to Section 11, SYSTEM RELIABILITY.

b) If the ongoing performance of Contractor maintenance and support of the System or if the System does not conform to Section 11, 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 and System to a level of operation that meets or exceeds the requirements of this Agreement. If during the Warranty Period such Deliverable or System performance, or service level, continues to fail to meet these specifications, then the Contractor shall be in material default of this Agreement.

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

13. OTHER WARRANTIES

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

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

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

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

3) Terminate the Deliverable license or service without Department penalty, further obligation or financial liability. In the event of such termination, the Department shall be entitled to a refund of monies paid to the Contractor according to the following schedule:

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

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

1st - 12th month:	100% of license fee paid to be refunded
13th - 24th month:	75% of license fee paid to be refunded
25th - 36th month:	50% of license fee paid to be refunded
37th month and over:	25% of license fee paid to be refunded

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

All fees paid by the Department to the Contractor applicable to the period following default shall be refunded to the Department.

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

14. PATENT, COPYRIGHT, LICENSE & PROPRIETARY RIGHTS

a) Contractor hereby grants the Department, at no additional cost, rights to copy and use any patented, copyrighted, licensed or proprietary software Deliverable solely in the pursuit of its own business interests. The Department shall promptly affix to any such copy a reproduction of the patent, copyright, license or proprietary rights information notice affixed to the original Deliverable. The Department shall maintain the confidentiality of any such Licensed Software Deliverable consistent with its privileged nature, and shall not divulge the Deliverable or make it

available to any third party, except as may be noted elsewhere in this Agreement. This obligation survives termination of this Agreement.

b) Contractor agrees to indemnify, hold harmless and defend the State and any Department from and against any patent, copyright, license or proprietary rights infringement claim or proceeding pertaining to Department use of any software Deliverable, except where the Department modifies or adapts said Deliverable without Contractor consent. Contractor agrees to satisfy any final award arising from any said claim or proceeding. The State or the Department agrees to give Contractor prompt written notice of any impending said claim or proceeding, and agrees to Contractor's right to conduct any defense thereof.

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

1) Modify the Deliverable or substitute another equally suitable Deliverable (providing such alternative does not degrade the Department's Deliverable dependent performance capability)

2) Obtain for said Department the right to continued Deliverable use

3) If Deliverable use is prevented by injunction, take back the Deliverable and credit the Department for any charges unearned as a result of enjoined use as follows:

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

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

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

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

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

1st - 12th month:	100% of license fee paid
13th - 24th month:	75% of license fee paid
25th - 36th month:	50% of license fee paid
37th month and over:	25% of license fee paid

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

15. CONFIDENTIALITY; NONDISCLOSURE

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

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

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

d) Contractor hereby agrees that:

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

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

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

e) It is expressly understood and agreed that the obligations of this Section 15 shall survive the termination of this Agreement.

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 40, WORKERS' COMPENSATION.

18. DELIVERABLE ALTERATIONS

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

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

c) If any Deliverable Alteration interferes with the normal and satisfactory operation or maintenance and support of any Deliverable or increases substantially the costs of maintenance and support thereof or creates a safety hazard, the Department shall, upon receipt of written notice from Contractor, promptly restore the Deliverable to its pre-altered condition.

d) Any Alteration of a Licensed Software Deliverable by the Department without prior written consent of Contractor shall void the obligations of Contractor under Section 9, SOFTWARE

MAINTENANCE & SUPPORT for the Deliverable. Contractor shall indicate in any prior written consent, which parts of the Deliverable being altered will continue to be subject to Section 9, SOFTWARE MAINTENANCE & SUPPORT and which will not. The State understands and agrees that Contractor may develop and market a new or substantially different product that either uses or performs all or part of the functions performed by an installed Deliverable or System. Nothing contained in this Agreement gives the State any rights, with respect to such new or different product, not granted to other product users.

19. LIMITATION OF LIABILITY

a) In no event shall either party be liable for special, indirect or consequential damages except as may otherwise be provided for in this Agreement.

b) Contractor shall indemnify, defend and hold harmless the Department and the State from and against all:

1) Actions, suits, claims, investigations or legal or administrative or arbitration proceedings pending or threatened, whether at law or in equity in any forum (collectively, "Claims") arising, directly or indirectly, in connection with this Agreement including, but not limited to, acts of commission or omission, (collectively, the "Acts") by the Contractor or any of its members, directors, officers, shareholders, representatives, agents, servants, consultants, employees or any other person or entity with whom the Contractor is in privity of oral or written contract (collectively, "Contractor Parties")

2) Liabilities arising, directly or indirectly, in connection with this Agreement, out of the Contractor's or Contractor Parties' Acts concerning its or their duties and obligations as set forth in this Agreement

3) Damages, losses, costs and expenses, including but not limited to, attorneys' and other professionals' fees, that may arise out of such Claims and/or liabilities for bodily injury and/or property damage

20. FORCE MAJEURE

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

21. SOURCE CODE ESCROW

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

1) If Contractor becomes insolvent or commits any act of bankruptcy or makes a general assignment for the benefit of creditors;

OR

2) If Contractor or its successors or assignees discontinues support of the Deliverables for any reason.

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

c) In no event shall a Department use the source code, documentation and written instructions for purposes other than satisfying Department needs. Title to any source code released to the State in compliance with this Section 21. shall remain with Contractor and the State shall continue to treat the released materials as valuable and proprietary trade secret information of Contractor in accordance with the terms of this Agreement, which terms shall expressly survive the termination or expiration of this Agreement. The State agrees that any released source code shall be used solely for the business purposes of Department and shall not be disclosed to any third party pursuant to this Agreement.

22. REMEDIES AND LIQUIDATED DAMAGES

22.1. Understanding and Expectations

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

22.2. Administrative Remedies

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

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

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

   2) If Contractor disagrees with the Department's findings, its reasons for disagreeing with the Department's findings. Contractor's proposed cure of a non-material deficiency is subject to the approval of the Department. Contractor's repeated commission of non-material deficiencies or repeated failure to resolve any such deficiencies may be regarded by the

Department as a material deficiency and entitle the Department to pursue any other remedy provided in this Agreement or any other appropriate remedy the Department may have at law or equity.

c) Corrective Action Plan: the Department may require the Contractor to submit to the Department a detailed written plan (the "Corrective Action Plan") to correct or resolve the deficiency. The Corrective Action Plan must provide a detailed explanation of the reasons for the cited deficiency, the Contractor's assessment or diagnosis of the cause, and a specific proposal to cure or resolve the deficiency. The Corrective Action Plan must be submitted within ten (10) business days following the request for the plan by the Department and is subject to approval by the Department, which approval shall not unreasonably be withheld. Notwithstanding the submission and acceptance of a Corrective Action Plan, Contractor remains responsible for achieving all oral and written performance criteria. The acceptance of a Corrective Action Plan under this Section shall not excuse prior substandard performance, relieve Contractor of its duty to comply with performance standards, or prohibit the Department from assessing additional remedies or pursuing other approaches to correct substandard performance.

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

1) Corrective Action Plans

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

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

4) Assess liquidated damages pursuant to Section 22.3., below, and deduct such damages against Contractor payments as set-off

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

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

22.3. Liquidated Damages

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

a) Failure to Provide Deliverables: In the event the Contractor fails to provide Deliverables in accordance with the Project Implementation Summary, the State may assess a liquidated damage

of $1,000 each business day of such failure. Liquidated damages assessed pursuant to this paragraph shall not exceed five percent (5%) of all amounts then currently payable to Contractor, or $5,000, whichever is greater

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

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

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

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

f) Contractor responsibility for associated costs:

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

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

g) Cap on damages: Damages imposed pursuant to this Agreement shall not in the aggregate exceed 100% of the Total Project Cost of this Agreement

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

23. TERMINATION OF AGREEMENT

This Section 23, TERMINATION OF AGREEMENT shall become effective upon approval of this Agreement and shall survive until successful completion of the Warranty Period. During the time this Section 23. remains in force, this Agreement shall be subject to termination according to the following and as otherwise provided in this Agreement:

a) Mutual Agreement

This Agreement may be terminated by mutual agreement, in writing, of the parties. The effective date of such termination and the responsibilities of the parties shall be set forth as a part of that Agreement.

b) Default by the Contractor

The State may, by written notice to Contractor, signed by the Project Administrator, terminate the Contractor's right to proceed under this Agreement if the Contractor:

1) Materially fails to perform the services within the time specified or any extension thereof; or

2) So fails to make progress as to materially endanger performance specified in this Agreement in accordance with its terms; or

3) Otherwise fails to perform any other material provisions of this Agreement; provided, however, that in such event the State, through the Project Administrator, shall give the Contractor at least thirty (30) days' prior written notice

Termination for default at the option of the State shall be effective thirty (30) days after receipt of such notice, unless the Contractor corrects said failure(s) within thirty (30) days after receipt by the Contractor of such written notice. In the event of such Agreement termination, the Contractor shall reimburse Department of all monies paid by Department to Contractor under this Agreement and Contractor shall be liable to compensate the Department for any additional costs reasonably incurred by the Department in obtaining such services; provided that the failure to perform under this Agreement which results in termination pursuant to this Subsection 22.b. arises out of cause or causes other than those described in Section 20, FORCE MAJEURE.

c) Termination by the Project Administrator

The Project Administrator, by sixty (60) days' prior written notice to the Contractor, may terminate performance of work under this Agreement, in whole or in part, when it is in the best interest of the Department to do so. In the event of such termination, the Contractor will be compensated by Department for work performed prior to such termination date and for all reasonable costs to which the Contractor has, out of necessity, obligated itself as a result of this Agreement.

24. TERMINATION OF PURCHASE ORDERS

In addition to as otherwise may be provided in this Agreement, the Department may terminate early and without penalty, and without default on the part of the Contractor, any license or associated service on any Attachment by releasing Contractor from further responsibility to provide the Deliverable, under the following conditions:

a) Termination in the Interest of Department

Upon thirty (30) days' prior written notice to Contractor, a Department may terminate any service and/or applicable Purchase Order(s), in whole or in part, when it is in the best interest of the Department to do so. In the event such termination pertains to associated service, the Contractor will be compensated for all work performed prior to and including such termination date.

b) Lack of Continued Funding

Upon ninety (90) days' written notice to Contractor, a Department may terminate any Deliverable license or associated service as of the first day of the period for which sufficient funds to meet its obligations under this Agreement are not appropriated or allocated. The Department shall pay any Deliverable charges due prior to the non-funded period. If the necessary funding becomes available within ninety (90) days of such termination, Department and Contractor agree to resume said license or associated service, upon such funding becoming available, under the terms applicable to such license or associated service just prior to termination, unless such resumption is mutually declined.

Upon the termination of any such Deliverable license, the license and all other rights granted hereunder to the Department shall immediately cease, and said Department shall immediately upon receipt of written request from Contractor:

a) Return the Deliverable to Contractor; and

b) Purge all copies of the Deliverable or any portion thereof from all PUs and from any computer storage medium or device on which the Department has placed Deliverable.

25. 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) This Agreement shall be deemed to have been made in the State of Connecticut and shall be governed in all respects by the laws of said State without giving effects to its conflicts of laws provisions.

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

h) 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.

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

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

      OR

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

      OR

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

j) 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.

k) 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.

l) Notwithstanding the foregoing, the State grants Contractor rights to use, sell, distribute and incorporate within Contractors Deliverable base any and all programs, processes, proprietary know-how and other proprietary information or technology (and all associated documentation) that Contractor produces or that is the direct result of Contractor's performance of any work under this Agreement. Such rights will result in a royalty payment to the State in the amount of 40% of charges attributable to the sale of such portion of programs, processes, proprietary know-how and other proprietary information or technology (and all associated documentation) excepting therefrom any sale between Contractor and any Local, State, Federal Government, including agency or political subdivision thereof to which no charge will apply. This royalty payment will cease on the five-year anniversary date of this Agreement. Contractor will submit to the State an annual report itemizing such charges, if any, and accompanying the report with a check made payable to "Treasurer State of Connecticut" in the amount of the royalty fees due the State. Such report will be sent to the notice address in Section 27, COMMUNICATIONS of this Agreement.

m) Any forthcoming transactions against this Agreement shall be in accordance with applicable Connecticut statutes, if any, pertaining to the Department of Information Technology.

n) The following items are hereby incorporated into this Agreement by reference:

1) The RFP No. **06ITZ0108** issued on February 8, 2007

2) Vendor Conference Questions and Answers, dated [insert date], 2007

3) All Questions and Answers, dated [insert date], 2007

4) Contractor's Proposal in response to the State's RFP, dated February 26, 2007

o) Contractor will not hire or offer employment to any current or former State official or employee contrary to or in violation of §1-84b of the Connecticut General Statutes or the Code of Ethics for Public Officials.

p) The Department, DOIT, the Connecticut Auditors of Public Accounts, the Joint Committee on Legislative Management, each nonpartisan office of the General Assembly, the U.S. Department of Consumer Protection, the U.S. 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.

q) 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

26. ORDER OF PRECEDENCE

In the event of conflict of terms and conditions between or among the RFP, the Contractor proposal and this Agreement, the order of precedence is:

1) This Agreement

2) Any Clarification to the Proposal

3) The RFP, and any amendments thereto.

4) The Contractor's Proposal in response to the State's RFP

27. 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 in accordance with Section 4, "PROJECT ADMINISTRATOR."

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.

28. NONDISCRIMINATION AND AFFIRMATIVE ACTION PROVISIONS

This section is inserted in this contract in connection with Subsection (a) of Section 4a-60 of the General Statutes of Connecticut, as revised.

a) For the purposes of this section:

1) "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:

a. Who are active in the daily affairs of the enterprise

b. Who have the power to direct the management and policies of the enterprise

c. Who are members of a minority, as such term is defined in Subsection (a) of Conn. Gen. Stat. Section 32-9n; and "good faith" means the degree of diligence that 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

2) "Commission" means the commission on human rights and opportunities

3) "Public works contract" means any agreement between any individual, firm or corporation and the state or any political subdivision of the state other than a municipality for construction, rehabilitation, conversion, extension, demolition or repair of a public building, highway or other changes or improvements in real property, or which is financed in whole or in part by the state, including, but not limited to, matching expenditures, grants, loans, insurance or guarantees

b) The Contractor agrees and warrants that in the performance of the contract:

1) 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 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 Contractor that such disability prevents performance of the work involved.

2) 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) To provide each labor union or representative of workers with which Contractor has a collective bargaining agreement or other contract or understanding and each Contractor with which 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) To comply with each provision of this section and Conn. Gen. Stat. Sections 46a-68e and 46a-68f and with each regulation or relevant order issued by said commission pursuant to Conn. Gen. Stat. Sections 46a-56, 46a-68e and 46a-68f.

5) 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 Conn. Gen. Stat. Section 46a-56. If the contract is a public works contract, the Contractor agrees and warrants that he will make good faith efforts to employ minority business enterprises as subcontractors and suppliers of materials on such public works project.

c) 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.

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

e) The Contractor shall include the provisions of Subsection b of this section 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, Contractor 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 Conn. Gen. Stat. Section 46a-56; provided, if Contractor becomes involved in, or is threatened with, litigation with a subcontractor or Contractor 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.

f) The Contractor agrees to comply with the regulations referred to in this section as they exist on the date of this contract and as they may be adopted or amended from time to time during the term of this contract and any amendments thereto.

29. NONDISCRIMINATION PROVISIONS REGARDING SEXUAL ORIENTATION

This section is inserted in this contract in connection with Subsection (a) Section 4a-60a of the General Statutes of Connecticut, as revised.

a) The Contractor agrees and warrants that in the performance of the contract:

1) 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) To provide each labor union or representative of workers with which Contractor has a collective bargaining agreement or other contract or understanding and each Contractor with which 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) To comply with each provision of this section and with each regulation or relevant order issued by said commission pursuant to section 46a-56 of the general statutes

4) 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 of the general statutes.

b) The Contractor shall include the provisions of Subsection a of this section 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, Contractor 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 of the general statutes; provided, if Contractor becomes involved in, or is threatened with, litigation with a subcontractor or Contractor 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.

c) The Contractor agrees to comply with the regulations referred to in this section as they exist on the date of this contract and as they may be adopted or amended from time to time during the term of this contract and any amendments thereto.

30. EXECUTIVE ORDERS

The Contract is subject to the provisions of Executive Order No. Three of Governor Thomas J. Meskill, promulgated June 16, 1971, concerning labor employment practices, Executive Order No. Seventeen of Governor Thomas J. Meskill, promulgated February 15, 1973, concerning the listing of employment openings and Executive Order No. Sixteen of Governor John G. Rowland promulgated

August 4, 1999, concerning violence in the workplace, all of which are incorporated into and are made a part of the Contract as if they had been fully set forth in it. At the Contractor's request, the Client Agency shall provide a copy of these orders to the Contractor. The Contract may also be subject to Executive Order No. 7C of Governor M. Jodi Rell, promulgated July 13, 2006, concerning contracting reforms and Executive Order No. 14 of Governor M. Jodi Rell, promulgated April 17, 2006, concerning procurement of cleaning products and services, in accordance with their respective terms and conditions.

31. REPORTS TO THE AUDITORS OF PUBLIC ACCOUNTS

This contract is subject to the provisions of §4-61dd Connecticut General Statutes. In accordance with this section any persons having knowledge of any matter involving corruption, violation of state or federal laws or regulations, gross waste of funds, abuse of authority or danger to the public safety occurring in any large state contract, may transmit all facts and information in his possession concerning such matter to the Auditors of Public Accounts. In accordance with subsection (e) 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 the Auditors of Public Accounts or the Attorney General under the provisions of this section, 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 the 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 executive head of the state or quasi- public agency may request the Attorney General to 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) Contractor shall post a notice of the provisions of this section in a conspicuous place that is readily available for viewing by the employees of the Contractor.

32. DEPARTMENT OF INFORMATION TECHNOLOGY STATUTES

Contractor agrees to be bound by all applicable statutes pertaining to the Department of Information Technology, including but not limited to C.G.S. Sections 4d-1 et.seq.

33. GENERAL STATUTES, SECTION 1-218

This contract is subject to the provisions of the Connecticut general statutes § 1-218. 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 (1) provide that the public agency is entitled to receive a copy of records and files related to the performance of the governmental function, and (2) indicate that such records and files are subject to the Freedom of Information Act and may be disclosed by the public agency pursuant to the Freedom of Information Act. 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 the Freedom of Information Act. 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 general statutes.

34. GENERAL STATUTES SECTION 4d-31.

Contracts, subcontracts, amendments to include State Comptroller's specifications. Each contract, subcontract or amendment to a contract or subcontract shall include any 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 subcontractor, shall be compatible with and support the state's core financial systems, including but not limited to,

accounting, payroll, time and attendance, and retirement systems.

35. GENERAL STATUTES SECTION 4d-32.

Subcontract awards. (a) No contractor shall award a subcontract for work under a contract or for work under an amendment to a contract without the approval of the Chief Information Officer or his designee of (1) the selection of the subcontractor and (2) the provisions of the subcontract.(b) Each such contractor shall file a copy of each executed subcontract or amendment to the subcontract with the Chief Information Officer, who shall maintain the subcontract or amendment as a public record, as defined in section 1-200.

36. GENERAL STATUTES SECTION 4d-40.

General Assembly access to state agency records under contracts, subcontracts and amendments thereto. The Parties agree that pursuant to C.G.S. Sec 4d-40 the Joint Committee on Legislative Management and each nonpartisan office of the General Assembly shall continue to have access to state agency records that is not less that the access that said committee and such offices have on July 1, 1997.

37. GENERAL STATUTES SECTION 4d-44

This contract is subject to the provisions of Connecticut General Statutes § 4d-44 – Continuity of systems in event of expiration or termination of contract, amendment or subcontract or default of contractor or subcontractor. Contractor agrees to ensure continuity of the System and related services, in the event that work under this contract is transferred back to the State or transferred to a different contractor, upon the expiration or termination of the contract, subcontract or amendment or upon the default of the Contractor or subcontractor. Contractor provisions shall include, but not be limited to, (1) procedures for the orderly transfer to the State of (A) such facilities and equipment, (B) all software created or modified pursuant to the contract, subcontract or amendment, and (C) all public records, as defined in section 4d-33, which Contractor or subcontractor possesses or creates pursuant to such contract, subcontract or amendment, and (2) procedures for granting former State employees who were hired by Contractor or subcontractor the opportunity for reemployment with the State. The parties agree to enter into an amendment to this contract as soon as practicable to set out the express terms to comply with the provisions of C.G.S. §4d-44.

38. GENERAL STATUTES SECTION 4-252

Conn. Gen. Stat. § 4-252 (the "Statute") requires that the Invitation to Bid or Request for Proposal, of which these Terms and Conditions are a part, include a notice of the vendor certification requirements described in the Statute. Accordingly, pursuant to the Statute, vendors are notified as follows: (a) The terms "gift," "quasi-public agency," "state agency," "large state contract," "principals and key personnel" and "participated substantially" as used in this section shall have the meanings set forth in the Statute. (b) No state agency or quasi-public agency shall execute a large state contract unless the state agency or quasi-public agency obtains the written certifications described in this section. Each such certification shall be sworn as true to the best knowledge and belief of the person signing the certification, subject to the penalties of false statement. (c) The official of the person, firm or corporation awarded the contract, who is authorized to execute the contract, shall certify on such forms as the State shall provide: (1) That no gifts were made between the date that the state agency or quasi-public agency began planning the project, services, procurement, lease or licensing arrangement covered by the contract and the date of execution of the contract, by (A) such person, firm, corporation, (B) any principals and key personnel of the person, firm or corporation, who participated substantially in preparing the bid or proposal or the negotiation of the contract, or (C) any agent of such person, firm, corporation or principals and key personnel, who participated substantially in preparing the bid or proposal or the negotiation of the contract, to (i) any public official or state employee of the state agency

or quasi-public agency soliciting bids or proposals for the contract, who participated substantially in the preparation of the bid solicitation or request for proposals for the contract or the negotiation or award of the contract, or (ii) any public official or state employee of any other state agency, who has supervisory or appointing authority over such state agency or quasi-public agency;(2) That no such principals and key personnel of the person, firm or corporation, or agent of such person, firm or corporation or principals and key personnel, knows of any action by the person, firm or corporation to circumvent such prohibition on gifts by providing for any other principals and key personnel, official, employee or agent of the person, firm or corporation to provide a gift to any such public official or state employee; and (3) That the person, firm or corporation made the bid or proposal without fraud or collusion with any person.

(d) Any bidder or proposer that does not make the certifications required under subsection (c) of this section shall be disqualified and the state agency or quasi-public agency shall award the contract to the next highest ranked proposer or the next lowest responsible qualified bidder or seek new bids or proposals.

(e) The date that the state agency or quasi-public agency began planning the project, services procurement, lease or licensing arrangement to be covered by the contract is _____.

39. TANGIBLE PERSONAL PROPERTY PROVISION

For the entire term of the Agreement and any and all of its extensions, the Contractor, on its own behalf and on behalf of all of its Affiliates, shall comply fully with the provisions of Conn. Gen. Stat. §12-411b, including, but not limited to, the following:

(1) The Contractor and its Affiliates shall collect and remit to the State of Connecticut, Department of Revenue Services, on behalf of its customers 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 no later than the last day of the month of the calendar quarter that follows the effective date of this Agreement or the last day of the tax collection period during which the tax was collected, whichever is later. Notwithstanding the previous sentence, if the Agreement provides for an earlier date, then that earlier date shall control;

(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) If the Contractor or its Affiliates fail to remit use taxes collected on behalf of their customers by the date required above, then they shall be subject to the interest and penalties provided for persons required to collect sales tax under Chapter 219 of the Connecticut General Statutes.

For purposes of this section of the Agreement, the word "Affiliate" means any person, as defined in Conn. Gen. Stat. §12-1, 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.

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 Chapter 219 of the Connecticut General Statutes, including, but not limited to, §12-411b.

40. ETHICS LAW SUMMARY

(a) A state agency or institution or quasi-public agency that is seeking a contractor for a large state construction or procurement contract shall provide the summary state ethics laws developed by the State Ethics Commission pursuant to section 1-81b of the general statutes to any person seeking a large state construction or procurement contract. Such person shall promptly affirm to the agency or institution, in writing, (1) receipt of such summary, and (2) that key employees of such person have read and understand the summary and agree to comply with the provisions of state ethics law. No state agency or institution or quasi-public agency shall accept a bid for a large state construction or procurement contract without such affirmation. (b) Each large state construction or procurement contractor shall provide the summary of state ethics laws described in subsection (a) of this section to all subcontractors and consultants and obtain an affirmation from each subcontractor and consultant that such subcontractor and consultant has received such summary and key employees of such subcontractor and consultant have read and understand the summary and agree to comply with its provisions. The contractor shall provide such affirmation to the state agency. Failure to submit such affirmations in a timely manner shall be cause for termination of the large state construction or procurement contract. (c) Each contract with a contractor, subcontractor or consultant described in subsection (a) or (b) of this section shall incorporate such summary by reference as a part of the contract terms. (d) Each subcontractor shall file a copy of each executed subcontract or amendment to the subcontract with the Chief Information Officer, who shall maintain the subcontract or amendment as a public record as defined in section 1-200.

41. CAMPAIGN CONTRIBUTION RESTRICTIONS

This section (the "CCR Section") is included here pursuant to Conn. Gen. Stat. § 9-333n and, without limiting its applicability, is made applicable to State Contracts, bid solicitations, request for proposals and prequalification certificates, as the context requires. This CCR Section, without limiting its applicability, is also made applicable to State Agencies, Quasi-public Agencies, the General Assembly, State Contractors, Prospective State Contractors and the holders of valid prequalification certificates, as the context requires.

(a) For purposes of this CCR Section only: (1) "Quasi-public Agency" means the Connecticut Development Authority, Connecticut Innovations, Incorporated, Connecticut Health and Educational Facilities Authority, Connecticut Higher Education Supplemental Loan Authority, Connecticut Housing Finance Authority, Connecticut Housing Authority, Connecticut Resources Recovery Authority, Connecticut Hazardous Waste Management Service, Capital City Economic Development Authority, Connecticut Lottery Corporation, or as this definition may otherwise be modified by Title 1, Chapter 12 of the Connecticut General Statutes concerning quasi-public agencies.

(2) "State Agency" means any office, department, board, council, commission, institution or other agency in the executive, legislative or judicial branch of State government, or as this definition may otherwise be modified by Title 9, Chapter 150 of the Connecticut General Statutes concerning campaign financing.

(3) "State Contract" means an agreement or contract with the State or any State Agency or any Quasi-public Agency, 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 fiscal year, for (A) the rendition of personal services, (B) the furnishing of any material, supplies or equipment, (C) the construction, alteration or repair of any public building or public work, (D) the acquisition, sale or lease of any land or building, (E) a licensing arrangement, or (F) a grant, loan or loan guarantee, or as this definition may otherwise be modified by Title 9, Chapter 150 of the Connecticut General Statutes concerning campaign financing.

(4) "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 the termination of said contract. "State contractor" does not include a municipality or any other political subdivision of the State or an employee in the executive, legislative or judicial 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, or as this definition may otherwise be modified by Title 9, Chapter 150 of the Connecticut General Statutes concerning campaign financing.

(5) "Prospective State Contractor" means a person, business entity or nonprofit organization that (A) submits a bid in response to a bid 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 State Contract has been entered into, or (B) holds a valid prequalification certificate issued by the Commissioner of Administrative Services under Section 4a-100 of the Connecticut General Statutes. "Prospective State Contractor" does not include a municipality or any other political subdivision of the State or an employee in the executive, legislative or judicial 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. Title 9, Chapter 150 of the Connecticut General Statutes concerning campaign financing may modify this definition, which modification shall control.

(6) "Principal of a State Contractor or Prospective State Contractor" (collectively referred to in this CCR Section as “Principal”) means (A) an individual who is a member of the board of directors of, or has an ownership interest in, a State Contractor or Prospective State Contractor, which is a business entity, except for an individual who (i) owns less than five per cent of the shares of any such State Contractor or Prospective State Contractor that is a publicly traded corporation, or (ii) is a member of the board of directors of a nonprofit organization qualified under Section 501(c)(3) of the Internal Revenue Code of 1986, or any subsequent corresponding internal revenue code of the United States, as from time to time amended, (B) an individual who is employed by a State Contractor or Prospective State Contractor, which is a business entity, as president, treasurer or executive or senior vice president, (C) an individual who is the chief executive officer of a State Contractor or Prospective State Contractor, which is not a business entity, (D) an employee of any State Contractor or Prospective State Contractor who has managerial or discretionary responsibilities with respect to a State Contract, (E) the spouse or a dependent child of an individual described in this subparagraph, or (F) a political committee established by or on behalf of an individual described in this subparagraph, or as this definition may otherwise be modified by Title 9, Chapter 150 of the Connecticut General Statutes concerning campaign financing.
(b) No State Contractor, Prospective State Contractor or Principal, with regard to a State Contract, bid solicitation or request for proposals with or from a State Agency in the executive branch or a Quasi-public Agency, and no Principal of a holder of a valid prequalification certificate, shall make a contribution to, or solicit contributions on behalf of (1) 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, (2) a political committee authorized to make contributions or expenditures to or for the benefit of such candidates, or (3) a party committee.

(c) No State Contractor, Prospective State Contractor or Principal, with regard to a State Contract, bid solicitation or request for proposals with or from the General Assembly, and no Principal of a holder of a valid prequalification certificate, shall make a contribution to, or solicit contributions on behalf of (1) an exploratory committee or candidate committee established by a candidate for nomination or election to the office of State senator or State representative, (2) a political committee authorized to make contributions or expenditures to or for the benefit of such candidates, or (3) a party committee.
(d) If a State Contractor or a Principal of a State Contractor makes or solicits a contribution prohibited under this CCR Section, the contracting State Agency or Quasi-public Agency may void the existing contract with said contractor, and no State Agency or Quasi-public Agency shall award the State Contractor a State Contract or an extension or an amendment to a State Contract for one year after the election for which such contribution is made or solicited.
(e) If a Prospective State Contractor or a Principal of a Prospective State Contractor makes or solicits a contribution prohibited under this CCR Section, no State Agency or Quasi-public Agency shall award the Prospective State Contractor the contract described in the bid solicitation or request for proposals, or any other State Contract for one year after the election for which such contribution is made or solicited.
(f) The chief executive officer of each State Contractor and Prospective State Contractor, or if a State Contractor or Prospective State Contractor has no such officer then the officer who duly possesses and exercises comparable powers and duties, shall certify, in the form of an affidavit executed subject to the penalties of false statement, that: (1) such officer has informed each individual described in subsection (a)(6) of this CCR Section with regard to said State Contractor or Prospective State Contractor concerning the provisions of subsection (b) or (c) of this CCR Section, whichever is applicable, and this subsection (f), (2) no such individual will make or solicit a contribution in violation of the provisions of subsection (b) or (c) of this CCR Section, whichever is applicable, and this subsection (f), and (3) if any such contribution is made or solicited, the State Contractor or Prospective State Contractor, as the context requires, shall not be awarded the contract described in the bid solicitation or request for proposals and shall not be awarded any other State Contract for one year after the election for which such contribution is made or solicited. Such officer shall submit the affidavit to the contracting State Agency or Quasi-public Agency prior to, in the case of an RFP, executing a negotiated contract or prior to, in the case of an ITB, the award and acceptance of a contract. In the case of an application for prequalification to the Connecticut Department of Administrative Services ("DAS"), the application shall not be deemed to be complete until DAS receives the affidavit. The State Contractor or Prospective Contractor shall submit the affidavit on a form which the State Elections Enforcement Commission ("SEEC") prescribes.

(g) The person executing the affidavit referenced in subsection (f) shall submit to the SEEC a list of Principals in accordance with the requirements set forth on a form that the SEEC shall have prescribed for this purpose. The complete list of Principals shall be submitted to the SEEC at the same time that the affidavit is submitted to the State Agency, Quasi-public Agency or, in the case of a prequalification application, DAS. Notwithstanding any other provision in any applicable document or instrument, no party to the Contract, or a contract awarded pursuant to a non-competitive procurement, may begin performing in any way until the contracting State Agency or Quasi-public Agency has received the affidavit referenced in subsection (f) and the SEEC has received the Principals list.
(h) Notwithstanding any other provision in the Contract, invitation to bid, request for proposals and prequalification application:

(1) The State Contractor and Prospective State Contractor shall report to the SEEC, on a form which the SEEC prescribes, any changes in Principals occurring from and after the date of the previous Principals list by submitting and delivering such form to the SEEC no later than the fifteenth day of each month following the month when a change in Principals occurs, or the next succeeding business day, whichever is later. If the Contractor or Prospective State Contractor fail to submit and deliver the appropriately completed form by its due date, then the SEEC shall notify the State Agency or Quasi-

public Agency and the Contractor of the failure in writing. The State Agency or Quasi-public Agency shall then review all relevant information and determine whether such failure constitutes a breach of this Contract. If the State Agency or Quasi-public Agency determines that a breach of this Contract has occurred, then the State Agency or Quasi-public Agency shall deliver a notice of breach to the Contractor, affording the Contractor an opportunity to cure the breach within ten (10) days from the date that the Contractor receives the notice. The State Agency or Quasi-public Agency may extend the right to cure period if, and continuing so long as, the State Agency or Quasi-public Agency is satisfied that the Contractor is making a good faith effort to cure the breach but the nature of the breach is such that it cannot be cured within the right to cure period. The SEEC may, if it deems it to be appropriate, send to the Contractor electronic reminders of the Contractor's obligation to report changes in Principals. The undertaking of this reminder is permissive and shall not be construed to be a condition precedent to the Contractor's obligation to submit and deliver the form timely.

(2) If the State Agency or Quasi-public Agency determines that the Contractor has breached the Contract by failing to comply with the requirements of this CCR provision, then the State Agency or Quasi-public Agency may, after expiration of the right to cure period, direct all appropriate State entities using the Contract to withhold any payment, in whole or in part, that may be due and owing to the Contractor under this Contract until such time as the Contractor submits and delivers an appropriately completed form to the SEEC.

(3) If the Contractor fails to submit and deliver the Principals list form timely three times in any 12-month period, then the SEEC may recommend to the State Agency or Quasi-public Agency that it take these failures into account for purposes of evaluating the Contractor's responsibility in future procurements. The SEEC may recommend that the State Agency or Quasi-public Agency make a determination that the Contractor is not responsible.

(4) The Contractor's failure to submit and deliver the Principals list form timely for the third time in any 12-month period shall, upon the SEEC's recommendation, entitle the State Agency or Quasi-public Agency to Cancel the Contract. Accordingly, the third notice of breach to the Contractor from the State Agency or Quasi-public Agency in any 12-month period may include an effective Contract Cancellation date, in which case no further action shall be required of any party to effect the Cancellation of the Contract as of the stated date. If the notice does not set forth an effective Contract Cancellation date, then the State Agency or Quasi-public Agency may Cancel the Contract by giving the Contractor no less than twenty four (24) hours' prior written notice.

(5) Noting the absence of the SEEC's signature on the Contract, the State Agency or Quasi-public Agency represents that the SEEC has previously agreed in writing to assume the rights and responsibilities attaching to the SEEC and set forth in this CCR section. The State Agency or Quasi-public Agency shall provide a copy of that document to the Contractor upon request.

42. 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.

43. 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.

44. ENTIRETY OF AGREEMENT

This Agreement includes the SIGNATURE PAGE OF AGREEMENT. To the extent the provisions of the previously mentioned Deliverable Pricing Schedule, the Project Implementation Summary, the Project Implementation Schedule and any aforementioned Attachment do not contradict the provisions of Sections 1 through 43 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.

45. 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: _____

BY: _____

NAME: _____

TITLE: _____

_____

_____

DATE: _____

FOR: STATE OF CONNECTICUT

BY: _____

Diane S. Wallace
Chief Information Officer
Department of Information Technology
duly authorized

DATE: _____

APPROVED AS TO FORM:

_____

Attorney General of the State of Connecticut

DATE _____

Attachment 6 – Business and Technical Requirements

TABLE OF CONTENTS

1. INTRODUCTION 2
2. DOIT STANDARDS FOR ENTERPRISE APPLICATIONS 3
3. DESCRIPTION OF THE CONCEPTUAL VISIONARY ARCHITECTURE 3
4. DOIT RECOMMENDED APPLICATION ARCHITECTURE 4
5. PMP ARCHITECTURE PERFORMANCE BENCHMARKS 4
6. VENDOR SUBMISSION 5
7. SCOPE OF WORK 5
8. GENERAL FUNCTIONALITY 5
9. DATA COLLECTION FROM DISPENSERS 6
10. DATABASE MANAGEMENT 7
11. QUERIES AND REPORTS 8
12. SECURE WEB SERVICES 9
13. DATA SECURITY & CONFIDENTIALITY 11
14. DATA RECEIPT 11

1. INTRODUCTION

The diversion of legitimate prescription drugs for personal abuse and for distribution to the illegitimate street drug market remains a serious problem in the state of Connecticut, as it is across the country. Accurate statistics remain unavailable for Connecticut because the State does not have an organized program to gather such information. Anecdotal evidence exists, which documents that a significant prescription drug diversion problem has persisted for years in Connecticut. Similar drug diversion problems in other states have been well documented by state and federal agencies.

Prescription drug diversion occurs in variety of places, such as hospitals, pharmacies, and the pharmaceutical wholesalers and manufacturers. Diversion occurs at the community pharmacy level through robberies or break-ins, employee theft, drug seeking patients or individuals attempting to obtain drugs illegally. Diversion also occurs through inappropriate prescriptions written by competent, well-meaning practitioners who are duped by drug seeking individuals or by impaired practitioners who are inappropriately prescribing for themselves or others. However, documenting the scope and breadth of these problems, and the ability to address, them are limited in the absence of an effective statewide monitoring program.

Accurate and up-to-date data, required to substantiate and quantify the impact of this drug diversion activity, does not exist in Connecticut because the State does not have an automated, query based system and methodology nor an Ad-hoc reporting mechanism to gather such data. The only way to gather such data is through an enormous manual effort with many person-hours for just one event request. Without accurate, accessible and up-to-date data, no analysis or conclusions exist. The Division of Drug Control's experience with the existing manual program, the experience of similar states that have data gathering methods, such as a controlled substance prescription monitoring program, lead it to believe the impact in Connecticut is significant and must be addressed. Even without current and accessible data, there is no debate over whether prescription drug diversion exists and compromises public health, safety and welfare. The existence of controlled substance monitoring programs in surrounding states, including Maine, Rhode Island, Massachusetts and New York raises concern that drug-seeking patients and other individuals intent on diverting prescription drugs for illicit use may be migrating to Connecticut for easy "scamming" where no program for monitoring exists.

Few of these drug-seeking individuals are ever identified for referral to medical practitioners for help, or to law enforcement. When discovered by the pharmacist at the prescription counter, most simply leave and move on to a different pharmacy. Even when reported to law enforcement, the individual is usually gone before an officer reaches the scene. In addition, because of limited available resources, the law enforcement agency may not have an officer to respond or may not view a phony prescription at the pharmacy as a high priority.

Of further concern to the state is the data that has been generated by the U.S. Drug Enforcement Administration (DEA) regarding the total amount of individual controlled substance prescription drugs distributed into the state. Reports generated by the DEA's Automation of Reports and Consolidated Orders System (ARCOS) for the year 2002 indicates that Connecticut is ranked No.6 in the nation, including the 50 U.S. states, 3 U.S. territories and the District of Columbia, in the total per capita distribution of oxycodone, the active drug component in Oxycontin. Connecticut also ranked No. 40 in codeine per capita distribution, No. 2 in hydromorphone, No. 4 in Fentanyl, No.22 in methadone, No 37 in D-Amphetamine and No. 21 in the nation in morphine per capita distribution.
These statistics do not measure prescribing or dispensing, but only the total amount of drug distributed into the state by the drug's manufacturers and wholesalers. It is most unfortunate that statistics, easily provided by a prescription-monitoring program, are not available in order to closely track and evaluate these apparent trends identified by the ARCOS reports and to assist in the development of appropriate public policy in response.

Connecticut has a population of just over 3.5 million, 21 incorporated cities, 8 counties, approximately 620 pharmacies and 4500 pharmacists. The state has approximately 16,000 physicians, 1000 dentists, 1200 Nurse Practitioners, Physician Assistants, and 800 veterinarians, authorized by their scope of practice in the state to prescribe

controlled substances.

2. DOIT STANDARDS FOR ENTERPRISE APPLICATIONS

The Chief Information Officer for the State of Connecticut and the Department of Information Technology (DoIT) has established certain policies, standards and guiding principles regarding the design and development of enterprise applications as well guidance regarding the purchase of specific software products. These requirements and associated standards help formulate a strategic and cost-effective direction of the State of Connecticut on the statewide use of technology in all mission critical and important business applications and systems by state agencies.

The DOIT enterprise architecture process model defines an iterative process for the development of enterprise architectures that continues to evolve on a planned basis. This guidance consists of articulating The Enterprise Architecture Process as well as a Common Requirements Vision and Conceptual Architecture Principles. For the purposes of this RFP, Vendors are expected to familiarize themselves with the appropriate DOIT standards (Attachment A).

In addition, DOIT also provides guidance on various domain models1, covering important statewide technical topics such as:

Application Development Domain Technical Architecture,
Collaboration – Directory Services Domain Technical Architecture,
Data Management and Data Warehouse Domain Technical Architecture,
Enterprise Systems Management Domain Technical Architecture,
Middleware Domain Technical Architecture,
Network Domain Technical Architecture,
Platform Domain Technical Architecture,
Security Domain Technical Architecture,
eGovernment Domain Technical Architecture and
Web Application Usability Standards.

3. DESCRIPTION OF THE CONCEPTUAL VISIONARY ARCHITECTURE

The visionary architecture presents a strategic technical vision for the agency. The architecture presented in *Attachment A, B* assumes that in the future, approved application development will occur under and work toward this new architecture. To maximize the benefits of this architecture, it is assumed that any new business applications will be developed under the guidance of this architecture.

This architecture was developed with the understanding that information management in federal, state and even municipal governments is quickly progressing toward and will eventually be web-centric. The term eGovernment is a technical and public reality and provides a realistic and achievable application architecture that will maximize the ability to meet the agency's business needs and deliver value to the State of Connecticut. In order to support the visionary architecture, consideration has been given to current technical trends involving child welfare systems, existing State information technology (IT) standards, as defined by DOIT's Enterprise-wide Technical Architecture (EWTA) team, as well as the architecture's relationship to existing development tools that may assist with application design, modeling, defining, and documenting the application and its data stores.

While the architecture supports a user interface (UI) that can be either web-enabled, thinly GUI-based or a combination thereof, as business needs may dictate, for the purposes of this RFP, responding Vendors shall provide an interface that is web enabled.

The technical architecture allows for the physical deployment of various components of the architecture on logically or physically separate hardware and/or software platforms. This is commonly known as an *n*-Tier or distributed application architecture – one of the principles of the EWTA.

TABLE 3.1 – ATTRIBUTES OF THE ARCHITECTURE	
Attribute	**Description**
Valuable	The visionary architecture provides the maximum possible tactical and strategic value for DCP,
Supportable	The architecture must be easy for the State to support and maintain and should rely on standards based protocols and wherever possible, avoid the use of overly proprietary, immature or nonstandard solutions or protocols,
Reliable	That the architecture can be relied upon to be available and that its data and behaviors are predictable and highly credible,
Scalable	The architecture can easily handle increasing volumes of users, transactions and data,
Adaptable and Interoperable	That the architecture can yield to changing policy as well as possessing the capability to respond to dynamic business and technological environment,
Extensible	Its capabilities can grow with DCP, and
Cost Effective	It must be affordable and cost effective.

4. DOIT RECOMMENDED APPLICATION ARCHITECTURE

Refer To Attachment A – Description Of Standards For Technology and Attachment B – Description of recommended Architecture and Strategy for Web Based Applications)

5. PMP ARCHITECTURE PERFORMANCE BENCHMARKS

The performance of the solution is critical to ensuring that services can be provided within reasonable timeframes. (Exclusive of scheduled downtime outside the control of the proposed solution).

Requirements for Architecture Performance				
SP.01	The solution shall meet the following performance benchmarks:			
	SP.01.A	Mean Time Between Failure (MTBF):	≥ 180 Days	Mandatory
	SP.01.B	Mean Time to Recovery:	≤ 30 Minutes	Mandatory
	SP.01.C	System Reliability (Uptime) at 24 X 7	≥ 98.3%	Mandatory
	SP.01.D	Transaction Update:	≤ 5 Second	Mandatory
	SP.01.E	Transaction Inquiry:	≤ 5 Second	Mandatory
	SP.01.F	Canned Reports with Standard Criteria	≤ 20 Seconds	Mandatory
	SP.01.G	Reports with Variable Criteria	≤ 60 Seconds	Mandatory

6. VENDOR SUBMISSION

Vendors must submit the proposed physical and logical architecture pictorially and in text, supporting the database including all firewalls, proprietary software and describe the physical security of the hosting environment.

7. SCOPE OF WORK

The vendor will be expected to provide a Prescription Monitoring Program to the State of Connecticut Department of Consumer Protection, Drug Control Division. The Vendor will provide the following:

- Technical implementation
  - Data collection
  - Data management
  - Security
- Program implementation – procedure manual, dispenser interface, ongoing support including 24x7 operations with helpdesk.
- Operational implementation – provide hosting services
- Documentation – provide documentation services

8. GENERAL FUNCTIONALITY

- The PMP system must minimize paperwork and manual processing through the implementation of built-in automated electronic reports and alerts.
- The PMP system must be designed to minimize the number of personnel required to maintain and operate the system.
- The PMP system must be secure with only limited access to authorized users.
- The PMP system must have an on-line connection with the Drug Control office.
- The PMP database must be capable of maintaining 5 years of prescription data in a database. The PMP system must have various custom prescriber and user tracking reports available to Drug Control Agents.
- The PMP system must be designed to allow future upgrades to be easily incorporated into the system with minimal programming effort required.
- The upload system will be a web-based system.
- Data scrubbing processes will be performed initially and on going to maintain the data conforming to the database requirements.
- Encryption of the data will be made over a secure internet connection with a minimum 128-bit encryption. This will be increased as technology develops.
- Management functions must be automated wherever possible, including automatically notifying pharmacies that uploads have not occurred. Reports generated for Drug Control and subsequent use by law enforcement use must be automated.
- The system should allow registered users to limited data access reports on their own patients. This component of the system must be web-based
- Documentation must be presented on how HIPAA compliance is enforced/maintained.
- A process for verifying a request from a practitioner for patient information.

- Reports should be available with bar graphs, charts to assist in the production of reports or publishing.
- The vendor's current involvement with any other state or federal agency, such as the DEA, FBI, CDC, or HHS, with similar systems.
- Implementation to be completed within one year.
- The vendor will maintain a help desk/line 24/7.
- Detailed Systems Documentation, Technical Systems Documentation, End User Documentation. The Documentation must be presented at all levels for reference by end users (dispensers), Agency Based Management and Enforcement Personnel and Agency Onsite Technical Staff. (Recommended Types of Documentation include but not limited to: Online Help, Online Documentation, Hardcopy Documentation, Removable Media.)
- Training vendor will train 12 DCP personnel in the operation and maintenance of the application.

9. DATA COLLECTION FROM DISPENSERS

1. Data shall be collected by the Contractor in the 1995 format established by the American Society for Automation in Pharmacy in its *ASAP Rules Based Implementation Guide for Prescription Monitoring Programs*.
2. The Contractor shall prepare and provide to dispensers any instructions needed to comply with the reporting requirements, including technical assistance. DCP reserves the right to review and approve any communication prior to it being distributed to dispensers. DCP will provide the Contractor with a list of dispensers required to report, which will include the dispensers' names and addresses. There are approximately 620 dispensers that may be required to report to the program. An updated list of dispensers will be provided as needed to the Contractor.
3. The Contractor shall have a toll-free number and email address by which dispensers may contact the Contractor to resolve problems and receive information concerning data transmission. The toll-free number shall be staffed Monday through Friday, 9:00 a.m. to 5:00 p.m., Eastern Time. Voice mail access shall be available at all other times.
4. The Contractor shall collect prescription data from all dispensers required to report on the 15th and 30th day of each month thereafter. If the 15th or the 30th day does not fall on a business day the dispenser shall report the data on the following business day. The Contractor shall document receipt of each data transmission from a dispenser.
5. The Contractor must be able to receive electronic prescription information transmitted directly from dispensers, seven days a week, and twenty-four hours per day.
6. Data collected from the dispensers shall include for each Schedule II-V prescription the following information:
   - Required Data Elements:
   - Dispenser identification number;
   - The date the prescription for the controlled substance was filled;
   - The prescription number;
   - Is controlled substance new or a refill;
   - The national drug code number for the drug dispensed;
   - Amount of controlled substance dispensed, number of days supply;
   - A patient identification number;

- The patient's first and last name, street address, postal code;
- The date of birth of the patient;
- The date the prescription for the controlled substance was issued
- Prescribing practitioner's Drug Enforcement Agency's ID number
- The type of payment for the controlled substance

7. The Contractor shall collect the electronic data in the ASAP format from dispensers by secure e-mail, telephone modem, diskette, CD-ROM, tape, secure FTP, Virtual Private Network (VPN), and other agreed upon media.

8. The Contractor shall also accept written paper reports on a form approved by DCP, provided the dispenser has been granted a waiver by DCP. The Contractor shall be responsible for providing a form for this purpose to the dispenser. The Contractor shall enter data submitted on paper into the data file within 2 days of receipt.

9. Dispensers under common ownership must be permitted to submit their data in a single, joint transmission, provided each dispenser is clearly identified for each prescription dispensed. The Contractor is responsible for monitoring that each dispenser has submitted data on the required schedule, and for notifying both the dispenser and DCP of any failure to submit.

10. The Contractor shall perform data checks to ensure that the data submitted meets the accuracy and completeness threshold established by DCP. Ensuring the presence of data in all required fields and that data in all required fields are valid, e.g., the dispensing date must be greater than the date of birth but less than the current date.

11. If a data file submitted by a dispenser does not meet the established threshold for accuracy and completeness of data, the Contractor shall be responsible for notifying the dispenser, specifying the problem with the data, and ensuring that the data is corrected and resubmitted by the dispenser. If the data is not corrected and returned by any DCP-established deadline, the Contractor shall report this to DCP.

10. DATABASE MANAGEMENT

1. The actual database will reside with the Contractor on the Contractor's servers. All of the data in the database shall belong to DCP.

2. The contractor shall provide the computer hardware and software services, approved by DCP, that will be used by the contractor and DCP for data collection, management and reporting.

3. Conversion of Drug Enforcement Agency (DEA) registration numbers: When a dispenser reports to the system, the DEA registration numbers of the prescriber and dispenser are reported. The system must be able to convert the DEA registration numbers to prescriber and dispenser name, address and registered schedules. DCP will provide the DEA registration database. The system must allow authorized DCP staff to search all prescriptions that contain unknown DEA Numbers and correct bad DEA numbers through a 'Search and Replace' function.

4. Conversion of NDC (National Drug Code) numbers: The system must be able to convert NDC numbers to drug, name, strength, controlled substance schedule and dosage form; both at the point of data import and also retrospectively upon receiving NDC number updates. The Contractor shall

maintain a current reference source of NDC numbers that has been approved by authorized DCP staff.

5. The Contractor shall maintain the information for the time specified in the contract. Upon termination of the contract the contractor will forward the stored data in an electronically readable format to the State.

6. Database backups should occur every 24 hours, Monday Through Friday, and should occur after production hours

7. Database access will be from the application layer.

8. Data scrubbing to insure data validity and content should be threshold and template driven

9. Integrity checking utilities should be available and part of the Database administrative tool kit

10. Online access to data stored in the database for up to 5 years.

11. Database should be designed to allow minimal performance degradation as the database grows over a 5-year period.
    - Migration off of older technology to newer, as the need arises, should cause minimal impact to daily operation
    - Data elements will comply with the ASAP recommended format.
    - Additional elements may be needed to accommodate for enhancements or future requirements
    - All Personal Health Information(PHI) for individuals should be stored and accessed through encryption native to the MS SQL environment.

11. QUERIES AND REPORTS

1. All plans and procedures for reporting data shall be made in consultation with and subject to approval of DCP.

2. Data that has passed the checks for accuracy and completeness shall be accessible by DCP as soon as possible after submission and, at most, no more than seven (7) calendar days after submission.

3. The Contractor shall prepare reports for DCP at each reporting period identifying dispensers that have not submitted a required report and dispensers that submitted a report but the report was rejected. These periods may be monthly or bi-monthly for dispensers however that may change depending on the outcome of analysis of the data.

4. The system must allow authorized DCP staff to search, correlate, query, and match records on all variables contained in the records in order to discover all instances in which the records of a single patient are misidentified as being the records of two or more patients.

5. The system shall create five (5) basic reports: An audit report, practitioner report, law enforcement, a dispenser (pharmacy) report and threshold reports. Report format must be approved by authorized DCP staff.

6. The system must be able to identify the number of registered user requests made by user type, reports based on the registered user requests, and system logins. An exact, unalterable copy of any report must be saved by the system.

7. The system must enable DCP to perform ad hoc queries to respond to requests from other states' primary monitoring authorities, the Division of Medical Assistance, and licensing boards; to respond to lawful court orders; and for statistical, research or educational purposes. Since these queries and reports may vary in substance, an ad hoc query and reporting function is an essential aspect of the system.
8. The system must have the capability to produce automatic threshold reports. The criteria have not yet been determined and may change over time. Expected criteria may consist of number of prescriptions dispensed, number of prescribers used, and number of pharmacies used in a designated time period. A report function for this activity is required and must allow for parameters to be changed.
9. Reporting should be based off a template driven foundation
10. All templates should be modifiable to comply with user reporting requirement roles listed below:
    a. DCP Administration
    b. Pharmacies
    c. Pharmacist
    d. Physicians
    e. Veterinarians
    f. Dentists
    g. Other Practitioners
    h. Patients
    i. State Medical Board
    j. Other States licensing authorities
    k. Metropolitan, district, state or federal courts
    l. Pharmacy Board Members
    m. Law Enforcement
    n. Usage by registered user account name and type
11. Automated alert reporting should be keyed from thresholds that are user and system administration definable.
12. End User customizable reports, used by Drug Control Agents, will be required to track activity, identify issues or events as well as track activity users of the PMP system.
13. Use of the reporting system should not require retrieval and storage of data on devices outside the security infrastructure in place for the State of Connecticut unless first approved by the DCP. Data should remain internal to this infrastructure and encrypted.
14. Migration off of older technology to newer, as the need arises, should cause minimal impact to daily operation.

12. SECURE WEB SERVICES

With approximately 650 reporting dispensers and possible total of 24,000 registered users, DCP expects that the system will receive approximately 700-1000 requests for information each day. A comprehensive system that is able to meet this anticipated demand is required to successfully manage this program, to keep response times to a minimum, and to provide continuous (24 hour a day) access to authorized users.

- The system must authenticate user registrations before providing login accounts. Users include prescribers, dispensers, law enforcement and certain DCP staff. Only registered users will be allowed to request program information. The system must meet the privacy and security standards of the Health Insurance Portability and Accountability Act (HIPAA) of 1996, Public Law 104-191, in addition to common internet industry standards for privacy and security. Additionally, an explanation of the three (3) levels of access for the different categories of authorized users is required.
- The system must permit multiple users to be on the system and in the same applications at the same time.
- The system must permit a registered user to request and receive information, including automatic reports, via the internet. DCP is interested in enabling registered users to receive reports without intervention by staff for those requests where there is an exact match. The user would automatically receive the report without intervention by DCP staff. This would enable users to access the system 24/7.
- When the report request does not meet the criteria for an automatic report, it shall be placed in a queue for review, approval, modification, or denial of release by DCP staff. A message informing the requestor that the request is being held for review shall be sent.
- Manual input of requests: Not all requestors will necessarily have Internet access. DCP staff will need the ability to process requests received by other means.
- Ability to communicate with registered users: DCP is interested in the ability to communicate information of interest to registered users of the web-based program through broadcast alerts and/or an information section on the home page.

    a. Web Browser Access should be the primary access method to all data, reports, and administration as well as maintenance tasks.

    b. User account creation and management should be compliant with Microsoft's NTLM authentication

    c. Security should be 128 bit encrypted on the intranet and SSL/128 bit encrypted on all Internet access and communications

    d. All accounts will be password protected with a minimum of 8 characters

    e. All Accounts will have a login retry of 3 attempts

    f. All accounts will have an expiration of no more then 15 months

    g. Account Security should be tied in directly to application security

    h. Application should be MS Active Directory Compliant

    i. Desktop application dependencies should be limited to ActiveX/Active Server Pages

    j. Migration off of older technology to newer, as the need arises, should cause minimal impact to daily operation

13. DATA SECURITY & CONFIDENTIALITY

The Contractor shall comply with Federal, State of Connecticut and Department of Health and Human Services Privacy and Security laws, regulations and rules. U.S. Department of Health and Human Services, Centers for Medicare and Medicaid website:

http://www.cms.hhs.gov/SecurityStandard/

For any breach or suspected breach of security of the collected data, the Contractor shall:

- Notify DCP immediately by telephone or e-mail,
- Conduct an investigation,
- Confiscate and secure any evidence in conjunction with any such occurrences,
- Provide DCP with a written report of the investigation within three (3) business days of first learning of the breach,
- Subsequently supply a written report outlining the impact of the breach and the steps taken to correct the situation and prevent future breaches, and
- Assist DCP, including testifying, in any proceedings or hearings, which may be undertaken for any security violation.

14. DATA RECEIPT

The Contractor shall document receipt of each data transmission from a dispenser. All documentation shall be retained by the Contractor until such time as DCP provides written authorization for its destruction. Upon termination by DCP, or six (6) months prior to the expiration of this Contract, the Contractor shall provide to DCP a written turnover plan designed to insure a smooth turnover of data. The Contractor shall take all reasonable action to provide a minimally disruptive turnover. DCP Contract Administrator shall approve this plan prior to its implementation.

At no additional cost to DCP, the Contractor shall provide to DCP all electronic and paper files, including archived files, at Contract end. This information should include but not limited to desk procedures, training manuals, and instructions. The software used to access and view these files shall not be proprietary and shall not in any manner preclude access to the files by the DCP. DCP reserves the right to transfer all data, desk procedures, training materials and system instructions to any future Vendors. Final reimbursement by DCP shall be withheld pending receipt and acceptance of all data by DCP.

The Contractor shall create and maintain electronic copies of all correspondence. Each document shall be identified and referenced to a specific request ID in a manner that will facilitate case reviews or appeals. The Contractor shall also assure that the correspondence and written notifications can be accessed in real time by DCP. At the conclusion of the contract, the Contractor shall transfer to DCP all correspondence and notifications in a format that can be read by a standard document manager with text search capabilities (for example .pdf format) specified in advance by DCP. The Contractor shall also transfer in electronic form all pertinent desk procedures, training manuals, letter templates, and instructions.

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 Affidavits regarding Gifts. _____

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

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

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

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

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

VENDOR NAME: _____

SUBMITTED BY: _____
SIGNATURE

_____
PRINT

DATE: _____

Attachment 9 - Certification Regarding Lobbying

CONTRACTOR: _____

PERIOD: _____

The undersigned certifies, to the best of his or her knowledge and belief, that:

(1) No Federal appropriated funds have been paid or will be paid by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member or Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member or Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

(3) The undersigned shall require that the language of this certification be included in the award document for subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) at that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more that $100,000 for each such failure.

_____	_____
SIGNATURE	TYPED NAME & TITLE
_____	_____
FIRM/ORGANIZATION	DATE

STATE OF CONNECTICUT
OFFICE OF POLICY AND MANAGEMENT
Policies and Guidelines

This form is **MANDATORY** and must be completed, signed, and returned before the Contractor's bid can be considered by the State. **NO STATE AGENCY SHALL ACCEPT A BID FOR A LARGE STATE CONSTRUCTION OR PROCUREMENT CONTRACT WITHOUT SUCH AFFIRMATION.**

AFFIRMATION OF RECEIPT OF SUMMARY OF STATE ETHICS LAWS
(Bid or Proposal)

INSTRUCTION: Contractor must sign the affirmation below, and return this form to the awarding State agency.

The undersigned duly authorized representative of the bidding Contractor affirms (1) receipt of the summary of State ethics laws (2) that key employees of such Contractor have read and understand the summary and (3) that Contractor agrees to comply with the provisions of State ethics laws.

(Please print name under signature line.)

_____
Signature

_____
Title

_____
Date

On behalf of:

_____
Contractor Name

_____
Street Address

_____ _____ _____
City State Zip

_____
Federal Employee Identification Number
(FEIN/SSN)

This form is **MANDATORY** and must be completed, signed, and returned to the awarding State agency pursuant to Section 37 of Public Act. No. 05-287

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.

STATE OF CONNECTICUT
OFFICE OF POLICY AND MANAGEMENT
Policies and Guidelines

This form is **MANDATORY** and must be completed, signed, and returned to the Contractor. Contractor shall be obligated to provide such affirmation to the awarding State agency in a timely manner. **FAILURE TO SUBMIT SUCH AFFIRMATIONS IN A TIMELY MANNER SHALL BE CAUSE FOR TERMINATION OF THE LARGE STATE CONSTRUCTION OR PROCUREMENT CONTRACT.**

SUBCONTRACTOR AND/OR CONSULTANT AFFIRMATION OF RECEIPT OF SUMMARY OF STATE ETHICS LAWS

INSTRUCTION: Subcontractor(s) and/or consultant(s) must sign the affirmation below, and return this form to the Contractor. Contractor is obligated to submit such affirmation to the awarding State agency in a timely manner.

The undersigned duly authorized representative of the subcontractor or consultant affirms (1) receipt of the summary of State ethics laws, (2) that key employees of such subcontractor or consultant have read and understand the summary and (3) agrees to comply with the provisions of State ethics laws.

(Please print name under signature line.)

_____
Signature

_____
Title

_____
Date

On behalf of:

_____
Subcontractor and/or Consultant Name

_____
Street Address

_____ _____ _____
City State Zip

_____
Federal Employee Identification Number
(FEIN/SSN)

This form is **MANDATORY** and must be completed, signed, and returned to the Contractor. Contractor shall be obligated to provide such affirmation to the awarding State agency pursuant to Section 37 of Public Act No. 05-287.

Attachment 11 – Evaluation and Selection Criteria

1. EVALUATION AND SELECTION PROCEDURES

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, according to the best interest of the Department of Consumer Protection Prescription Monitoring Program.

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 Department of Consumer Protection Prescription Monitoring Program. Where DOIT does waive minor irregularities, such waiver shall in no way modify the RFP requirements or excuse the Proposer from full compliance with RFP specifications and other contract requirements if the Proposer 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:

- Proposals must be submitted no later than the proposal due date and time as specified in this RFP.
- The Technical Proposal transmittal letter shall be submitted as defined in this RFP.
- The Proposer must have followed the proposal submission requirements defined in this RFP.
- Mandatory forms identified in this RFP must be included in the proposal.
- The proposed system must meet all Federal requirements as well as all requirements specified in this RFP.
- The Proposer 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 Department of Consumer Protection (DCP)/Department and DOIT.

The Evaluation Team will conduct a comprehensive, fair, and impartial evaluation of proposals received in response to this procurement.

DOIT or the DCP 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 categories will be used to develop more detailed criteria which will be used during the evaluation process:

- The Proposer's qualifications, including but not limited to, financial position, legal standing, ethics compliance, small business or minority certification, CHRO compliance
- 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.
- The Proposer's general approach, including systems integration, resourcing, and architecture, with an overall plan to meet the requirements of this RFP
- The Proposer'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.
- Qualifications and experience of personnel assigned to the project with emphasis on documented experience in successfully completing work on projects of a similar size and scope, in the same or comparable line of business, to those required by this RFP. An Application Prime Contractor core team for the project must be identified and resumes must be submitted as specified in this RFP.
- 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. Moreover, in the case of a proposed transfer application, evidence of successful systems implementation or certification may be required
- The overall ability of the Proposing firm, as judged by the Commission/Department, to begin and successfully complete the project within the proposed schedule. This judgment will include, but will not be limited to, such factors as staff commitment to the project, project management and control plan, project organization and availability of staff.
- The Proposer's total fixed and/or estimated costs for the project and total fixed and/or estimated costs of system components: The Prescription Monitoring Program System.

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 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 Evaluation Team reserves the right to initiate discussions with Proposers who submit responsive or potentially responsive proposals for the purpose of clarifying aspects of the proposals; however, proposals may be accepted and evaluated without such discussion. The Evaluation Team reserves the right to waive minor irregularities.

3.1 BASELINE 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 7,500 is possible; proposals must achieve a minimum score of 5,250 points to be considered responsive. Any Proposal not achieving the minimum score will not receive further consideration.

General Functional	**1000 Points**
Data Collection	**1000 Points**
Database Management	**1000 Points**
Queries and Reports	**1000 Points**
Secure Web Services	**1000 Points**
Data Security and Confidentiality	**1000 Points**
Vendor Requirements and Qualifications	**1000 Points**
Proposal Requirements	**500 Points**
Cost	**2000 Points**

After completing independent evaluations, the Evaluation Team members will meet as a total team to score the proposals. At this time, the technical evaluation points given by each evaluator will be summed and proposals ranked accordingly.

4. TECHNICAL EVALUATION

Proposal scores on the technical evaluations will be summed and ranked accordingly. The proposal receiving the highest score will be selected as the successful Vendor.

5. GENERAL CONTRACT NEGOTIATION AND AWARD PROCESS

5.1 ORAL PRESENTATION

Proposers who submit a proposal in response to this RFP may be required to give an oral presentation of their proposal to the Evaluation Team. The purpose of such presentations is to provide an opportunity for Proposers 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 Proposers may not attend the presentations of their competitors. Oral Presentations have no intrinsic point value in the proposal evaluation process. However, on the basis of a demonstration of its proposed system, the score for a proposed client data and/or retail solutions may decrease based on the judgment of the Evaluation Team.
Proposers must clearly understand that it is the Evaluation Team's sole option to determine which Proposers, if any, will be invited to make an oral presentation. Proposers shall not construe the list of firms invited, if any, to imply acceptance or rejection of any proposal(s).

5.2 BEST AND FINAL OFFER

The Evaluation Team may determine if it is in the best interest of the Prescription Monitoring Program Project to seek a "Best and Final Offer" from Proposers submitting acceptable or potentially acceptable proposals. The "Best and Final Offer" would provide a Proposer the opportunity to amend or change its original proposal to make it more acceptable to the Project's purpose. The Evaluation Team reserves the right whether or not to exercise this option.

5.3 CONTRACTOR AWARD

If the Evaluation Team awards the right to negotiate a contract as a result of this procurement, the successful Prime Contractor shall be advised of the award intention by letter. The successful Prime Contractor must then indicate agreement to enter into a contract with DOIT.

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

Attachment 10 – Acronyms and Definitions

ACRONYMS AND DEFINITIONS	
DCP	Department of Consumer Protection
DOIT	Department of Information Technology
HHS	Department Health and Human Services
HIPAA	Health Insurance Portability Act
RFP	Request for Proposal

APPENDIX A

DOIT STRATEGIC STANDARDS AND PRODUCTS

Table 1 - Application Development Domain Standards

	Application Development Domain Standards 17-OCT-2006
Technical Standards	
	Client Interface Standards (Presentation tier)
	Web Browser User Interface
	PDA - Microsoft Mobil 5.0
	Standard Business Tier Languages
	COBOL LE
	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)
	VB 2005 (for new projects) VB.NET 2003 (for "legacy" application support only)
	ASP.NET 2003
	.NET Framework 2.0 (for new projects); .NET 1.1 for "legacy" application support only)
	Inter/Intra Application Communication
	SOAP ver 1.2
	XML ver 1.0 / 1.1
	W3C XML Schema ver 1.1
	XSLT 1.1
	XPath 1.0
	Web Development Standards
	ASP.NET 2005
	HTML 4.0
	Java Server Pages/Servlets
	JScript (limited client side edits, dynamics)
Product Standards	
	Software Development Kits (SDKs)
	SUN J2EE 1.4 SDK (JAVA)
	Microsoft .NET 1.1 SDK
	Integrated Development Environments (IDEs)
	Borland JBuilder Enterprise 2006 (JAVA)
	Visual Studio 2005 (note: this does not include the Team version)
	Blue Sky RoboHelp (Help file creation)
	Configuration (Source Code) Management
	Mainframe
	HCM (IBM)
	.NET
	Microsoft Visual SourceSafe 6.0c

	JAVA
	left blank
	Code Analysis Tools
	left blank
	Object Modeling Tools
	JAVA
	left blank
	.NET
	Visual Modeler (part of Visual Studio 2005)
	Enterprise Reporting / Structured Information Delivery
	Mainframe
	QMF (Mainframe only)
	Server Based
	Crystal Professional 11
	MS SQL Server Report Services 2005 (.NET only)
	Ad Hoc Query/Analysis
	Mainframe
	QMF
	Server Based
	left blank
	Desktop
	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
	Visual Basic .2005 (for new projects) VB.NET 2003 (for "legacy" application support only)
	Video Media Content Creation
	Live Broadcast
	Microsoft Media Encoder ver. 9
	Mixed PowerPoint and Video
	Microsoft Producer for PowerPoint 2003

Table 2 - Collaboration Domain Standards

Collaboration Domain Standards 10-OCT 2006	
Technical Standards	
	Protocols
	SMTP 3.0
	MIME
	LDAP
	XML 1.0 3rd Edition
	Novell DirXML
Product Standards	
	E-Mail; Calendar Sharing/Scheduling
	Server Products
	Exchange 2003
	Client Products
	Outlook 2003
	Outlook Web Access 2003
	Extended Collaboration
	Exchange 2003 (routing of documents)
	FileNet P8 Document Management
	FileNet P8 IDM & Desktop Capture
	Traction 3.x (Threaded discussions and blogs)
	Process Management
	FileNet P8 Workflow
	Directory Services
	Active Directory - Mail Account Mgmt for Exchange 2003
	Active Directory - Win2003 Server file and print services
	NDS e-directory ver 8.9 (for web authentication and for single sign-on)
	Secure E-Mail and FTP
	Tumbleweed MailGate (updated version of Tumbleweed)
Other Standards	
	Web Related
	DSF Portal Management 2.x
	Web Accessibility Standards - 508 compliant
	Office Productivity
	MS Office XP (2003)

Table 3 - Data Management Domain Standards

Data Management Domain Standards 17-OCT-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
	MS Access 2002/XP (Personal)
	SAS
Tools	
	Data Modeling Tools
	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
	ADO dot NET (2003)
	DB2 CONNECT-DRDA
	JDBC ver 2.1
	Generic
	ODBC 3.x
	OLE DB

Table 4 - Middleware Domain Standards

	Middleware Domain Standards 10-OCT-2006
Technical Standards	
	Interface / Transport
	Protocols/APIs
	ODBC 3.x
	JDBC ver 2.1
	AMI (IBM)
	OLE DB
	MSMQ API
	XPath 1.0
	Messaging Format
	SOAP 1.2
	XML 1.0 / 1.1
	EDI X12
	UDDI v 2.0 / 3.0
	Object Oriented
	RPC/API
	OMG/CORBA
	RMI over IIOP (Sun)
	JAVA
	JTS ver. 1.0
	EJB (J2EE 1.4)
	J2EE 1.4
	.NET
	DNA/DCOM+ (Microsoft)
	.NET (Microsoft)
Product Standards	
	TP Monitors
	IBM TX Series (CICS)
	Microsoft MTS
	JTS ver. 1.0
	Terminal Emulation (3270)
	Server Based
	IBM WebSphere Host Publisher
	Personal Computer Based
	Basic: MochaSoft TN3270 (FREE)
	Advanced: Seagull BlueZone
	Messaging
	WebSphere MQ V5.2 (IBM)

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

Table 5 – Network Domain Standards

Network Domain Standards 10-OCT-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
	Session Initiation Protocol (SIP)
	Fibre
	Fibre Channel 2.0
	Protocols - Storage
	FICON
	SCON
	File Access
	SFIS
	NFS
Product Standards	
	Routers
	CISCO
	HBAs
	Emulex LP9802 (this is for consistency with installed base at DOIT data center)
	Fibre Switches (for SAN connectivity)
	Brocade 3850,4100 (edge switches)
	Braced 24000 (director switch)
Other Standards	
	Remote Monitoring
	Cricket 1.0.5

Table 6 - Platforms Domain Standards

	Platforms Domain Standards 10-OCT-2006
Technical Standards	
	Mainframe
	IBM Z-Series
	Mid-Range
	SUN V6800
	SUN V880
	SUN V280R
	IBM P-Series 5xx, 6xx
	Application Server
	DELL PowerEdge 2950 Series (Intel XEON dual core) PREFERRED
	HP Proliant DL Series (Intel XEON) FOR Current HP based environments only
	Workstation
	Intel XEON dual core
	Desktop
	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)
	IBM-AIX 5.3
	MS Windows 2003 SP1
	Desktop/Notebook
	MS Windows XP Professional, SP2
	Local Area Network Operating Systems
	MS Windows 2003 SP1
	Virtual Partitions Intel Platform
	WMware Workstation 5 (desktops only)
	WMware ESX Version 2.52 (servers)
	Dedicated Infrastructure Server
	RedHat Enterprise Linux ES ver. 3
	Utility Software
	Distributed Patch Management
	PatchLink Update 6.x
	Software Distribution
	left blank
	TN 3270 Terminal Emulation

	Basic: MochaSoft TN3270 (FREE)
	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
	Veritas Backup EXEX 10
Other Standards	
	Thin Client
	CITRIX Client ver 6
	CITRIX MetaFrame ver 2
	Microsoft Terminal Services 2003

Table 7 - Security Domain Standards

	Security Domain Standards 10-OCT-2006
Technical Standards	
	Security Protocols
	SSLv3
	802.1x
	IPSec
	Secret Key Technology
	Kerberos
	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
	WebTrack SMARTFILTER DA
	N2H2
	Intrusion Detection and Prevention
	Network
	ISS Preventia
	Host Based
	left blank
	Protocol Analysis
	NAI Sniffer Pro
	TCPDump
	Scanning and Penetration Testing
	Software - DBMS
	AppDetective
	Software - Application
	left blank
	Hardware
	NESSUS
	SARA
	E-Mail Content Filtering and Virus Protection
	McAfee 3300 (WebShield A/V and Anti Spam)
	System Configuration/Management
	E-Policy Orchestrator
	System Logging Infrastructure
	left blank
Product Standards	

	Identification/Authentication
	Mainframe
	ACF-2
	User Authentication (Server based)
	Radius with ACE Software
	End Point Security (Device Authentication)
	Enterasys TES
	Cisco NAC
	Web-Based Application Authentication
	Novell iChain and eDirectory (ver. 8.9)
	Single Sign-On
	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
	Tumbleweed MailGate (updated version of Tumbleweed) - used for secure e-mail and secure FTP
	Internet
	left blank

Table 5 - Systems Management Standards

	Systems Management Standards 10-OCT-2006
Technical Standards	
Protocols	
	SNTP (Simple Network Time Protocol)
	RMON
	Web-Based Enterprise Management (WBEM)
	Java Management API (JMAPI)
	DMI ver 2.0s
	SNMP v2
Product Standards	
Help Desk problem ticketing, tracking etc.	
	IMPACT
	Asset Management
	left blank
	Remote Monitoring Desktop/Server systems management
	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	
	EMC Control Center
Web Site Analysis	
	Cricket 1.0.5
Software Distribution/Imaging	
Server	
	Ghost
Router	
	Cisco Works
Desktop	
	PatchLink 6.x
	Ghost
System Recovery	
	left blank

APPENDIX B

RECOMMENDED APPLICATION ARCHITECTURE AND GUIDELINES.

DEVELOPMENT GUIDELINES FOR WEB BASED APPLICATIONS
DATE: SEPT 27, 2006 VERSION 3

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. 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. The complete list of these principles is in APPENDIX C,

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.

3. REQUEST FOR WAIVER

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

4. REQUIREMENTS

- **N-tiered application development.** All Web applications shall be designed with the presentation, business logic and data layers both logically and physically separated to increase portability, scalability, re-usability and to support simplicity. This design is commonly referred to as n-tier application development architecture.
  The State requires the use of at least 3 logical tiers implemented as at least 3 physical security zones. These tiers are presentation, business or application logic, and data base (or data storage).
  As an example using a Microsoft based solution architecture this would imply an IIS web server, a separate IIS based application server (for ASP.NET, or VB.NET or C#.NET object and application

components, plus data access, and an SQL Server or other DBMS on a third server. These servers are physically located in security zones isolated from one another by firewalls. (Note: VMware partitions can be used instead of physical servers, but the traffic between the partitions must be through either hardware or software firewalls.)

- **Technology Standards.** The State maintains a dynamic listing of current technology standards for consideration in new application and web page development. (See Appendix A).
- **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.
- **Hosting.** Both the logical and physical separation of the presentation, application and database layers is crucial to the State's hosting strategy. The Technical Review Board will conduct a technical evaluation of each application. This evaluation, among other reviews, will determine the appropriate location and security zone for hosting each of the presentation, application and database layers/servers. The technical evaluation will occur in the Business Requirements Analysis phase (or early in the System Design phase) of the State's System Development Methodology.
- **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.
- **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.
- **Security - Presentation Layer Input Validation.** Safeguards must be included in all applications to protect the State's data and technical resources. Presentation layer coding must include (at a minimum) specified user input validation checks to guard against unauthorized access. Appendix 2 provides detail of specific presentation layer input validation guidelines.
- **Security – Web Authentication.** The State's direction is to allow users to input the same username and password to access different services. This strengthens the State's goal of providing a common look and feel environment in which users perceive they are interacting with State government as a whole, as

opposed to many agencies and departments individually. The State has adopted a single sign-on solution utilizing Novell eDirectory and iChain products.
The use of a secondary or alternate sign-on process is not allowed. All agency-specific secondary sign on processes are in addition to, not in lieu of, the above mentioned authentication products. Multiple factor authentication is also allowed as a complement to the single sign-on solution the use of Active Directory for authentication is limited to Exchange, legacy support and file and print scenarios.
A formal set of more complete guidelines has been developed and is available.

- **Security Review.** The State reserves the right to test all applications from a security perspective and require that any vulnerabilities identified by such testing be subject to remediation. Testing will occur prior to implementation and may occur post implementation (possibly on a recurring basis).
- **Documentation.** All system architectures, applications and application components will be documented at a level sufficient to allow for individuals other than the original developer(s) to maintain, support and enhance the application solution. Additional information and guidance on documentation will be provided in the near future as part of the State's System Development Methodology. (See item 13 below for additional documentation requirements).
- **Source Code.** The State retains the right to review application source code prior to implementation and while in production status.
- **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.
- **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.

APPENDIX C

CONCEPTUAL ARCHITECTURE PRINCIPLES

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

1. BUSINESS ORIENTED

- Information is valued as an enterprise asset, which must be shared to enhance and accelerate decision-making.
- 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.
- 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.
- We should leverage data warehouses to facilitate the sharing of existing information to accelerate and improve decision-making at all levels.
- IT systems should be implemented in adherence with all security, confidentiality and privacy policies and applicable statutes.
- The enterprise architecture must reduce integration complexity to the greatest extent possible.
- 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.
- 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
- New information systems will be implemented after business processes have been analyzed, simplified or otherwise redesigned as appropriate.
- 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.
- Create a small number of consistent configurations for deployment across the enterprise.
- A standardized set of basic information services (e.g., email, voicemail, e-forms) will be provided to all employees.

2. TECHNOLOGY ORIENTED

- Applications, systems and infrastructure will employ reusable components across the enterprise, using an n-tier model.
- 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.
- The interfaces between separate application systems must be message-based; this applies to both internal and external systems.
- We must deploy application systems that are driven by business events.

- We should separate on-line transaction processing (OLTP) from data warehouse and other end-user computing.
- The State shall adopt and employ consistent software engineering practices and methods based on accepted industry standards.

3. BUSINESS CONTINUITY ORIENTED

- IT solutions will use industry-proven, mainstream technologies.
- Priority will be given to products adhering to industry standards and open architecture.
- 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.
- We must implement a statewide backbone network that provides a virtual, enterprise-wide local area network
- The underlying technology infrastructure and applications must be scalable in size, capacity, and functionality to meet changing business and technical requirements.

APPENDIX D

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

NOTE:
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.