

**REQUEST FOR
PROPOSAL**

RFP-11 Rev. 3/11
Prev. Rev. 1/10

Kris H. Wohlgemuth
(860) 713-5606
kris.wohlgemuth@ct.gov

STATE OF CONNECTICUT
DEPARTMENT OF ADMINISTRATIVE SERVICES
PROCUREMENT SERVICES
165 Capitol Avenue, 5th Floor South
HARTFORD, CT 06106-1659



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Request for Proposal (RFP)
SPECIFICATIONS & PROPOSAL DOCUMENTS ATTACHED

RFP Number: **11PSX0202** RFP Due Date & Time: **November 10, 2011 at 2:00 pm Eastern Time**

DESCRIPTION: **Next Generation 9-1-1 Emergency Telecommunications System**

Special Instructions: No Special Instructions

NOTE: RFP's are not opened in public on the due date.

Bring hand-delivered Responses to:
DAS Procurement Services, Room 161, 165 Capitol Avenue, Hartford, CT between 1:30 and 2:00

If you hand deliver a response to DAS Procurement Services at any other time, please call (860)713-5095 for further instruction.

Vendors cannot enter state buildings without a valid photo ID and should anticipate security delays.

SEALED RFP NO.: 11PSX0202

**RFP DUE DATE/TIME: November 10, 2011
at 2:00 PM**

Return Proposal To:

RFP

PROCUREMENT DIVISION
DEPARTMENT OF ADMINISTRATIVE
SERVICES
STATE OF CONNECTICUT
165 CAPITOL AVE 5th FLOOR SOUTH
HARTFORD CT 06106-1659

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Allow ample time for delivery as responses delivered after RFP Opening Date/Time cannot be accepted.

TABLE OF CONTENTS

REQUEST FOR PROPOSAL 1

1.0 FOREWORD..... 8

1.1 PREFACE..... 8

1.2 OBJECTIVE 8

1.3 BACKGROUND 8

1.4 IMPLEMENTATION..... 8

2.0 ADMINISTRATIVE REQUIREMENTS 8

2.1 CONTRACTOR INSTRUCTIONS 8

2.1.1 CONFORMITY TO INSTRUCTIONS 8

2.1.2 PROPOSAL RESPONSES TO THIS RFP 8

2.1.3 CONTRACTOR QUESTIONS AND STATE REPLIES..... 9

2.1.4 ACCEPTANCE OF ADMINISTRATIVE REQUIREMENTS..... 9

2.1.5 DEVIATING FROM RFP REQUIREMENTS 9

2.1.6 EXCLUSION OF TAXES FROM PRICES 9

2.1.7 CONTRACTOR CONTACT(S)..... 9

2.1.8 VALIDATION OF PROPOSAL OFFERINGS 9

2.1.9 PROPOSAL COMPLETENESS 10

2.1.10 RESTRICTIONS ON CONTACTS WITH STATE PERSONNEL 10

2.1.11 OTHER RIGHTS RESERVED 10

2.1.12 REMEDIES..... 10

2.1.13 SYSTEM NON-ACCEPTANCE..... 11

2.1.14 CONTROL OF RFP EVENTS AND TIMING 11

2.1.15 PROPOSAL EXPENSES..... 11

2.1.16 OWNERSHIP OF PROPOSALS..... 11

2.1.17 ORAL AGREEMENT OR ARRANGEMENTS..... 11

2.1.18 HOLDBACK REQUIREMENTS..... 11

2.1.19 CONTRACTOR PRESENTATION OF SUPPORTING EVIDENCE/SURETY..... 11

2.1.20 CONTRACTOR DEMONSTRATION OF PROPOSED PRODUCTS..... 12

2.1.21 CONTRACTOR MISREPRESENTATION OR DEFAULT..... 12

2.1.22 STATE FISCAL AND PRODUCT PERFORMANCE REQUIREMENTS..... 12

2.1.23 CONFORMANCE OF AWARDS WITH STATE STATUTES..... 12

2.1.24 ERRONEOUS AWARDS..... 12

2.1.25 CORPORATE REPORTING..... 12

2.1.26 PRIME CONTRACTOR..... 12

2.1.27 FREEDOM OF INFORMATION ACT 15

2.1.28 SECURITY CLEARANCE..... 15

2.1.29 AUTHORIZED TO WORK ON PROJECT..... 15

2.1.30 KEY PERSONNEL..... 16

2.1.31 OWNERSHIP OF THE SYSTEM AND WORKFLOWS..... 16

2.1.32 ENCRYPTION OF CONFIDENTIAL DATA 16

2.1.33 RIGHTS TO AUDIT..... 17

2.1.34 WARRANTY..... 17

2.1.35 INDEPENDENT PRICE DETERMINATION..... 17

2.1.36 READINESS OF OFFERED PRODUCTS 18

2.1.37 INSPECTION OF WORK PERFORMED 18

2.1.38 DATE/TIME COMPLIANCE..... 18

2.1.39 CORPORATE GOVERNANCE..... 19

3.0 TYPICAL ACTIVITIES CONDUCTED AFTER RFP ISSUANCE..... 19

3.1 CONTRACTOR COMMUNICATION 19

3.1.1 PROCUREMENT SCHEDULE 19

3.1.2 CONTRACTORS' CONFERENCE..... 19

3.1.3 CONTRACTORS' QUESTIONS..... 19

3.1.4 RFP RESPONSE COORDINATION AND REVIEW..... 20

3.1.5 LIVE DEMONSTRATIONS AND PROOF OF CONCEPTS TO STATE..... 20

**State of Connecticut, Department of Administrative Services
Request for Proposals - Next Generation 9-1-1 Emergency Telecommunications System**

3.1.6	IMPLEMENT NECESSARY AGREEMENTS.....	20
4.0	PROPOSAL REQUIREMENTS	21
4.1	PROPOSAL SUBMISSION.....	21
5.0	CONTRACTOR’S RESPONSE - TABLE OF CONTENTS	21
6.0	GENERAL FORMAT REQUIREMENTS.....	22
6.1	BINDING THE PROPOSAL	22
6.2	FORMATTING THE PROPOSAL’S CONTENT.....	22
6.3	ELECTRONIC VERSIONS (CD-ROM).....	23
6.4	CORRUPTED PDF DOCUMENTS.....	23
7.0	SECTION I – CONTRACTOR, BUSINESS, AND TECHNICAL PROPOSAL	24
7.1	USE OF SUBCONTRACTORS.....	24
7.1.1	<i>Completed and Executed Mandatory Forms and Documents (I.A.1)</i>	24
7.1.2	<i>Transmittal Letter (I.A.1.1)</i>	24
7.1.3	<i>Mandatory Contractor Questionnaire (I.A.1.2)</i>	24
7.1.4	<i>Contractor Validation and Authentication Statement (I.A.1.3)</i>	24
7.1.5	<i>CHRO Form (I.A.1.4)</i>	24
7.1.6	<i>Contractor Certifications (I.A.1.5)</i>	25
7.1.7	<i>Executive Summary (I.A.2)</i>	25
7.1.8	<i>Company Overview (I.A.3)</i>	25
7.1.9	<i>Summary of Qualifications (I.A.4)</i>	26
7.1.10	<i>Related Products and Services (I.A.4.1)</i>	26
7.1.11	<i>Financial Overview (I.A.5.)</i>	27
7.1.12	<i>Financial Status (I.A.5.1.1)</i>	27
7.1.13	<i>Copy of Annual Statement - Public Companies Only (I.A.5.1.2)</i>	27
7.1.14	<i>Contractor Customer References (I.A.6)</i>	27
7.1.15	<i>Overview of the Proposed Solution (I.B.1)</i>	27
7.1.16	<i>Architecture Overview (I.C.1)</i>	27
8.0	SECTION II PROJECT MANAGEMENT, PLANNING AND STAFFING PROPOSAL	28
8.1	EXECUTIVE SUMMARY (II.1).....	28
8.2	MEETING THE REQUIREMENTS FOR PROJECT MANAGEMENT, PLANNING AND STAFFING (II.2)	28
8.3	MILESTONE DRIVEN WORK PLANS (II.2.1)	29
8.4	SYSTEM DEVELOPMENT METHODOLOGY (SDM) PRACTICES (II.3).....	29
8.5	DESIGN PHASE (II.3.1).....	29
8.6	CONSTRUCTION PHASE (II.3.2)	30
8.7	TESTING PHASE (II.3.3)	30
8.8	IMPLEMENTATION PHASE (II.3.4).....	30
8.9	POST IMPLEMENTATION PHASE (II.3.5)	30
8.10	TEAM RESUMES (II.5)	30
9.0	SECTION III – FINANCIAL PROPOSAL	30
9.1	EXECUTIVE SUMMARY (III.1)	31
9.2	RFP ATTACHMENT 02 - CONTRACTOR PROPOSAL COST WORKSHEETS (III.2).....	31
10.0	ARCHITECTURE OF PROPOSED PRODUCTS	32
10.1	PRODUCT VERSION	32
10.2	PRODUCT ARCHITECTURE.....	32
11.0	ARCHITECTURE GUIDELINES FOR WEB BASED APPLICATIONS.....	33
11.1	PURPOSE.....	33
11.2	BACKGROUND.....	33
11.3	REQUEST FOR WAIVER.....	33
11.4	REQUIREMENTS	33
11.4.1	<i>ACCESSIBILITY</i>	33
11.4.2	<i>HOSTING</i>	33

**State of Connecticut, Department of Administrative Services
Request for Proposals - Next Generation 9-1-1 Emergency Telecommunications System**

11.4.3	Support	33
11.4.4	Security.....	34
11.4.5	Documentation	34
11.4.6	Source Code	34
11.4.7	Development, Test and Production Servers, Monitoring and Logging	34
11.4.8	Disaster Backup and Recovery (DBAR).....	35
12.	CONCEPTUAL ARCHITECTURE PRINCIPLES	35
12.1	BUSINESS ORIENTED.....	35
12.2	TECHNOLOGY ORIENTED.....	35
12.3	BUSINESS CONTINUITY ORIENTED.....	35
13.	PROGRAMMING GUIDELINES - SECURITY VULNERABILITIES FOR WEB-BASED APPLICATIONS	36
	ATTACHMENT 1 – MANDATORY CONTRACTOR QUESTIONNAIRE	37
	ATTACHMENT 2 – CONTRACTOR PROPOSAL COST WORKSHEETS.....	38
	ATTACHMENT 3 - CONTRACTOR PROPOSAL VALIDATION AND AUTHENTICATION STATEMENT	47
	ATTACHMENT 4 - INFORMATION PROCESSING SYSTEMS AGREEMENT	48
1.	TERM OF AGREEMENT	51
2.	DEFINITIONS	51
3.	ACQUIRING DELIVERABLES.....	54
4.	PROJECT ADMINISTRATOR	55
5.	CHANGE ORDERS.....	55
6.	DELIVERY, INSTALLATION & DEINSTALLATION.....	55
7.	DELIVERABLE EVALUATION & ACCEPTANCE.....	56
8.	PAYMENTS & CREDITS	56
9.	SOFTWARE MAINTENANCE & SUPPORT.....	57
10.	SYSTEM RELIABILITY.....	58
11.	HARDWARE MAINTENANCE & SUPPORT.....	59
12.	SYSTEM WARRANTIES	59
13.	POST-WARRANTY MAINTENANCE	60
14.	OTHER WARRANTIES	60
15.	PATENT, COPYRIGHT, LICENSE & PROPRIETARY RIGHTS	61
16.	CONFIDENTIALITY; NONDISCLOSURE	61
17.	ENCRYPTION OF CONFIDENTIAL DATA.....	62
18.	DELIVERABLE REPLACEMENTS & UPGRADES.....	63
19.	RISK OF LOSS & INSURANCE.....	64
20.	DELIVERABLE ALTERATIONS.....	64
21.	FORCE MAJEURE.....	65
22.	SOURCE CODE ESCROW.....	65
23.	REMEDIES.....	65
24.	HOLDBACK REQUIREMENTS	67
25.	GENERAL PROVISIONS.....	67
26.	COMMUNICATIONS	68

**State of Connecticut, Department of Administrative Services
Request for Proposals - Next Generation 9-1-1 Emergency Telecommunications System**

27.	AUDIT REQUIREMENT FOR STATE GRANTS	69
28.	WHISTLEBLOWER PROVISION	69
29.	PUBLIC RECORDS PROVISION	69
30.	FORUM AND CHOICE OF LAW	69
31.	TERMINATION OF AGREEMENT	70
32.	STATE COMPTROLLER'S SPECIFICATIONS	71
33.	CIO SUBCONTRACT APPROVAL	71
34.	GENERAL ASSEMBLY ACCESS TO DOIT RECORDS.....	71
35.	CONTINUITY OF SYSTEMS	71
36.	RIGHTS TO PUBLIC RECORDS.....	72
37.	PUBLIC RECORDS AND FOIA	73
38.	DISCLOSURE OF PUBLIC RECORDS	73
39.	PROFITING FROM PUBLIC RECORDS	73
40.	CONTRACTOR'S OBLIGATION TO NOTIFY DOIT CONCERNING PUBLIC RECORDS.....	73
41.	TANGIBLE PERSONAL PROPERTY	73
42.	INDEMNIFICATION AND HOLD HARMLESS.....	74
43.	NON-WAIVER OF IMMUNITY	74
44.	SUMMARY OF STATE ETHICS LAWS.....	75
45.	CAMPAIGN CONTRIBUTION RESTRICTION.....	75
46.	EXECUTIVE ORDERS	75
47.	NONDISCRIMINATION PROVISIONS.....	75
48.	OWNERSHIP OF DATA.....	77
49.	HEALTH INSURANCE PORTABILITY AND ACCOUNTABILITY ACT (HIPAA).....	77
50.	TERMS AND CONDITIONS.....	80
51.	WORKERS' COMPENSATION	81
52.	ENTIRETY OF AGREEMENT	81
	ATTACHMENT 5 – BUSINESS AND TECHNICAL REQUIREMENTS	83
1.0	INTRODUCTION	84
2.0	INTENT OF THIS RFP	84
3.0	COMPLIANCE WITH STANDARDS	86
4.0	SYSTEM NETWORK REQUIREMENT	87
4.1	CONNECTICUT PUBLIC SAFETY SERVICES DATA NETWORK (CPSSDN)	87
5.0	IP BASED 9-1-1 CALL ANSWERING SYSTEM.....	88
5.1	STANDARDS	88
5.2	SYSTEM INTEGRATOR	88
5.3	SYSTEM AVAILABILITY AND RELIABILITY	89
5.4	IPV6 CAPABILITY	89
5.5	CONVERSION OF CIRCUIT-SWITCHED VOICE AND SIGNALING TO IP	89
5.6	SECURITY	90
5.7	ROUTING OF 9-1-1 CALLS AND LOCATION INFORMATION TO PSAPS.....	90
5.8	SYSTEM MONITORING.....	90
5.9	CALL ANSWERING.....	90

**State of Connecticut, Department of Administrative Services
Request for Proposals - Next Generation 9-1-1 Emergency Telecommunications System**

5.10	ACD FUNCTIONALITY	91
5.11	PSAP EQUIPMENT	91
5.12	9-1-1 CALL HANDLING SOFTWARE APPLICATION	92
	5.12.1 Login	92
	5.12.2 Call Indicators	92
	5.12.3 Call Location Information.....	92
	5.12.4 Call Management Information Application.....	93
	5.12.5 Audio Playback	93
	5.12.6 Manual Query	93
	5.12.7 Time Synchronization.....	94
	5.12.8 Computer Aided Dispatch (CAD) Interface	94
	5.12.9 Additional Data.....	94
	5.12.10 External Databases	94
	5.12.11 Telephone Functions	94
	5.12.12 System Alarms	95
	5.12.13 TDD/TTY Functionality.....	95
	5.12.14 Call Conference, Monitor, and Barge-In Capability	95
	5.12.15 Reporting GIS Location Database Discrepancies.....	96
5.13	GIS MAPPING.....	97
5.14	INTEGRATION OF PSAP ADMINISTRATIVE TELEPHONE LINES	97
5.15	NIEM COMPLIANT INTERFACES.....	97
5.16	DISPLAY OF DISABILITY INFORMATION	97
5.17	HEADSETS	98
5.18	LOCAL LOGGING RECORDER INTERFACE	98
5.19	VOICE QUALITY STANDARDS	98
5.20	AUDIO CALL BRIDGING / TRANSFER CAPABILITIES.....	98
5.21	MONITORING OF THE IP-BASED 9-1-1 CALL ANSWERING SYSTEM.....	99
5.22	USER TRAINING AND ADMINISTRATOR TRAINING OPTIONS.....	99
6.0	LNG / NG9-1-1 SERVICES	101
6.1	NETWORK REQUIREMENTS	101
6.2	SYSTEM INTEGRATOR	104
6.3	SYSTEM AVAILABILITY AND RELIABILITY	104
6.4	IPV6 CAPABILITY	105
6.5	CONVERSION OF CIRCUIT-SWITCHED VOICE AND SIGNALING TO IP	105
6.6	BORDER CONTROL FUNCTION.....	106
6.7	EMERGENCY CALL ROUTING FUNCTION (ECRF).....	106
6.8	POLICY ROUTING FUNCTION (PRF)	106
6.9	EMERGENCY SERVICES ROUTING PROXY (ESRP).....	107
6.10	LOCATION INFORMATION SERVER (LIS) FUNCTION.....	107
6.11	LOCATION VALIDATION FUNCTION (LVF).....	108
6.12	ADMINSTRATOR TRAINING	108
6.13	CENTRALIZED CALL LOGGING RECORDING (OPTIONAL)	108
6.14	CENTRALIZED COMPUTER AIDED DISPATCH (OPTIONAL).....	108
7.0	SERVICE LEVEL REQUIREMENTS AND MONITORING.....	109
7.1	MONITORING – NETWORK OPERATIONS CENTER (NOC)	109
7.2	FIELD REPAIR ORGANIZATION STRUCTURE	109
	7.2.1 General Contractor Requirements	109
	7.2.2 Standard and Enhanced Repair Proposals	110
	7.2.3 Response Time.....	110
8.0	ASSET TRACKING.....	111
9.0	CONTRACTOR REQUIREMENTS.....	112
10.0	UNDERSTANDING OF THE SCOPE OF WORK AND IMPLEMENTATION PLAN	113
	ATTACHMENT 6 - CONTRACT COMPLIANCE REGULATIONS AND NOTIFICATION TO PROPOSER.....	114
	ATTACHMENT 7 – CONTRACTOR CERTIFICATION	117

**State of Connecticut, Department of Administrative Services
Request for Proposals - Next Generation 9-1-1 Emergency Telecommunications System**

ATTACHMENT 8 – EVALUATION AND SELECTION CRITERIA	132
ATTACHMENT 9 – CONTRACTOR TRANSMITTAL LETTER	136
ATTACHMENT 10 –PLATFORM ON WHICH APPLICATION MUST RUN	138
CSSPN DESIGN OVERVIEW	138
1. APPLICATION ARCHITECTURE	138
2. TECHNOLOGY ARCHITECTURE	138
3. DATA ARCHITECTURE	139
4. NETWORK ARCHITECTURE	139
5. GENERAL FUNCTIONAL SPECIFICATION.....	141
6. DISASTER RECOVERY / BUSINESS CONTINUITY	141
7. DETAILED INFRASTRUCTURE DESIGN.....	141
8. NETWORK MANAGEMENT:	145
ATTACHMENT 11 - SYSTYEM IMPLEMENTATION LOCATIONS.....	146
ATTACHMENT 12 - DEFINITIONS / GLOSSARY	149
ATTACHMENT 13 - CURRENT PROCESS	153
ATTACHMENT 14 - SYSTEMS DEVELOPMENT METHODOLOGY (SDM) OVERVIEW.....	157
ATTACHMENT 15 – PROJECT SCHEDULE	197

1.0 FOREWORD

1.1 PREFACE

The Department of Administrative Services (DAS) 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 DAS, the IT Procurement Services is responsible for processing and authorizing all procurement activities for Information Technology and micro-graphic hardware, equipment, software and contractual services.

1.2 OBJECTIVE

The State of Connecticut’s Department of Administrative Services (DAS), IT Procurement Services, is issuing this Request for Proposals (RFP) on behalf of the Department of Emergency Services and Public Protection, for the Next Generation 9-1-1 Emergency Telecommunications System to meet the following objectives;

It is a continuing goal of the State of Connecticut Department of Emergency Services and Public Protection to provide the public with the most technologically advanced 9-1-1 system in the country. It is objective of this RFP to develop an Internet Protocol (IP) based Next Generation 9-1-1 (NG911) emergency telecommunication system that will be compliant with the following National Emergency Number Association (NENA) Standards: NENA 08-003 v1 Detailed Functional and Interface Specification for the NENA i3 Solution – Stage 3; NENA 08-002 NENA Functional and Interface Standards for Next Generation 9-1-1 Version 1.0 (i3); NENA 08-751 NENA i3 Technical Requirements Document; NENA-04-001 Section 10.4 Software Quality; NENA 58-001 NENA IP-Capable PSAP Minimum Operational Requirements Standard; NENA 58-501 IP PSAP 9-1-1 System Features and Capabilities. The system will operate utilizing the State of Connecticut Public Safety Data Network for voice call delivery, receiving and displaying text messages requesting emergency assistance, as well as photos and videos related to a request for emergency services, and will provide a means to receive 9-1-1 calls originating from the internet. The NG911 system will be implemented at the 106 9-1-1 public safety answering points (PSAPs), Department of Emergency Services and Public Protection Headquarters and at four Connecticut State Police secondary answering points (Troops C, D, F, K).

1.3 BACKGROUND

The existing ISDN Enhanced 9-1-1 Emergency Telephone System has been in operation since 2000 and must be replaced due to a lack of equipment spare parts and software support as soon as possible. The new system must be operational no later than June 30, 2013.

1.4 IMPLEMENTATION

As a result of the evaluation process, if the proposal of a given Contractor is determined to be in the best interest of the State of Connecticut, the State may select that Contractor to negotiate a contract with the State for the implementation of the Contractor’s proposal.

2.0 ADMINISTRATIVE REQUIREMENTS

2.1 CONTRACTOR INSTRUCTIONS

2.1.1 CONFORMITY TO INSTRUCTIONS

Contractors 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

Contractors desiring to participate in this RFP process must submit proposals with the format and content as detailed below. Contractors must respond to all requirements set forth in this RFP.

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**State of Connecticut, Department of Administrative Services
Request for Proposals - Next Generation 9-1-1 Emergency Telecommunications System**

The business and technical requirements for this RFP, *Attachment 5*, is structured so that Contractors may respond to Part A (Section 5.0) and Part B Option B-1 (Section 6.0 LNG) and/or Option B-2 (Section 6.0 NG9-1-1).

- ◆ Each requirement is specifically identified with a unique requirement number, and is identified as “Mandatory” or “Optional.” Optional items shall be further prioritized as “High”, “Medium” and “Low.”
- ◆ For Commercial-off-the-shelf applications:
 - Contractors should complete the checklist by identifying if the requirement is “Delivered”, “Requires a Modification” or is “Not Available”. Indicating a mandatory requirement is not available will result in elimination for consideration the Contractor’s proposal.
 - Mandatory requirements that are being addressed by modifications/customization of the existing package should have their costs broken out on the Costs Worksheets – Mandatory Customization Cost and reference the associated requirement identification number.
 - Optional requirements that are being addressed by modifications/customizations of the existing package should have their costs broken out on the Cost Worksheet – Optional Customization Cost and reference the associated requirement identification number.

2.1.3 CONTRACTOR QUESTIONS AND STATE REPLIES

The DAS IT Procurement Services will reply to only written via emails to kris.wohlgemuth@ct.gov to Contractor questions which it receives in accordance with *Section 3.1* and no later than the Contractor Questions Due date specified in *Section 3.1.1*.

2.1.4 ACCEPTANCE OF ADMINISTRATIVE REQUIREMENTS

Contractor 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.

2.1.5 DEVIATING FROM RFP REQUIREMENTS

The State will reject any proposal that deviates significantly from the requirements of this RFP. Contractors submitting proposals with any minor deviations must identify and fully justify such deviations for State consideration. Contractors who modify the format of the proposal form from that provided by the State may be subject to disqualification.

2.1.6 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. Contractors remain liable, however, for any other applicable taxes.

2.1.7 CONTRACTOR CONTACT(S)

The proposal must provide the name, title, address, telephone number and email address of the contact person(s) respectively responsible for clarifying proposal content and for approving any agreement with the State. This information must be included in the Transmittal Letter, (Attachment 9).

2.1.8 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 Contractor. Therefore, each proposal copy must be validated by signature of a person having such authority to commit the Contractor.

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 Contractor Proposal Validation and Authentication Statement, attached to this RFP as *Attachment 3*, must be used for this purpose.

**State of Connecticut, Department of Administrative Services
Request for Proposals - Next Generation 9-1-1 Emergency Telecommunications System**

2.1.9 PROPOSAL COMPLETENESS

To be acceptable, proposals must contain all required information and statements in the form requested by this RFP. Contractor proposals must submit "none" or "not applicable" responses to any RFP question and information request, when such a response is the only appropriate response.

2.1.10 RESTRICTIONS ON CONTACTS WITH STATE PERSONNEL

From the date of release of this RFP until the 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 Contractor 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 Contractors who, in the normal course of work under a current and valid contract with other State agencies, may need to discuss legitimate business matters concerning their work with the contracting agency.

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

2.1.11 OTHER RIGHTS RESERVED

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

- 1) Amend or cancel this RFP at any time prior to contract award,
- 2) Modify deadlines through amendments to this RFP,
- 3) Refuse to accept, or return accepted proposals that do not comply with procurement requirements,
- 4) Reject the proposal of any Contractor in default of any prior contract or for misrepresentation of material presented,
- 5) Reject any proposer's response that is received after the deadline,
- 6) Reject any proposal which is incomplete or in which there are significant inconsistencies or inaccuracies,
- 7) Accept or reject any or all proposals submitted for consideration in whole or in part; and to waive technical defects, irregularities, or omissions,
- 8) Allow no additions or changes to the original proposal after the due date specified herein, except as specifically requested and authorized by the State of Connecticut,
- 9) Require organizations, at their own expense, to submit written clarification of proposals in a manner or format that the State of Connecticut may require,
- 10) Require organizations, at their own expense, to make oral presentations at a time selected and in a place provided by the State of Connecticut. Invite Contractors, but not necessarily all, to make an oral presentation to assist the State of Connecticut in their determination of award. The State of Connecticut further reserves the right to limit the number of Contractors 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 Contractors who submit proposals,
- 13) Consider cost and all factors in determining the most advantageous proposal for the State of Connecticut, and
- 14) Contract for all or any portion of the scope of work or tasks within this RFP.

2.1.12 REMEDIES

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

State of Connecticut, Department of Administrative Services

Request for Proposals - Next Generation 9-1-1 Emergency Telecommunications System

- 1) Corrective action plans to be developed and implemented by the Contractor, subject to State of Connecticut approval.
- 2) Accelerated monitoring of Contractor performance by the State of Connecticut or its designee, including access to Contractor facilities, records, and personnel.
- 3) Additional or ad hoc reporting by the Contractor, at no cost to the State of Connecticut, to address performance issues.
- 4) Pass-through of a proportional share of federal disallowances and sanctions/penalties imposed on the State and resulting from the Contractor's performance or non-performance under the system services agreement.

2.1.13 SYSTEM NON-ACCEPTANCE

Failure of the System to be accepted by the State of Connecticut as proposed by the Contractor may result in the forfeiture of the Holdback by the Contractor to the State, as specified below, or other remedies or measures permitted by contract or by law.

2.1.14 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.

2.1.15 PROPOSAL EXPENSES

The State of Connecticut assumes no liability for payment of any costs or expenses incurred by any Contractor in responding to this RFP.

2.1.16 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.

2.1.17 ORAL AGREEMENT OR ARRANGEMENTS

Any alleged oral agreements or arrangements made by Contractors with any State agency or employee will be disregarded in any State proposal evaluation or associated award.

2.1.18 HOLDBACK REQUIREMENTS

Payments for deliverables accepted by DAS/DESPP shall be subject to a thirteen percent (13%) holdback. The State of Connecticut shall hold the thirteen-percent (13%) until the State of Connecticut has accepted the deliverable and thereafter, releasing one-half the holdback. Once the warranty period has expired, in accordance with the provisions of *Attachment 4 – Information Processing Systems Agreement*, the State of Connecticut will release the remaining holdback.

The successful Contractor will be required to complete milestones by due dates presented in the Contractor's response to the RFP requirements. If the Contractor fails to complete a milestone by the agreed upon due date, the State of Connecticut shall have the discretion to withhold any payment due until the Contractor has completed a subsequent milestone in accordance with its proposed due dates or the State of Connecticut has accepted the deliverable whichever occurs first.

2.1.19 CONTRACTOR PRESENTATION OF SUPPORTING EVIDENCE/SURETY

Contractors 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.

2.1.20 CONTRACTOR DEMONSTRATION OF PROPOSED PRODUCTS

Contractors 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.

2.1.21 CONTRACTOR MISREPRESENTATION OR DEFAULT

The State will reject the proposal of any Contractor and void any award resulting from this RFP to a Contractor who materially misrepresents any product and/or service or defaults on any State contract.

2.1.22 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.

2.1.23 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.

2.1.24 ERRONEOUS AWARDS

The State reserves the right to correct inaccurate awards, including canceling an award and contract, resulting from its clerical errors.

2.1.25 CORPORATE REPORTING

Upon request by the State of Connecticut and/or DAS, the Contractor 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.

2.1.26 PRIME CONTRACTOR

The State of Connecticut will only enter into a contract with a prime Contractor who will be required to assume full responsibility for the delivery/installation of the products, and/or services identified in this RFP, whether or not the equipment, products, and/or services are manufactured, produced, or provided by the prime Contractor.

In accordance with Conn. Gen. Stat. § 4d-32, the Contractor shall not award or execute a subcontract for work under the contract without having first obtained written approval of the Chief Information Officer (CIO) of the Bureau of Information Technology, DAS or its designee of the selection of the subcontractor, and of the provisions of the subcontract. The Contractor shall deliver a copy of each executed subcontract or amendment to the subcontract to the CIO who shall maintain the subcontract or amendment as a public record, as defined in Conn. Gen. Stat. § 1-200. The subcontract must contain the following provisions in order for the CIO to approve it:

1) **4d-31 - Subcontracts to include State Comptroller's Specifications**

The Subcontractor shall Perform in accordance with all specifications established by the State Comptroller to ensure that all policies, procedures, processes and control systems, including hardware, software and protocols, which are established or provided by the Contractor or Contractor Parties, shall be compatible with and support the State's core financial systems, including but not limited to, accounting, payroll, time and attendance, and retirement

**State of Connecticut, Department of Administrative Services
Request for Proposals - Next Generation 9-1-1 Emergency Telecommunications System**

systems.

2) 4d-40 - General Assembly access to State Agency Records Under Subcontracts

In accordance with Conn. Gen. Stat. § 4d-40, the subcontractor shall ensure that the Joint Committee on Legislative Management and each nonpartisan office of the General Assembly shall continue to have access to DOIT records that is not less than the access that said committee and such offices have on July 1, 1997.

3) 4d-44 - Continuity of Systems

The subcontractor acknowledges that the Systems and associated services are important to the function of State government, and that they must continue without interruption. Pursuant to Conn. Gen. Stat. §4d-44, if the work under the Agreement, any subcontract, or amendment to either, is transferred back to the State or to another subcontract at any time for any reason, then for a period of six (6) months, or for a mutually agreeable time from the date transfer was initiated, the subcontractor shall cooperate and comply fully with Conn. Gen. Stat. § 4d-44 as if the subcontractor were in fact the Contractor, and do and perform all acts and things that the State deems to be necessary or appropriate, at subcontractor's then-current labor rates for such services, to ensure continuity of state agency information system and telecommunication system facilities, equipment and services so that there is no disruption or interruption in Performance as required or permitted in the Agreement. The subcontractor shall make a full and complete disclosure of and delivery to the State or its representatives of all Records and "Public Records," as that term is defined in Conn. Gen. Stat. §4d-33, as it may be amended, in whatever form they exist or are stored and maintained and wherever located, directly or indirectly concerning the Agreement.

The subcontractor shall follow the following applicable and respective procedures in order to ensure the orderly transfer to the State of: (1) such facilities and equipment: Unless a shorter period is necessary or appropriate to ensure compliance with subsection (a) above, in which case that shorter period shall apply, the subcontractor shall deliver to the State, F.O.B. Hartford, Connecticut or other State location which the State identifies, all Systems related to or arising out of the Agreement, subcontract or amendment, no later than 10 days from the date subcontractor shall deliver the Systems to the State, during the State's business hours, in good working order and in appropriately protective packaging to ensure delivery without damage. Concurrent with this delivery, the subcontractor shall also deliver all Systems-related operation manuals and other documentation in whatever form they exist and a list of all Systems passwords and security codes; (2) all software created or modified pursuant to the Agreement, subcontract or amendment: all software, including all applicable licenses, purchased, created or modified pursuant to the Agreement, subcontract or amendment--Unless a shorter period is necessary or appropriate to ensure compliance with subsection (a) above, in which case that shorter period shall apply, the subcontractor shall deliver to the State, F.O.B. Hartford, Connecticut or other State location which the State identifies, all software, including all applicable licenses, purchased, created or modified pursuant to the Agreement, subcontract or amendment no later than 10 days from the date that the work under the Agreement is transferred back to the State or to another Contractor for any reason. The subcontractor shall deliver to the State, during the State's business hours, the software, including its source code, if applicable, in good working order, readily capable of being maintained and modified, and housed in appropriately protective packaging or hardware to ensure delivery without damage. Concurrent with this delivery, the subcontractor shall also deliver all related operation manuals and other documentation in whatever form they exist and a list of all applicable passwords and security codes. The subcontractor shall deliver record layouts, including field attributes, field descriptions, key field identification and any available documentation to support the Department with moving their data into a replacement application; and (3) all Public Records, as defined in Conn. Gen. Stat. §4d-33, which the subcontractor possess or create pursuant to the Agreement, subcontract or amendment-- Unless a shorter period is necessary or appropriate to ensure compliance with subsection (a) above, in which case that shorter period shall apply, the subcontractor shall deliver to the State, F.O.B. Hartford, Connecticut or other State location which the State identifies, all Records and Public Records created or modified pursuant to the Agreement, subcontract or amendment no later than the latter of (1) the time specified in the section in the Agreement concerning Termination for the return of Records and (2) 10 days from the date that the work under the Agreement is transferred back to the State or to another Contractor for any reason. The subcontractor shall deliver to the State those Records and Public Records that exist in electronic, magnetic or other intangible form in a non-proprietary format, such as, but not limited to, ASCII or .TXT. The subcontractor shall deliver to the State, during the State's business hours, those Records and Public Records and a list of all applicable passwords and security codes, all in appropriately protective packaging to ensure delivery without damage. Upon Termination of the Agreement for any reason, the subcontractor and Contractor shall provide the State a copy of any and all data provided, created, or in any way handled by the subcontractor and Contractor under the terms of the Agreement. In addition, upon Termination of the Agreement for any reason, any and all data provided to the Contractor and subcontractor that originated in any way from the State shall be expunged from any and all media not owned by the State. The expungement shall include all types of media, including but not limited

State of Connecticut, Department of Administrative Services

Request for Proposals - Next Generation 9-1-1 Emergency Telecommunications System

to, hard drives, removable media including backup media, and volatile and non-volatile memory of all types. Expungement is intended to mean removal in such a way as to make restoration or retrieval impossible. If the subcontractor employs former State employees, the subcontractor shall facilitate the exercising of any reemployment rights that such State employees may have with the State, including, but not limited to, affording them all reasonable opportunities during the workday to interview for State jobs.

4) 4a-60(h) - Non-discrimination

The following subsections are set forth here as required by section 4a-60 of the Connecticut General Statutes: (1) The subcontractor agrees and warrants that in the performance of the subcontract, such subcontractor 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, mental disability or physical disability, including, but not limited to, blindness, unless it is shown by such contractor that such disability prevents performance of the work involved, in any manner prohibited by the laws of the United States or of the state of Connecticut. The subcontractor 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, mental disability or physical disability, including, but not limited to, blindness, unless it is shown by such subcontractor that such disability prevents performance of the work involved; (2) the subcontractor agrees, in all solicitations or advertisements for employees placed by or on behalf of the contractor, to state that it is an "affirmative action-equal opportunity employer" in accordance with regulations adopted by the commission; (3) the subcontractor agrees to provide each labor union or representative of workers with which such subcontractor has a collective bargaining agreement or other contract or understanding and each Contractor with which such subcontractor has a contract or understanding, a notice to be provided by the commission advising the labor union or workers' representative of the subcontractor's commitments under this section, and to post copies of the notice in conspicuous places available to employees and applicants for employment; (4) the subcontractor agrees to comply with each provision of this section and sections 46a-68e and 46a-68f and with each regulation or relevant order issued by said commission pursuant to sections 46a-56, 46a-68e and 46a-68f; (5) the subcontractor agrees to provide the Commission on Human Rights and Opportunities with such information requested by the commission, and permit access to pertinent books, records and accounts, concerning the employment practices and procedures of the subcontractor as relate to the provisions of this section and section 46a-56. If the contract is a public works contract, the subcontract 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. "Minority business enterprise" means any small contractor or supplier of materials fifty-one per cent or more of the capital stock, if any, or assets of which is owned by a person or persons: (1) Who are active in the daily affairs of the enterprise, (2) who have the power to direct the management and policies of the enterprise and (3) who are members of a minority, as such term is defined in subsection (a) of section 32-9n; and "good faith" means that degree of diligence which a reasonable person would exercise in the performance of legal duties and obligations. "Good faith efforts" shall include, but not be limited to, those reasonable initial efforts necessary to comply with statutory or regulatory requirements and additional or substituted efforts when it is determined that such initial efforts will not be sufficient to comply with such requirements. Determination of the subcontractor's good faith efforts shall include but shall not be limited to the following factors: The subcontractor'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. The subcontractor shall develop and maintain adequate documentation, in a manner prescribed by the commission, of its good faith efforts.

The following subsections are set forth here as required by section 4a-60a of the Connecticut General Statutes: (1) The subcontract agrees and warrants that in the performance of the subcontract such subcontractor will not discriminate or permit discrimination against any person or group of persons on the grounds of sexual orientation, in any manner prohibited by the laws of the United States or of the state of Connecticut, and that employees are treated when employed without regard to their sexual orientation; (2) the subcontractor agrees to provide each labor union or representative of workers with which such subcontractor has a collective bargaining agreement or other contract or understanding and each Contractor with which such subcontract 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 subcontractor's commitments under this section, and to post copies of the notice in conspicuous places available to employees and applicants for employment; (3) the subcontractor agrees to comply with each provision of this section and with each regulation or relevant order issued by said commission pursuant to section 46a-56; and (4) the subcontractor agrees to provide

State of Connecticut, Department of Administrative Services

Request for Proposals - Next Generation 9-1-1 Emergency Telecommunications System

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 subcontractor which relate to the provisions of this section and section 46a-56.

For the purposes of this entire Non-Discrimination section, "contract" includes any extension or modification of the contract, "contractor" includes any successors or assigns of the contractor, "marital status" means being single, married as recognized by the state of Connecticut, widowed, separated or divorced, and "mental disability" means one or more mental disorders, as defined in the most recent edition of the American Psychiatric Association's "Diagnostic and Statistical Manual of Mental Disorders", or a record of or regarding a person as having one or more such disorders. For the purposes of this section, "contract" does not include a contract where each contractor is (1) a political subdivision of the state, including, but not limited to, a municipality, (2) a quasi-public agency, as defined in Conn. Gen. Stat. Section 1-120, (3) any other state, including but not limited to any federally recognized Indian tribal governments, as defined in Conn. Gen. Stat. Section 1-267, (4) the federal government, (5) a foreign government, or (6) an agency of a subdivision, agency, state or government described in the immediately preceding enumerated items (1), (2), (3), (4) or (5).

2.1.27 FREEDOM OF INFORMATION ACT

Due regard will be given for the protection of proprietary information contained in all proposals received; however, Contractors 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 Contractors 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 Contractor 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 Contractor 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 2.2.23 - Ownership of the System*.

Between the Contractor 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.

2.1.28 SECURITY CLEARANCE

A Contractor receiving an award from this RFP must understand that all employees, including subcontracted personnel, shall be subject to all applicable Federal, State of Connecticut, Department of Emergency Services and Public Protection, and Department of Administrative Services (DAS) security procedures.

2.1.29 AUTHORIZED TO WORK ON PROJECT

A Contractor 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

Contractor must agree that each individual proposed at any time to perform activities on the project will be subject to an individual certification of authorization to work on the project. Any individual on the proposed project team that is eligible to work in the United States under an H1B Visa must have sufficient time remaining on their Visa to ensure that such an individual is able to complete the requirements of this RFP before their Visa expires. For submitted personnel to be

State of Connecticut, Department of Administrative Services

Request for Proposals - Next Generation 9-1-1 Emergency Telecommunications System

eligible to actively participate in the project, they must be able to successfully pass a U.S. or Canadian background check, and must complete a State of Connecticut background check. All work must be completed in the United States or Canada.

2.1.30 KEY PERSONNEL

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

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

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

2.1.31 OWNERSHIP OF THE SYSTEM AND WORKFLOWS

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

The Contractor agrees not to copyright or disclose proprietary State of Connecticut processes and workflows. Generic processes and workflows discovered during the execution of this RFP project work may be incorporated into Contractor's products and services provided that written approval is obtained from DAS and the Department of Emergency Services and Public Protection.

2.1.32 ENCRYPTION OF CONFIDENTIAL DATA

Protection of Confidential Information

- a. Contractor and Contractor Parties, at their own expense, have a duty to and shall protect from a Confidential Information Breach any and all Confidential Information which they come to possess or control, wherever and however stored or maintained, in a commercially reasonable manner in accordance with current industry standards.

- b. Each Contractor or Contractor Party shall develop, implement and maintain a comprehensive data - security program for the protection of Confidential Information. The safeguards contained in such program shall be consistent with and comply with the safeguards for protection of Confidential Information, and information of a similar character, as set forth in all applicable federal and state law and written policy of the Department or State concerning the confidentiality of Confidential Information. Such data-security program shall include, but not be limited to, the following:
 - 1) A security policy for employees related to the storage, access and transportation of data containing Confidential Information;
 - 2) Reasonable restrictions on access to records containing Confidential Information, including access to any locked storage where such records are kept;
 - 3) A process for reviewing policies and security measures at least annually;

**State of Connecticut, Department of Administrative Services
Request for Proposals - Next Generation 9-1-1 Emergency Telecommunications System**

- 4) Creating secure access controls to Confidential Information, including but not limited to passwords; and
 - 5) Encrypting of Confidential Information that is stored on laptops, portable devices or being transmitted electronically.
- c. The Contractor and Contractor Parties shall notify the Department and the Connecticut Office of the Attorney General as soon as practical, but no later than twenty-four (24) hours, after they become aware of or suspect that any Confidential Information which Contractor or Contractor Parties have come to possess or control has been subject to a Confidential Information Breach. If a Confidential Information Breach has occurred, the Contractor shall, within three (3) business days after the notification, present a credit monitoring and protection plan to the Commissioner of Administrative Services, the Department and the Connecticut Office of the Attorney General, for review and approval. Such credit monitoring or protection plan shall be made available by the Contractor at its own cost and expense to all individuals affected by the Confidential Information Breach. Such credit monitoring or protection plan shall include, but is not limited to reimbursement for the cost of placing and lifting one (1) security freeze per credit file pursuant to Connecticut General Statutes § 36a-701a. Such credit monitoring or protection plans shall be approved by the State in accordance with this Section and shall cover a length of time commensurate with the circumstances of the Confidential Information Breach. The Contractors' costs and expenses for the credit monitoring and protection plan shall not be recoverable from the Department, any State of Connecticut entity or any affected individuals.
- d. The Contractor shall incorporate the requirements of this Section in all subcontracts requiring each Contractor Party to safeguard Confidential Information in the same manner as provided for in this Section.
- e. Nothing in this Section shall supersede in any manner Contractor's or Contractor Party's obligations pursuant to HIPAA or the provisions of this Contract concerning the obligations of the Contractor as a Business Associate of the Department.

2.1.33 RIGHTS TO AUDIT

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

2.1.34 WARRANTY

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

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

2.1.35 INDEPENDENT PRICE DETERMINATION

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

- ◆ The costs proposed have been arrived at independently, without consultation, communication, or agreement for the purpose of restricting competition as to any matter relating to such process with any other organization or with any competitor.
- ◆ Unless otherwise required by law, the costs quoted have not been knowingly disclosed by the Contractor on a prior basis directly or indirectly to any other organization or to any competitor.

**State of Connecticut, Department of Administrative Services
Request for Proposals - Next Generation 9-1-1 Emergency Telecommunications System**

- ◆ No attempt has been made or will be made by the Contractor to induce any other person or firm to submit or not to submit a proposal for the purpose of restricting competition.
- ◆ The Contractor did not participate in the RFP development process, had no knowledge of the specific contents of the RFP prior to its issuance, and that no employee of the State of Connecticut participated directly or indirectly in the Contractor's proposal preparation.

2.1.36 READINESS OF OFFERED PRODUCTS

The Contractor must warrant, represent and certify in the Transmittal Letter (Attachment 9) that all System products (software, hardware, operating system, etc.), as applicable, offered to the State in the proposal must be currently manufactured and available for general sales, lease, or licenses on the date the proposal is submitted. Any proprietary products must be identified as such.

2.1.37 INSPECTION OF WORK PERFORMED

The Contractor 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 Contractor, 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 Contractor 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 Contractor 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 Contractor shall also make this a requirement of any subcontractors whom the Contractor 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 Contractor 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 Contractor.

2.1.38 DATE/TIME COMPLIANCE

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

- ◆ accurately assess, present or process date/time data (including, but not limited to, management, manipulation, processing, comparing, sequencing and other use of date data, including single and multi-century formulae and leap years).
- ◆ properly exchange date/time data when used in combination with other information technology, provided that other information technology not covered by this Contract provides such data in ISO-8601 (2004) approved format;
- ◆ perform as a System, as so stipulated in the Contract, and the warranty shall apply to those items as a System.

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.

**State of Connecticut, Department of Administrative Services
Request for Proposals - Next Generation 9-1-1 Emergency Telecommunications System**

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.

2.1.39 CORPORATE GOVERNANCE

The Contractor must state in the Transmittal Letter (Attachment 9) 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.

3.0 TYPICAL ACTIVITIES CONDUCTED AFTER RFP ISSUANCE

3.1 CONTRACTOR COMMUNICATION

All communication must be in writing via email to Kris.Wohlgemuth@ct.gov

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
September 29, 2011	RFP Issued
October 14, 2011	Contractor Questions Due to State – 5:00 PM EDT
TBD	Response to Contractor Questions
November 10, 2011	Proposal Submissions Due – 2:00 PM EDT
TBD	State Review of Contractor, Business, Technical Proposals Conclude
TBD	State Review of Cost Proposals Conclude
TBD	Estimated Start of Contract Negotiations
TBD	Estimated Contractor Project Start Date

3.1.2 CONTRACTORS' CONFERENCE

A Contractors' Conference will not be held for RFP 11PSX0202

3.1.3 CONTRACTORS' QUESTIONS

The State intends to answer questions from any Contractor that is considering a response to this RFP. Questions received by the DAS IT Procurement Services up to the Contractor deadline of **October 14, 2011 at 5:00 PM EDT** will be answered. Address any inquires to Kris Wohlgemuth. Only written inquiries will be accepted via e-mail at kris.wohlgemuth@ct.gov. To properly process Contractor questions, Contractors shall ensure that the RFP number **11PSX0202** is on the subject line of the electronic mail message.

RFP # 11PSX0202 September 28, 2011

**State of Connecticut, Department of Administrative Services
Request for Proposals - Next Generation 9-1-1 Emergency Telecommunications System**

Questions shall be included as Microsoft Word or compatible format, as an attachment. Response to Contractor questions will be posted on the DAS Portal's website as soon after the question deadline as possible.

3.1.4 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. Contractors 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 Contractor compliance with the instructions and conditions set forth in this RFP and the attachments hereto. DAS, at its option, may seek Contractor 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.

3.1.5 LIVE DEMONSTRATIONS AND PROOF OF CONCEPTS TO STATE

The State usually requires Contractors to conduct demonstrations or POCs at a mutually agreed upon site and at no cost to the State. Should the demonstration or POC site be beyond the regional area of Hartford, Connecticut then the Contractor 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 Ethics Commission

Contractors must indicate agreement that the State will be permitted to videotape demonstrations or POCs

The State reserves the right to request that Contractors 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 Contractor from further consideration.

3.1.6 IMPLEMENT NECESSARY AGREEMENTS

The offered agreement, *Attachment 4 - Information Processing Systems Agreement*, shall be the agreement pertaining to this RFP. In that the State offered agreement is viewed as being most reasonable to the Contractor, the State will not accept any request by the Contractor to modify a specific provision unless there are compelling reasons for doing so, and that without the provision being modified the Contractor will not consider contract approval. In any such case, Contractor 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 how such recommended verbiage corrects the claimed deficiency and maintains fairness to both parties, as part of the proposal. **IT IS NOT ACCEPTABLE** to simply replace a State provision with a Contractor's "preferred" provision.

If for some reason DAS cannot reach consensus with the Contractor within a reasonable time, DAS shall offer the agreement to the next best proposal and so on until either the agreement is executed or the State decides to cancel the RFP and initiate a new process.

The State will notify Contractors who submit proposals as to any award issued by the State as a result of this RFP.

4.0 PROPOSAL REQUIREMENTS

4.1 PROPOSAL SUBMISSION

Contractor proposals in response to this RFP # 11PSX0202 MUST be received at:

Department of Administrative Services
IT Procurement Services
ATTN: Kris Wohlgemuth
165 Capital Ave, Room 161
Hartford, CT 06106

No later than **November 10, 2011 at 2:00 PM (EDT)** in order to be considered. Postmark dates will not be considered as the basis for meeting any submission deadline. Therefore, any Contractor 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. All proposals must be date/time stamped by procurement personnel.**

The submittal of proposals shall constitute, without any further act required of the Contractors of the State, acceptance of the requirements, administrative stipulations and all of the terms and conditions of the RFP and all its attachments.

5.0 CONTRACTOR'S RESPONSE - TABLE OF CONTENTS

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

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

Section I – Contractor, Business, and Technical Proposal	
I.A.1	Completed and Executed Mandatory Forms and Documents
I.A.1.1	Transmittal Letter
I.A.1.2	Mandatory Contractor Questionnaire
I.A.1.3	Contractor Validation and Authentication Statement
I.A.1.4	CHRO Form
I.A.1.5	Contractor Certifications
I.A.2	Executive Summary
I.A.3	Company Overview
I.A.4	Summary of Qualifications
I.A.4.1	Related Products and Services
I.A.5.	Financial Overview
I.A.5.1.1	Financial Status
I.A.5.1.2	Copy of Annual Statement (Public Companies Only)
I.A.6	Contractor Customer References
I.B.1	Overview of the Proposed Solution
I.C.1	Architecture Overview

**State of Connecticut, Department of Administrative Services
Request for Proposals - Next Generation 9-1-1 Emergency Telecommunications System
Table of contents for Project Management, Planning and Staffing Proposal:**

Section II – Project Management, Planning and Staffing Proposal

- II.1 Executive Summary
- II.2 Meeting the Requirements for Project Management, Planning and Staffing
 - II.2.1 Satisfying Milestone Driven Work Plans
 - II.2.2 Project Planning using MS Project 2003 (or higher) – Schedule, Task & Resources
- II.3 System Development Methodology (SDM); phase-based deliverables
 - II.3.1 Design Phase
 - II.3.2 Construction Phase
 - II.3.3 Testing Phase
 - II.3.4 Implementation Phase
 - II.3.5 Post Implementation Phase
- II.4 Biographical Summaries
- II.5 Team Resumes

Table of contents for Financial Proposal:

Section III – Financial Proposal

- III.1 Executive Summary
- III.2 RFP Attachment 02 - Contractor Proposal Cost Worksheets

6.0 GENERAL FORMAT REQUIREMENTS

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

6.1 BINDING THE PROPOSAL

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

Each hardcopy binder cover slip must include the responding Contractor’s name, address and the RFP# 11PSX0202 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 Contractor’s name.

6.2 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 should be presented using the following formatting guidelines:

1. Text should be on 8 ½” x 11” paper in the “portrait” orientation, except where a supplied template is in “landscape” orientation,
2. Text should be single spaced,
3. The State prefers a Sans 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 should be a minimum of one and one half inches (1 ½”), all other margins should be one inch (1”),

7.0 SECTION I – CONTRACTOR, BUSINESS, AND TECHNICAL PROPOSAL

All proposals in response to this RFP must specify the Contractor's unequivocal acceptance of all the requirements of this RFP and must reflect written compliance to all its requirements. (See Attachment 9)

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

7.1 USE OF SUBCONTRACTORS

Service Provider Identity and Subcontracting

The Contractor shall identify the service organization to be used for both routine and emergency maintenance. Subcontracted service is acceptable, provided that:

- 1) the subcontractor is certified and trained by the equipment manufacturer to perform service on the provided equipment,
- 2) the Contractor remains the single point of contact for entry into the service system, and
- 3) The subcontractor meets all other requirements of this section.

7.1.1 COMPLETED AND EXECUTED MANDATORY FORMS AND DOCUMENTS (I.A.1)

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

7.1.2 TRANSMITTAL LETTER (I.A.1.1)

Proposals must include a Transmittal Letter addressed to DAS, which must be in the form of a standard business letter, signed by an individual authorized to legally bind the Contractor. (See Attachment 9)

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 Contractor's full acceptance of all such requirements.

The Contractor may use *RFP Attachment 9 - Contractor Transmittal Letter* as a template for this letter.

7.1.3 MANDATORY CONTRACTOR QUESTIONNAIRE (I.A.1.2)

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

7.1.4 CONTRACTOR VALIDATION AND AUTHENTICATION STATEMENT (I.A.1.3)

Include completed *RFP Attachment 03 - Contractor Validation and Authentication Statement*.

7.1.5 CHRO FORM (I.A.1.4)

Include completed *RFP Attachment 06 - CHRO*

**State of Connecticut, Department of Administrative Services
Request for Proposals - Next Generation 9-1-1 Emergency Telecommunications System**

7.1.6 CONTRACTOR CERTIFICATIONS (I.A.1.5)

Include completed *RFP Attachment 7 - Contractor Certifications*.

7.1.7 EXECUTIVE SUMMARY (I.A.2)

This RFP expects that an Executive Summary will be part of each of the three Sections. This is to permit a Contractor 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 Contractor's proposal in such a way as to demonstrate a broad understanding of the RFP requirements. The Contractor must summarize their understanding of the objectives of the RFP, the intended results of the Project, the scope of work and any issues which the Contractor believes needs to be addressed in this Project. The Executive Summary shall not mention the dollar amount proposed for the project.

7.1.8 COMPANY OVERVIEW (I.A.3)

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

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

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

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

**State of Connecticut, Department of Administrative Services
Request for Proposals - Next Generation 9-1-1 Emergency Telecommunications System**

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...

7.1.9 SUMMARY OF QUALIFICATIONS (I.A.4)

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

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

7.1.10 RELATED PRODUCTS AND SERVICES (I.A.4.1)

Contractors must list the most recent examples of the requested products or service being implemented. If this is an application installation, examples of systems in production are encouraged. A maximum of five (5) examples may be provided. Details of other relevant information technology experience, which would be valuable in the completion of this project, may be provided. If applicable, provide relevant experience and qualifications for all proposed subcontractors.

**State of Connecticut, Department of Administrative Services
Request for Proposals - Next Generation 9-1-1 Emergency Telecommunications System**

7.1.11 FINANCIAL OVERVIEW (I.A.5.)

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

7.1.12 FINANCIAL STATUS (I.A.5.1.1)

Sales in dollars for the three most recent years must be given, along with a financial statement (e.g. Profit & Loss) for the last fiscal year. Contractors 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. If information is confidential please place in enveloped marked "confidential" and note where it can found in the table of contents.

7.1.13 COPY OF ANNUAL STATEMENT - PUBLIC COMPANIES ONLY (I.A.5.1.2)

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

7.1.14 CONTRACTOR CUSTOMER REFERENCES (I.A.6)

Contractors must provide three (3) Client references with products or services comparable to that being proposed for the State of Connecticut. Reference information must include:

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

7.1.15 OVERVIEW OF THE PROPOSED SOLUTION (I.B.1)

Contractors are asked to briefly summarize the proposed solution including how they intend on satisfying the business and technical requirements. 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 Contractor believes this will meet the objective of this RFP and the requirements found therein.

7.1.16 ARCHITECTURE OVERVIEW (I.C.1)

Contractor must present a detailed architecture design for the proposed application along with a text description and annotated diagram (or diagrams). Any descriptions and diagrams must clearly identify middleware products, interfaces, message formats and component function. Each description/diagram should be accompanied by a narrative indicating where the proposal meets the State of CT technical guidelines and where exceptions will occur. Refer to **Attachment 10 Platform on which the Application Must Run** for a detailed description of what to include in the product architecture diagrams.

If application hosting is not being proposed the implemented solution must comply with the State of Connecticut's Enterprise Architecture, Technology Architecture principles, best practices and standards. Please refer to <http://www.ct.gov/doi/cwp/view.asp?a=1245&q=462024> for additional information.

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

**State of Connecticut, Department of Administrative Services
Request for Proposals - Next Generation 9-1-1 Emergency Telecommunications System**

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

- ◆ Provide separate Product Version and Architecture sections for each.
- ◆ Identify where appropriate that multiple architectural solutions exist.
- ◆ Provide clear and separate statements in any proposal sections or sub-sections where there are differences between product versions.
- ◆ Provide separate cost schedules and total cost if different in Cost Proposal.
- ◆ Identify which is the Contractor's preferred solution and why.

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

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

8.0 SECTION II PROJECT MANAGEMENT, PLANNING AND STAFFING PROPOSAL

8.1 EXECUTIVE SUMMARY (II.1)

This RFP expects that an Executive Summary will be part of each of the three Sections. This is to permit a Contractor 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 Contractor's proposal in such a way as to demonstrate a broad understanding of the RFP requirements. The Contractor must summarize their understanding of the objectives of the RFP, the intended results of the Project, the scope of work and any issues which the Contractor believes needs to be addressed in this Project. The Executive Summary shall not mention the dollar amount proposed for the project.

8.2 MEETING THE REQUIREMENTS FOR PROJECT MANAGEMENT, PLANNING AND STAFFING (II.2)

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

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

Considering the Contractor's current products and services, how is configuration and change managed for each product deployed at a customer site? Describe your change request process. Describe how you integrate or accommodate customer change request processes. How do you document change? Explain and provide examples of an Impact Assessment for a change request. Explain how you execute a change request and track changes to a product or configuration, including typical timelines for implementation. Are the configuration and change management procedures documented by Contractor? To what extent are changes you make for one customer made available to all customers?

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

Provide a statement of acknowledgement that design, construction, testing, implementation, and post implementation/maintenance will use System Development Methodology best practices, including but not limited to: detailed project planning with clearly defined tasks, resources, and timelines, go/no go decision points at key phases of the project, a formal communication plan, risk management and a formal change management process with concomitant updates to the requirements traceability matrix.

8.3 MILESTONE DRIVEN WORK PLANS (II.2.1)

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

The project plan should include, but not be limited to, Gantt charts showing the time lines, recommended tasks, task dependencies, deliverables, risks, milestones, and resource allocations. It should address what resources will be assigned what major milestones and how these milestones will be completed. Discuss all the elements necessary to satisfy SDM requirements. This project schedule should be sufficiently detailed to provide start and end target dates for each phase of the project. DAS requires that the project plan document be submitted as a Microsoft Project file. (Attachment 12)

Proposal should address resources provided as well as responsibilities/duties for each resource. Attach organization’s job class descriptions for the members of the project team.

Proposal should identify the following project resources:

- ◆ Roles – what project roles, quantity of staff, and duration are needed?
- ◆ Resources – what resources (e.g. equipment, State of Connecticut staff, software for project delivery) are needed, when, and how many? Consider what equipment will be necessary for meetings, demos, training, and testing. What resources is Contractor providing?
- ◆ Access/Space – what type of access to staff and space be needed? Consider if on-site space is needed to interact with teams. If so, what kind of space (e.g. 2 cubicles or conference room space at DPS.)

It is acceptable to attach multiple organization charts, particularly if Contractor team composition will be different during project intervals (e.g. design, construction, testing)

8.4 SYSTEM DEVELOPMENT METHODOLOGY (SDM) PRACTICES (II.3)

Only project and software management practices and principles that comply with or meet the intent of established State of Connecticut System Development Methodology, Attachment 11, will be acceptable.

If your organization has its own System Development Methodology:

- Describe your established SDM practices. Are these practices utilized by your organization documented in Standard Operating Procedures, Practice Manuals, and/or project/software management reference guides? Please elaborate.
- Briefly explain SDM, describing the phases, milestones, deliverables, etc and its ability to align with State of Connecticut SDM phases: Business Issue, Business Requirements, Design, Construct, Test, Implement, and Post Implementation/Maintenance. Can your SDM methodology support differing roll-out strategies such as “Waterfall”, “Iterative”, or “Hybrid” oriented?
- Can the organization demonstrate that they have “working hands-on” experience with this SDM? Do all projects use this SDM? Did the projects provided as references in Section 3.6 use this SDM?

8.5 DESIGN PHASE (II.3.1)

If applicable, describe your methodology and tools for assessing a gap analysis and producing general and detailed design specification documents from validated and approved requirements. Describe factors assessed in development of test strategies and plans.

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

**State of Connecticut, Department of Administrative Services
Request for Proposals - Next Generation 9-1-1 Emergency Telecommunications System**

If applicable, describe your methodology for migrating legacy data into a new environment and testing the accuracy of the migrated data.

8.6 CONSTRUCTION PHASE (II.3.2)

If applicable, describe your methodology and tools for constructing the application in the hosting environment. Describe your familiarity with code and unit testing, test cases, creating back out and recovery plans, and planning for production support and user training.

8.7 TESTING PHASE (II.3.3)

If applicable, describe your methodology for Integration Testing, System Testing, User Acceptance Testing, Performance Testing, and Recovery testing. Describe your experience with these types of testing. Describe any standard tools you use in the course of product testing. Provide a sample of any documents you use to capture test results and the results that should be obtained for the application to be considered to be operating within normal parameters. Can the organization demonstrate that they have "working hands-on" experience with this test methodology? Which of the projects referenced in Section 3.6 used this test methodology? Describe the test error reporting summaries provided to the State.

8.8 IMPLEMENTATION PHASE (II.3.4)

If applicable, describe your methodology of establishing the production environment, assessing the need for production parallel testing, executing a pilot deployment, executing the general deployment, and executing back out and recovery plans established in the construction phase.

8.9 POST IMPLEMENTATION PHASE (II.3.5)

Contractor must document lessons learned, publish a project summary, and archive project and, if applicable, system documentation.

8.10 TEAM RESUMES (II.5)

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

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

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

9.0 SECTION III – FINANCIAL PROPOSAL

Contractors must show all costs to the State of Connecticut for their proposed solution. For this RFP, the proposal shall be fixed price. If the Contractor has determined a fixed price by estimating time and materials, the Contractor will have the opportunity to detail these calculations and assumptions in the Cost Worksheets. They must also agree that any costs not included in this proposal, for software or service or equipment or any other product or resource necessary to implement a Contractor's proposal solution, which was "forgotten" or not included with the proposal submission will be the responsibility of the Contractor. The State of Connecticut reserves the right to infer or consider costs, which in the State's opinion, have not been included in the Contractor's proposal that may contribute to the State's total cost of ownership.

It is required that this information be presented in accordance with *Attachment 4* of this RFP:
RFP # 11PSX0202 September 28, 2011

**State of Connecticut, Department of Administrative Services
Request for Proposals - Next Generation 9-1-1 Emergency Telecommunications System**

- ◆ 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 installation charges must be included by product as appropriate.
- ◆ Indicate that the proposal is valid for at least one (1) year and prices will be effective for at least one (1) year from date of contract. A responding Contractor further agrees that any across the board price decreases announced by the Contractor for any products offered under the proposal will be passed on to the State of Connecticut.
- ◆ Cost Proposals must rely on the worksheets found in *Attachment 2*. The pricing worksheets provide the format for presenting item-by-item pricing for hardware, software, conversion, maintenance, etc. Contractors must offer a firm fixed price and a fixed hourly rate for all time and materials for related services when appropriate.
- ◆ Pricing worksheets must be provided for any proposed system alternative(s). Contractors must include all necessary software, and maintenance to implement fully functional systems in the cost proposal. Submit a separate *Attachment 2* for each cost proposal alternative and specify that more than one alternative is available in the Financial Executive Summary.
- ◆ All License fees for application and support licenses must clearly indicate the license type(s) i.e. Lump-sum, Perpetual or Periodic Payment License.
- ◆ All Maintenance and Support fees must clearly indicate when such fees are payable including the commencement and timing following any initial maintenance and support provided under the initial purchase.
- ◆ Contractor must fully disclose and explain any fees, charges, costs that are dependent upon other factors including but not limited to hardware, software, management, staff, training, etc.

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

9.1 EXECUTIVE SUMMARY (III.1)

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

- ◆ Include any assumptions, qualifications, or explanations that will provide additional clarifications for understanding the cost proposal.
- ◆ Describe any price protection applicable to product service/maintenance payments during the periods cited in the above system cost worksheets.
- ◆ Specify the basis and extent of any applicable product discounts (e.g., government, educational, multiple system installations) that may be available to the State but are not already reflected in your system cost worksheets. If your cost offerings already reflect any discounts, specify the type and percent of the discount(s) reflected. The State reserves the right to make additions or reductions in awards as a result of this RFP. Indicate your agreement to maintain the same discount rate as proposed.
- ◆ State the supply costs or specialty equipment required. Please provide source, reusability, and unit cost of any supplies needed for use by any proposed product. Please refer to *Appendix 3* for the worksheet for any such costs.

9.2 RFP ATTACHMENT 02 - CONTRACTOR PROPOSAL COST WORKSHEETS (III.2)

The *RFP Attachment 2, Contractor Proposal Cost Worksheets* will be placed into this section of the financial proposal. The worksheet should be filled out completely per the instructions within the attachment. An incomplete or partially filled in worksheet may disqualify or negatively affect a proposal. There are provisions within the cost worksheets to allow a

State of Connecticut, Department of Administrative Services
Request for Proposals - Next Generation 9-1-1 Emergency Telecommunications System

Contractor to explain or qualify any category price. The RFP *Attachment 9 - Evaluation and Selection Criteria* document explains the RFP scoring process. Only qualified Contractor, business, and technical proposals will have their cost proposals opened and examined.

10.0 ARCHITECTURE OF PROPOSED PRODUCTS

Enterprise Architecture's Technology Architecture – Technical Guidelines

Contractors are required to comply with the State Enterprise Architecture, Technology Architecture principles, best practices and standards. These standards are available at <http://www.ct.gov/doit/cwp/view.asp?a=1245&q=462024> . If a Contractor can supply more than one unique product type, version or level of their software that meets or exceeds the requirements in this RFP, Contractor 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 Contractor 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 Contractor's preferred solution and why.

10.1 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 Contractors 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.

10.2 PRODUCT ARCHITECTURE

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

1. Server descriptions—general functions and operational software components deployed (e.g., IIS, FTP, other services activated).
2. Network—servers and the zones (user, DMZ, server zone, database zone at minimum) in which the servers are hosted, firewalls, network protocols, port requirements (specific port, range, configuration capability). This description should include both internal (agency, DAS, 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, DAS, 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.

The State is 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 State Enterprise Architecture, Technology Architecture principles, best practices and standards. <http://www.ct.gov/doitservices/cwp/view.asp?a=3941&q=463754>

11.0 ARCHITECTURE GUIDELINES FOR WEB BASED APPLICATIONS

(IF APPLICABLE TO THIS RFP)

11.1 PURPOSE

Web Development Guidelines are intended to inform prospective proposers of the State Enterprise Architecture, Technology Architecture principles, best practices and standards that support our web-based computing environments – intranet, extranet, and Internet. <http://www.ct.gov/doitservices/cwp/view.asp?a=3941&q=463754>

11.2 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 Contractors develop according to the State of Connecticut's Enterprise Architecture, Technology Architecture, principles, best practices and standards. Compliance with these principles, best practices and 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 principles, best practices and standards is to enhance an agency's ability to shorten development time, ensure security and reliability, and extend application longevity.

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

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

11.3 REQUEST FOR WAIVER

Deviation from these guidelines requires prior approval by DAS.

11.4 REQUIREMENTS

Web applications shall be designed with the presentation (user work stations are not considered a tier), 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, (user work stations are not considered a tier), business or application logic, and data base (or data storage).

11.4.1 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>.

11.4.2 HOSTING

Both the logical and physical separation of the presentation, application and database layers is crucial to the State's hosting strategy. During the Design Phase, the Technical Review Board (TRB) will conduct a general design review and detailed design review of each application. Projects may not proceed to the Construction Phase of the project without TRB approval of the general and detailed design. This evaluation, among other reviews, will determine the appropriate location and security zone for hosting each of the presentation, application and database layers/servers.

11.4.3 SUPPORT

State of Connecticut, Department of Administrative Services

Request for Proposals - Next Generation 9-1-1 Emergency Telecommunications System

System Development Methodology, Construction Phase, requires that a plan for ongoing application and support. Contractors are expected to work with the State/DESPP in creating the Plan for production support. The plan shall include a solution overview, application support requirements, network support requirements, system availability requirements, support roles, problem workflow and escalation. A Production Support Checklist shall be created. Information regarding the appropriate technical skill sets and approximate quantity of support is 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.

11.4.4 Security

1. 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.

2. Presentation Layer Input Validation

Safeguards must be included in all applications to protect the State's data and technical resources. Presentation layer coding must include (at a minimum) specified user input validation checks to guard against unauthorized access. See the Open Web Application Security Project (OWASP) http://www.owasp.org/index.php/OWASP_Top_Ten_Project#Top_Ten_Overview for presentation layer input validation guidelines.

3. Web Authentication

The State's direction is to allow users to input the same username and password to access different services. This strengthens the State's goal of providing a common look and feel environment in which users perceive they are interacting with State government as a whole, as opposed to many agencies and departments individually. The State has adopted a single sign-on solution utilizing Novell E-Directory, ID Mgr, Access Mgr services. The use of a secondary or alternate sign-on process is not allowed. All agency-specific secondary sign on processes are in addition to, not in lieu of, the above mentioned authentication products. Multiple factor authentication is also allowed as a complement to the single sign-on solution the use of Active Directory for authentication is limited to Exchange, legacy support and file and print scenarios. Agencies should have a complete and uniform vetting process for employee identifications, role establishment and association. A formal set of more complete guidelines has been developed and is available.

4. Security Review.

The State reserves the right to test all applications from a security perspective and require that any vulnerability identified by such testing be subject to remediation. Testing will occur prior to implementation and may occur post implementation (possibly on a recurring basis).

11.4.5 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. This is described in Section 1.2.

11.4.6 SOURCE CODE

The State retains the right to review application source code prior to implementation and while in production status.

11.4.7 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

State of Connecticut, Department of Administrative Services

Request for Proposals - Next Generation 9-1-1 Emergency Telecommunications System

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.

11.4.8 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.

12.0 CONCEPTUAL ARCHITECTURE PRINCIPLES (IF APPLICABLE TO THIS RFP)

12.1 BUSINESS ORIENTED

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

12.2 TECHNOLOGY ORIENTED

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

12.3 BUSINESS CONTINUITY ORIENTED

- a) IT solutions will use industry-proven, mainstream technologies.
- b) Priority will be given to products adhering to industry standards and open architecture.
- c) 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.
- d) We must implement a statewide backbone network that provides a virtual, enterprise-wide local area network

State of Connecticut, Department of Administrative Services

Request for Proposals - Next Generation 9-1-1 Emergency Telecommunications System

- e) The underlying technology infrastructure and applications must be scalable in size, capacity, and functionality to meet changing business and technical requirements.

13.0 PROGRAMMING GUIDELINES - SECURITY VULNERABILITIES FOR WEB-BASED APPLICATIONS (IF APPLICABLE TO THIS RFP)

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.

ATTACHMENT 1 – MANDATORY CONTRACTOR QUESTIONNAIRE

In order to respond to this RFP and have your proposal included in the evaluation process, a Contractor 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. If "NO" please explain.

Contractor Name: _____

Contractor Address: _____

	Yes	No
1. Is your company, its 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. Will your company utilize the State's System Development Methodology or one that meets the intent of the State SDM?	_____	_____
6. Does your company have any Connecticut employees? If so how many?	_____	_____
7. Will this contract award create any Connecticut jobs? If so how many?	_____	_____

Person certifying the above information:

Name: _____

Signature: _____

Title: _____

ATTACHMENT 2 – CONTRACTOR PROPOSAL COST WORKSHEETS

TABLE OF CONTENTS

WORKSHEET INSTRUCTIONS.....	39
WORKSHEET 1 - SYSTEM SOFTWARE COSTS.....	40
WORKSHEET 2 – SYSTEM HARDWARE COST.....	49
WORKSHEET 3 - SYSTEM INSTALLATION COSTS.....	42
WORKSHEET 4 – SYSTEM MAINTENANCE COSTS.....	43
WORKSHEET 5 – TRAINING COSTS	45
WORKSHEET 6 – MISCELLANEOUS COSTS.....	45
WORKSHEET 7 – TOTAL COSTS.....	45

WORKSHEET INSTRUCTIONS

The following instructions apply to the Completion of these worksheets:

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

Example:

Line item \$250
Line item \$300
Line item \$200
Line item \$250

Unit Cost \$1,000

330 units = \$330,000

WORKSHEET 1 – SYSTEM SOFTWARE COST

Line #	RFP Cost Proposal Category - Software	Exact Cost	Additional Notes
100			
101			
102			
103			
104			
105			
106			
107			
108			
109			
110			
199	TOTAL		

WORKSHEET 2 – SYSTEM HARDWARE COSTS
(List each equipment item and quantity required separately)

Line #	RFP Cost Proposal Category - Hardware	Quantity	Exact Cost	Additional Notes
200				
201				
202				
203				
204				
205				
206				
207				
208				
209				
210				
211				
212				
299	TOTAL			

WORKSHEET 3 – SYSTEM INSTALLATION COST

Line #	RFP Cost Proposal Category - Maintenance	Exact Cost	Additional Notes
301			
302			
303			
304			
305			
306			
307			
308			
399	TOTAL		

WORKSHEET 4 – SYSTEM MAINTENANCE COST

Line #	RFP Cost Proposal Category - Maintenance	Exact Cost	Additional Notes
401	Maintenance Year 1		
402	Maintenance Year 2		
403	Maintenance Year 3		
404	Maintenance Year 4		
405	Maintenance Year 5		
406	Time and Materials (Hourly Rate)		
499	TOTAL		

WORKSHEET 5 – TRAINING COST

Line #	RFP Cost Proposal Category-Training	Exact Cost	Additional Notes
500	Just In Time Training		
501	Regional Training Offsite from PSAPs		
502	Train the Trainer		
503	Self Paced On Line or CD Based Training		
504			
505			
599	TOTAL		

WORKSHEET 6 – MISCELLANEOUS COSTS

Line #	RFP Cost Proposal Category-Other	Exact Cost	Additional Notes
600	Other Expenses (Please explain in detail)		
601			
602			
603			
604			
605			
699	TOTAL		

WORKSHEET 7 – TOTAL COSTS

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

Line #		Total Cost
199	WORKSHEET 1	
299	WORKSHEET 2	
399	WORKSHEET 3	
499	WORKSHEET 4	
599	WORKSHEET 5	
699	WORKSHEET 6	
799	GRAND TOTAL	

ATTACHMENT 3 - CONTRACTOR PROPOSAL VALIDATION AND AUTHENTICATION STATEMENT

Contractor 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:

- 1.0 Full and unconditional acceptance of all stipulated administrative requirements of this RFP, # 11PSX0202,
- 2.0 Complete and valid information as of the proposal due date,
- 3.0 Product and term offerings that are valid until such date as the State of Connecticut is specifically notified otherwise, but not less than one (1) year from the proposal due date; and prices that are valid for at least twelve (12) months from the proposal due date,
- 4.0 The Company shall comply with all State requirements regarding proposal contents and formats, and
- 5.0 The Company has read and understands the principles, standards and best practices of the State of Connecticut's Enterprise Architecture, Technology Architecture. As noted in Attachment 2, Contractors should summarize any non-Technology Architecture compliant proposals or approaches, a copy of which is to be attached to the Contractor'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 4 - INFORMATION PROCESSING SYSTEMS AGREEMENT

The State's preferred Information Processing Systems Agreement is included in this Attachment to this RFP. It represents a contract that the State believes is equitable to both the State and the selected contractor.

The State reserves the right to incorporate into this Agreement any and/or all terms and conditions that may be deemed to be fair or beneficial to the State. The State further will not waive, modify or entertain modifications to Sections 24-49 of this Attachment as currently written in this RFP.

If the contract negotiations cannot be successfully concluded, the State may, at its sole discretion, proceed to withdraw the offer and offer a contract to another competing firm, or follow any other course of action that it deems necessary or advisable to provide for the carrying out of its statutory responsibilities.

State of Connecticut, Department of Administrative Services
 Request for Proposals - Next Generation 9-1-1 Emergency Telecommunications System

SECTION	TITLE	PAGE
1.	TERM OF AGREEMENT	51
2.	DEFINITIONS	51
4.	PROJECT ADMINISTRATOR.....	55
5.	CHANGE ORDERS	55
6.	DELIVERY, INSTALLATION & DEINSTALLATION	55
7.	DELIVERABLE EVALUATION & ACCEPTANCE	56
8.	PAYMENTS & CREDITS.....	56
9.	SOFTWARE MAINTENANCE & SUPPORT	57
10.	SYSTEM RELIABILITY	58
11.	HARDWARE MAINTENANCE & SUPPORT.....	59
12.	SYSTEM WARRANTIES.....	59
13.	POST-WARRANTY MAINTENANCE	60
14.	OTHER WARRANTIES.....	61
15.	PATENT, COPYRIGHT, LICENSE & PROPRIETARY RIGHTS.....	61
16.	CONFIDENTIALITY; NONDISCLOSURE	62
17.	ENCRYPTION OF CONFIDENTIAL DATA.....	ERROR! BOOKMARK NOT DEFINED.
18.	RISK OF LOSS & INSURANCE.....	64
19.	DELIVERABLE ALTERATIONS	64
20.	FORCE MAJEURE.....	65
21.	SOURCE CODE ESCROW.....	65
23.	REMEDIES	65
24.	HOLDBACK REQUIREMENTS	67
25.	GENERAL PROVISIONS.....	67
26.	COMMUNICATIONS	68
27.	AUDIT REQUIREMENT FOR STATE GRANTS.....	69
28.	WHISTLEBLOWER PROVISION	69
29.	PUBLIC RECORDS PROVISION	69
30.	FORUM AND CHOICE OF LAW	69
31.	TERMINATION OF AGREEMENT	70
32.	STATE COMPTROLLER'S SPECIFICATIONS.....	71
33.	CIO SUBCONTRACT APPROVAL	71
34.	GENERAL ASSEMBLY ACCESS TO DOIT RECORDS	71
35.	CONTINUITY OF SYSTEMS	71
36.	RIGHTS TO PUBLIC RECORDS.....	72

**State of Connecticut, Department of Administrative Services
Request for Proposals - Next Generation 9-1-1 Emergency Telecommunications System**

37. PUBLIC RECORDS AND FOIA	73
38. DISCLOSURE OF PUBLIC RECORDS	73
39. PROFITING FROM PUBLIC RECORDS	73
40. CONTRACTOR’S OBLIGATION TO NOTIFY DAS CONCERNING PUBLIC RECORDS	73
41. TANGIBLE PERSONAL PROPERTY.....	73
42. INDEMNIFICATION AND HOLD HARMLESS	74
43. NON-WAIVER OF IMMUNITY	74
44. SUMMARY OF STATE ETHICS LAWS.....	75
45. CAMPAIGN CONTRIBUTION RESTRICTION	75
46. EXECUTIVE ORDERS	75
47. NONDISCRIMINATION PROVISIONS	75
48. OWNERSHIP OF DATA.....	77
49. HEALTH INSURANCE PORTABILITY AND ACCOUNTABILITY ACT (HIPAA).....	77
50. TERMS AND CONDITIONS.....	80
51. WORKERS' COMPENSATION	81
52. ENTIRETY OF AGREEMENT.....	81
SIGNATURE PAGE	91

**State of Connecticut, Department of Administrative Services
Request for Proposals - Next Generation 9-1-1 Emergency Telecommunications System**

This Information Processing Systems Agreement hereinafter referred to as the "Agreement" is made by and between the **STATE OF CONNECTICUT**, acting by its **Department of Administrative Services**, hereinafter referred to as the "State," located at **165 Capitol Ave., Hartford, CT 06106**, and _____ hereinafter referred to as the "Contractor," having its principal place of business at _____.

The terms and conditions of this Agreement are contained in the following sections:

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

1. TERM OF AGREEMENT

This Agreement shall become effective upon its approval as to form by the Office of the Attorney General of the State of Connecticut and shall continue for five years from date of approval with five one year extension options. The State may extend this Agreement in its sole discretion, prior to Termination in accordance with the provisions of Section 30. **TERMINATION OF AGREEMENT**, one or more times for a combined total period not to exceed three years beyond the original five year term.

2. DEFINITIONS

- a. "Acceptance Date" as used herein, shall mean completion of the Implementation Phase including signoff approval by the Project Administrator.
- b. "Call" as used herein, shall mean a request for emergency service from the public received by the PSAP as voice or text message.
- c. "Central Station Service" as used herein, shall mean is a system or group of systems maintained by others from which notifications of emergency conditions are received and retransmitted to PSAPs.
- d. "Claims" as used herein, shall mean all actions, suits, claims, demands, investigations, and proceedings of any kind, open, pending, or threatened, whether mature, un-matured, contingent, known or unknown, at law or in equity in any form
- e. "Composite Geo-coding" as used herein, shall mean a process that relies on multiple reference data, and in order of best quality attempt to match the source data in a cascading fashion. If no match is reached in the best quality reference data set, the geo-coder will turn to the next reference data set and attempt to perform the same function and repeat until a match is found which meets the business rules applied to the reference data.
- f. "Confidential Information" shall mean any information about a client, including but not limited to first name and last name, or first initial and last name, in combination with any one or more of the following related to such client: (a) Social Security Number; (b) driver's license number or State-issued identification card number; (c) date of birth; and (d) financial account number, or credit or debit card number, with or without any required security code, access code, personal identification number or password, that would permit access to a client's financial account. Without limiting the foregoing, Confidential Information shall also include any information that the Department classifies as "confidential" or "restricted." Confidential Information shall not include information that may be lawfully obtained from publicly available sources or from federal, state, or local government records which are lawfully made available to the general public.
- g. "Confidential Information Breach" shall mean, generally, an instance where an unauthorized person or entity accesses Confidential Information in any manner, including but not limited to the following occurrences: (1) any Confidential Information that is not encrypted or protected is misplaced, lost, stolen or in any way compromised; (2) one or more third parties have had access to or taken control or possession of any Confidential Information that is not encrypted or protected without prior written

State of Connecticut, Department of Administrative Services
Request for Proposals - Next Generation 9-1-1 Emergency Telecommunications System

authorization from the State; (3) the unauthorized acquisition of encrypted or protected Confidential Information together with the confidential process or key that is capable of compromising the integrity of the Confidential Information; or (4) if there is a substantial risk of identity theft or fraud to the client, the Contractor, the Department or State.

- h. "Connecticut System Development Methodology (SDM)" as used herein, shall mean the State of Connecticut's standard methodology for defining requirements, designing, constructing and implementing IT systems.
- i. "Contractor Parties" as used herein, shall mean a Contractor's members, directors, officers, shareholders, partners, managers, principal officers representatives, agents, consultants, employees or any one of them or any other person or entity with whom the Contractor is in privity of oral or written Agreement and the Contractor intends for such other person or entity to Perform under the Agreement in any capacity.
- j. "CPSSDN" means the Connecticut Public Safety Services Data Network, the fiber optic network which will be used to provide the connectivity for the System.
- k. "CPSSDN NOC" means the CPSSDN Network Operations Center, the entity which monitors the CPSSDN for performance issues, faults and failures.
- l. "Deliverable" as used herein, shall mean any product, whether software, hardware, documentation, license, information, or otherwise, or any service, whether development, integration, administrative, maintenance, consulting, training, data warehousing, operations, support, hosting, or otherwise, or any warranty, that is an element of the Contractor's overall approach and solution to the requirements of this Agreement, whether produced by the Contractor or by a third party as a supplier or subcontractor to the Contractor.
- m. "Department" as used herein, shall mean the Department of Emergency Services and Public Protection
- n. "Force Majeure" as used herein, shall mean events that materially affect the cost of the Goods or Services or the time schedule within which to perform and are outside the control of the party asserting that such an event has occurred, including but not limited to, labor troubles unrelated to Contractor, failure of or inadequate permanent power, unavoidable casualties, fire not caused by the Contractor, acts of terrorism, extraordinary weather conditions, disasters, riots, acts of God, insurrection of war.
- o. "Implementation Phase" as used herein, shall mean the sixth phase of Connecticut's System Development Methodology, in which the system or system modifications are installed and made operational in the production environment.
- p. "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 the Department and reported to the Contractor.
- q. "Licensed Software" as used herein, shall mean computer program (s) acquired from Contractor under an agreement where the Department 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.
- r. "Major Failure" as used herein, refers to any failure which:
 - 1. Prevents the delivery of any 9-1-1 calls to the correct designated PSAP, complete with location information
 - 2. Interferes with the transfer any received calls to any PSAP within the system, or from the system to the CPSSDN.
 - 3. Interferes with the ability to initiate calls from the system or any PSAP within the system to the PSTN.

State of Connecticut, Department of Administrative Services
Request for Proposals - Next Generation 9-1-1 Emergency Telecommunications System

4. Interferes with the ability to accept calls from or transfer calls to the legacy E911 system
 5. Interferes with the ability to accept calls from or transfer calls to any participating NG911 partners
 6. Interferes with the ability to record all calls within the system.
-
- s. “Minor Failure”, as used herein, means loss or impairment of any service and/or equipment of a lesser magnitude than any Major Failure.
 - t. “Performance” as used herein, shall mean the Contractor shall perform as set forth in Exhibit 1. For purposes of this Agreement to perform and the performance in Exhibit 1 is referred to as “Perform” and the “Performance.”
 - u. “Product Schedule” as used herein, which is attached to and made 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.
 - v. “Project Schedule” as used herein, which is attached to and made part of this Agreement, shall mean that document which itemizes phases, tasks, Deliverables and date of completion including where Department signoffs are to be taken.
 - w. “Project Implementation Summary” as used herein, which is attached to and made part of this Agreement, shall mean that document which sets forth the services and Deliverables that are available pursuant to this Agreement.
 - x. “PSAP” as used herein, shall mean public safety answering point which is a facility operated on a twenty-four hour basis, assigned the responsibility of receiving 9-1-1 calls, and as appropriate, directly dispatching emergency response services, or transferring or relaying emergency 9-1-1 calls to other public safety agencies.
 - y. “PSTN” means the Public Switched Telephone Network
 - z. “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.
 - aa. “Records” as used herein, shall mean all working papers and such other information and materials as may have been accumulated by the Contractor in performing the Agreement, including but not limited to, documents, data, plans, books, computations, drawings, Specifications, notes, reports, records, estimates, summaries and correspondence, kept or stored in any form.
 - bb. “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.
 - cc. “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.
 - dd. “System” as used herein, shall mean Contractor furnished or otherwise supplied software and documentation that collectively and in an integrated fashion fulfill the business and technical requirements of this Agreement.
 - ee. “Telecommunicator” shall mean means the public safety answering point personnel responsible for the processing of 9-1-1 calls.
 - ff. “VSAT” as used herein, shall mean very small aperture terminal which used for disaster or supplementary connectivity for the NG9-1-1 system
 - gg. “Warranty Period” as used herein, shall mean the twelve (12) months following acceptance by the Department of the System after successful completion of all System Acceptance Tests.

**State of Connecticut, Department of Administrative Services
Request for Proposals - Next Generation 9-1-1 Emergency Telecommunications System**

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.
- b. Any Purchase Order which has been accepted by the Contractor is subject to the terms of this Agreement and shall remain in effect until such time as the Purchase Order obligations are fulfilled or until Department acceptance of full Performance of all requirements contained therein, or extended or terminated sooner under the terms of this Agreement. Neither party will be bound by any additional terms different from those in the Agreement that may appear on a Purchase Order or other form document issued by either party.
- c. Contractor may supplement the Product Schedule at any time to make additional products, services and related terms available to the State, provided that the effective date of each supplement is stated thereon. Any supplement must be transmitted to the State with a cover letter documenting formal approval of the supplement by a Contractor representative then legally empowered to so act.
- d. Notwithstanding any other provision of this Agreement, no material change may be made to the list of Products on the Product Schedule that alters the nature or scope of the Products or their intended use. Any change in the Products listed in the Product Schedule is conditioned upon the new products being of a similar nature and having a similar use as the defined Products. An update of the Products or the addition of Products that are related to or serve similar functions as the Products is permissible only with the prior approval of the State. Upon State receipt of ninety (90) calendar days' prior written notice, Contractor may update the Deliverable price schedule pricing by amending the Product Schedule effective July 1 of any State of Connecticut fiscal year, provided: (1) the Product Schedule amendment is transmitted and approved in the same manner as described for supplements in Subsection 3.c., (2) no software license, or Deliverable maintenance or service rate is increased within the first year of any Deliverable acceptance, and (3) any such price increase shall not exceed the lesser of five percent (5%) or the consumer price index in any State of Connecticut fiscal year. In no case shall any such increase exceed Contractor's published prices then applicable to local governments and other States. State shall provide Contractor written acknowledgement, for Contractor's Records, of such received amendment.
- e. Deliverables ordered prior to the effective date of any Product Schedule pricing increase shall enjoy protection from rate increase during their initial terms.
- f. Contractor shall provide State with a discount on any Product Schedule pricing according to Contractor's discount policy in effect when a Purchase Order is placed or according to the discount shown on the Product Schedule, whichever is greater.
- g. The Department is authorized to use any Licensed Software to develop and/or enhance said Department's systems, only in the pursuit of its own business interests. Any such Licensed Software shall be non-exclusive and non-transferable.
- 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

**State of Connecticut, Department of Administrative Services
Request for Proposals - Next Generation 9-1-1 Emergency Telecommunications System**

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.

4. PROJECT ADMINISTRATOR

- a. The Department shall designate a Project Administrator, who may be replaced at the discretion of the Department. The Project Administrator shall have the authority to act for the Department under this Agreement, for any Deliverable(s) initially acquired/installed from the Contractor and such authority shall continue to be in effect throughout the term of this Agreement.
- b. Any additions to or reductions in the Deliverables and prices for work completed in the Performance of the Project Schedule 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 Schedule. Such changes shall not be unreasonably denied or delayed by Contractor. Such changes may include modifications or other changes specifically required by new or amended State and/or Federal laws and regulations.

Such changes may be related to functional requirements and processing procedures. Other changes may involve the correction of system deficiencies.

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 any change in the Project Implementation Schedule, until Contractor's receipt of a Purchase Order. 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

State of Connecticut, Department of Administrative Services

Request for Proposals - Next Generation 9-1-1 Emergency Telecommunications System

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. 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 next work day following receipt of written notification from the Contractor to the Department that the Deliverable is installed and ready to undergo evaluation and acceptance testing. For a Deliverable installed by Department, said period shall commence on the next work day following receipt of the Deliverable by Department.
- b. The evaluation and acceptance period will not conclude until all Deliverable items are functioning within specifications, all punch list items have been corrected and completed by the Contractor, and no major or minor failures have occurred in a continuous thirty day (30) day period.
- c. Should any Deliverable fail to be satisfactory due to Force Majeure, the evaluation and acceptance period then shall be immediately reinitiated or rescheduled at a later date upon mutual agreement between Contractor and Department.
- d. Successful completion of the Deliverable evaluation and acceptance period shall be determined by Department in accordance with the Project Schedule. The Department agrees to complete any required Contractor acceptance certificate.
- e. If the Department does not accept any Deliverable within sixty (60) days of installation, due to the Deliverable being unsatisfactory as specified in Subsection 6.a., the Department may then release the Deliverable to Contractor and be relieved of all financial obligations therefore.

8. PAYMENTS & CREDITS

- a. The Department shall pay any charges for Deliverables per the Project Schedule, promptly after receipt of the Contractor's properly documented invoice and acceptance of Deliverables by the Department. Charges for services shall apply starting with the relevant Acceptance Date; charges for associated services shall apply starting with the relevant dates specified in the Project Schedule.
- b. Payment of Contractor charges for any license term or license maintenance and support term shall entitle the Department to use the software license 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. No Deliverable assignment by Contractor shall relieve Contractor of any obligations under this Agreement without prior written Department consent in each such instance. Notwithstanding any such assignment, Contractor represents and warrants that the Deliverable shall be and remain 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.
- d. 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.
- e. It shall be the responsibility of the Department to pay any charges due hereunder within forty-five days after

**State of Connecticut, Department of Administrative Services
Request for Proposals - Next Generation 9-1-1 Emergency Telecommunications System**

acceptance of the Deliverable or services being rendered, as applicable, after having received the properly documented invoice.

f. 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.

g. Notwithstanding this Section 8., properly documented invoices for Deliverables shall be paid as follows:

- 1) The Department shall pay Contractor within forty-five (45) days after Department has accepted such Deliverables, and received Contractor's properly documented invoice, in accordance with the Project Implementation Schedule has been received
- 2) There shall be a thirteen percent (13%) holdback from the monies that are due for each Deliverable accepted by the Department.
- 3) Upon successful completion of the System evaluation and acceptance period, determined by the Department, Department shall pay Contractor one-half of the holdback monies.
- 4) Upon successful completion of the Warranty Period the remaining one-half of the holdback monies will be paid to the Contractor.

9. SOFTWARE MAINTENANCE & SUPPORT

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

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

b. Maintenance and support services shall be provided by the Contractor on an annual basis and shall automatically renew for successive twelve (12) month periods unless thirty (30) days' prior written notice of termination is provided to the Contractor by the Department before the end of the initial term or any renewal term of maintenance and support services. Telephone support services are to include no customization or training, but technical support issues only. Contractor shall maintain sufficient and

State of Connecticut, Department of Administrative Services

Request for Proposals - Next Generation 9-1-1 Emergency Telecommunications System

competent Deliverable support services staff to satisfy the Contractor obligations specified herein for any Deliverable.

- c. Contractor shall continually monitor the system for performance issues, faults and failures, utilizing their purpose-built and staffed network operations center (NOC) with live personnel providing diagnostic, reroute, trouble ticket issuance, service dispatch and help desk functionality 24 hours per day, 7 days per week. This NOC will be the single point of contact for the reporting of hardware and software System incidents specific to NG911, and will cooperate with the CPSSDN NOC provided by others. Live NOC personnel shall answer all telephone requests from either the CPSSDN NOC or the Department within 30 seconds, and shall immediately initiate investigation and remediation efforts as appropriate and approved. Contractor shall provide monthly reports to the Department which will include system performance statistics as well as records of performance issues, faults, failures and service activities engaged in by the Contractor to address such issues. Contractor shall have full and free access to any Deliverable to provide required services thereon.
- d. Contractor failure to meet the service requirements detailed in the Attachments, in the State's sole determination, 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 period of non-performance by Contractor. The State of Connecticut expects the Contractor to cooperate with the CPSSDN NOC, to use online tools which allow for online troubleshooting, desktop sharing, and remote control, as well as other remote tools in order to satisfy the performance requirement. Any change to client software or configuration is to be approved by the client representative at the time of support session. The Contractor will plan for appropriate travel time when scheduling onsite meetings with the client. Should inclement weather be forecast, the Contractor would advise the client as soon as the Contractor becomes aware that travel may be affected. Contractor employees will not be expected to travel in unsafe conditions, but will make other arrangements for support as soon as possible. For a perpetual license, the amount shall be 1/6 times the related annual maintenance and support charge, or two (2) times the related monthly maintenance and support charge, as the case may be, whether payable or not by a Department, for each succeeding period of non-performance by Contractor.
- 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.

10. SYSTEM RELIABILITY

- a. The system shall be engineered to maintain a grade of service so that no greater than one (1) busy call per five hundred (500) calls received during the average busy hour of the busiest four (4) consecutive weeks, of the preceding fifty-five (55) weeks, shall encounter a busy condition.
- b. 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.

State of Connecticut, Department of Administrative Services

Request for Proposals - Next Generation 9-1-1 Emergency Telecommunications System

- c. The required reliability percentage for the System during any calendar year is ninety-nine point nine-nine-nine percent (99.999%) uptime. No more than 5 minutes total of unscheduled downtime (e.g., any “Major Failure”) may occur across the State in any 12 month period.
- d. No more than 5 minutes total of scheduled downtime or Minor Failures may occur in any single PSAP in any 12-month period.
- e. A given instance of System downtime shall start after receipt of notification by the Contractor of a Major Failure or Minor Failure from the CPSSDN NOC, from a PSAP, from the Department, or from the Contractor's own monitoring system(s), and end with notification by the Contractor to the Department and any designee (e.g., the CPSSDN NOC) that such System status has been fully restored to the applicable agreed operational specifications and made ready for 9-1-1 as well as routine use.

11. HARDWARE MAINTENANCE & SUPPORT

- a. After acceptance of any hardware 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 hardware Deliverable shall be provided to the Department as follows:
- b. 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 10. SYSTEM RELIABILITY.
- c. Contractor shall have full and free access to any hardware Deliverable 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.
- d. Preventive maintenance shall be provided at a time mutually agreeable to Department and Contractor, costs of which are included in the Maintenance Agreement. Preventive maintenance shall conform to the hardware Deliverable manufacturer’s recommended schedules and procedures, and may be performed concurrently with remedial maintenance. The provision of preventative maintenance services shall not cause any loss of service to the System.

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 10. SYSTEM RELIABILITY.

- b. If the ongoing performance of Contractor maintenance and support of the System or if the System does not conform to Section 10. SYSTEM RELIABILITY, the Department shall give Contractor written notice of performance deficiencies. Contractor shall then have not more than a thirty (30) calendar day period to correct the applicable Deliverable deficiency and restore the functioning of the Deliverable to a level of operation that meets or exceeds the requirements of this Agreement. If during the Warranty Period such Deliverable or System performance, or service level, continues to fail to meet these specifications, then the Contractor shall be in material default of this Agreement.
- c. In addition to as may otherwise be provided in this Agreement, any material default by the Contractor during the Warranty Period, the State may, by written notice to Contractor signed by the Project Administrator, terminate this Agreement. In event of such termination, the Contractor shall reimburse Department of all monies paid by Department to Contractor under this Agreement.

**State of Connecticut, Department of Administrative Services
Request for Proposals - Next Generation 9-1-1 Emergency Telecommunications System**

13. POST-WARRANTY MAINTENANCE

The Contractor shall provide, in the response to this RFP, the price for post-warranty maintenance services out to five (5) years following the warranty period. The Contractor may be asked to provide maintenance service for the five (5) year period following System acceptance (exclusive of the included warranty coverage), and shall quote the cost for the initial maintenance period for this service in the RFP response. The Contractor shall also specify a guaranteed inflation cap, expressed in percentage of the maintenance agreement, and specify for which period this cap applies. The same repair and restoration response provided during the warranty period is anticipated to be required during the post-warranty period, subject to negotiation prior to contract award. The Contractor shall recommend any special tools and software, including those considered proprietary, required or necessary for maintaining any installed equipment. All sets of special tools shall include any hardware or software servicing aids not normally used in the day-to-day operations of a 9-1-1 system. Special tools shall include any utility software used to change equipment attributes. The Contractor shall provide any utility software specific to the Contractor's system that is not readily available from a third party.

The Contractor shall provide pricing for a "Time and Materials" option for system maintenance as an alternative to annual maintenance cost for fives after the warranty period.

The Contractor shall maintain a spare hardware inventory of one unit for every ten units in service.

14. 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

**State of Connecticut, Department of Administrative Services
Request for Proposals - Next Generation 9-1-1 Emergency Telecommunications System**

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.

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

- 1) Modify the Deliverable or substitute another equally suitable Deliverable (providing such alternative does not degrade the Department's Deliverable dependent performance capability)
- 2) Obtain for said Department the right to continued Deliverable use
- 3) If Deliverable use is prevented by injunction, take back the Deliverable and credit the Department for any charges unearned as a result of enjoined use as follows:

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

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

- (1) Periodic Payment License: Contractor shall promptly refund the Department the amount of the fees paid to the Contractor for the portion of the applicable term found to be infringing.
- (2) Lump-Sum Payment License: Contractor shall promptly refund the Department any Deliverable maintenance and support charges paid by the Department to the Contractor applicable to the infringement period plus a sum computed as follows:

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

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

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

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

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

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

16. 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

State of Connecticut, Department of Administrative Services

Request for Proposals - Next Generation 9-1-1 Emergency Telecommunications System

regarded as confidential information and all necessary steps shall be taken by the Contractor to safeguard the confidentiality of such material or information in conformance with federal and state statutes and regulations. The Contractor agrees that it is prohibited from releasing any and all information provided by the Department or providers or any information generated by the Contractor without the prior express written consent of the Department.

- b. The Department shall exercise at least the same degree of care to safeguard any Licensed Software Deliverable as the Department does its own property of a similar nature and shall take reasonable steps to assure that neither the Licensed Software Deliverable nor any part thereof received by Department under this Agreement shall be disclosed for other than its own business interests. Such prohibition on disclosures shall not apply to disclosures by the Department to its employees or its representatives, provided such disclosures are reasonably necessary to Department's use of the Deliverable, and provided further that Department shall take all reasonable steps to insure that the Deliverable is not disclosed by such parties in contravention of this Agreement.
- c. The Department shall use any Licensed Software Deliverable only in the pursuit of its own business interests. The State shall not sell, lease, license or otherwise transfer with or without consideration, any such Deliverable to any third party (other than those non-designated third parties that have need to know and agree to abide by the terms of this Section 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 14 shall survive the termination of this Agreement.

17. ENCRYPTION OF CONFIDENTIAL DATA

Protection of Confidential Information

- a. Contractor and Contractor Parties, at their own expense, have a duty to and shall protect from a Confidential Information Breach any and all Confidential Information which they come to possess or control, wherever and however stored or maintained, in a commercially reasonable manner in accordance with current industry standards.
- b. Each Contractor or Contractor Party shall develop, implement and maintain a comprehensive data - security program for the protection of Confidential Information. The safeguards contained in such program shall be consistent with and comply with the safeguards for protection of Confidential Information, and information of a similar character, as set forth in all applicable federal and state law and written policy of the Department or State concerning the confidentiality of Confidential Information. Such data-security program shall include, but not be limited to, the following:
 - 1) A security policy for employees related to the storage, access and transportation of data containing Confidential Information;

**State of Connecticut, Department of Administrative Services
Request for Proposals - Next Generation 9-1-1 Emergency Telecommunications System**

- 2) Reasonable restrictions on access to records containing Confidential Information, including access to any locked storage where such records are kept;
 - 3) A process for reviewing policies and security measures at least annually;
 - 4) Creating secure access controls to Confidential Information, including but not limited to passwords; and
 - 5) Encrypting of Confidential Information that is stored on laptops, portable devices or being transmitted electronically.
- c. The Contractor and Contractor Parties shall notify the Department and the Connecticut Office of the Attorney General as soon as practical, but no later than twenty-four (24) hours, after they become aware of or suspect that any Confidential Information which Contractor or Contractor Parties have come to possess or control has been subject to a Confidential Information Breach. If a Confidential Information Breach has occurred, the Contractor shall, within three (3) business days after the notification, present a credit monitoring and protection plan to the Commissioner of Administrative Services, the Department and the Connecticut Office of the Attorney General, for review and approval. Such credit monitoring or protection plan shall be made available by the Contractor at its own cost and expense to all individuals affected by the Confidential Information Breach. Such credit monitoring or protection plan shall include, but is not limited to reimbursement for the cost of placing and lifting one (1) security freeze per credit file pursuant to Connecticut General Statutes § 36a-701a. Such credit monitoring or protection plans shall be approved by the State in accordance with this Section and shall cover a length of time commensurate with the circumstances of the Confidential Information Breach. The Contractors' costs and expenses for the credit monitoring and protection plan shall not be recoverable from the Department, any State of Connecticut entity or any affected individuals.
- d. The Contractor shall incorporate the requirements of this Section in all subcontracts requiring each Contractor Party to safeguard Confidential Information in the same manner as provided for in this Section.
- e. Nothing in this Section shall supersede in any manner Contractor's or Contractor Party's obligations pursuant to HIPAA or the provisions of this Contract concerning the obligations of the Contractor as a Business Associate of the Department.

18. 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:

**State of Connecticut, Department of Administrative Services
Request for Proposals - Next Generation 9-1-1 Emergency Telecommunications System**

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.

19. 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 50. WORKERS' COMPENSATION.

20. 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

**State of Connecticut, Department of Administrative Services
Request for Proposals - Next Generation 9-1-1 Emergency Telecommunications System**

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.

21. FORCE MAJEURE

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

22. SOURCE CODE ESCROW

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

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

OR

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

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

c. In no event shall a Department use the source code, documentation and written instructions for purposes other than satisfying Department needs. Title to any source code released to the State in compliance with this Section 20. shall remain with Contractor and the State shall continue to treat the released materials as valuable and proprietary trade secret information of Contractor in accordance with the terms of this Agreement, which terms shall expressly survive the termination or expiration of this Agreement. The State agrees that any released source code shall be used solely for the business purposes of Department and shall not be disclosed to any third party pursuant to this Agreement.

23. REMEDIES

23.1 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

State of Connecticut, Department of Administrative Services
Request for Proposals - Next Generation 9-1-1 Emergency Telecommunications System

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

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 within ten (10) business days of receipt of written

**State of Connecticut, Department of Administrative Services
Request for Proposals - Next Generation 9-1-1 Emergency Telecommunications System**

notification of the imposition of a remedy by the Department.

24 HOLDBACK REQUIREMENTS

Payments for deliverables accepted by DAS/DESPP shall be subject to a thirteen-percent (13%) holdback. The State of Connecticut shall hold the thirteen-percent (13%) until the State of Connecticut has accepted the deliverable and thereafter, releasing one-half the holdback. Once the warranty period has expired, in accordance with the provisions of *Attachment 5 – Information Processing Systems Agreement*, the State of Connecticut will release the remaining holdback.

The successful Contractor will be required to complete milestones by due dates presented in the Contractor's response to the RFP requirements. If the Contractor fails to complete a milestone by the agreed upon due date, the State of Connecticut shall have the discretion to withhold any payment due until the Contractor has completed a subsequent milestone in accordance with its proposed due dates or the State of Connecticut has accepted the deliverable whichever occurs first.

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. The Department agrees not to remove or destroy any proprietary markings or proprietary legends placed upon or contained within any Deliverable.
- g. Except as may be otherwise provided for in this Agreement, the Department shall not assign, mortgage, alter, relocate or give up possession of any lease Deliverable or Licensed Software Deliverable without the prior written consent of Contractor.
- h. If the Department desires to obtain a version of the Licensed Software Deliverable that operates under an operating system not specified in the Specifications, 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

**State of Connecticut, Department of Administrative Services
Request for Proposals - Next Generation 9-1-1 Emergency Telecommunications System**

version to Contractor and continue to pay the applicable license fee and maintenance and support charge for the old version;

OR

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

OR

- 3) Department may retain and use both versions of the Deliverable, provided Department pays Contractor the applicable license fees and maintenance and support charges for both versions of the Deliverable.
- i. Contractor covenants and agrees that it will not, without prior written consent from the State, make any reference to the Department or the State in any of Contractor's advertising or news releases.
 - j. Any Deliverable developed under this Agreement shall be the sole property of the State and the State shall have sole proprietary rights thereto. Contractor acknowledges and agrees that any program, process, equipment, proprietary know-how or other proprietary information or technology (and all associated documentation) that is produced or is the result of Contractor's performance of any work under this Agreement shall be owned solely by the State upon creation and Contractor shall have no rights in such property and Contractor agrees to execute any and all documents or to take any actions which may be necessary to fully effectuate the terms and conditions of this Section.
 - k. Neither Department nor Contractor shall employ an employee of the other party to this agreement for a period of one year after separation of that employee from the payroll of the other party or from the termination or expiration of this contract, whichever is later.
 - l. The Department, DAS, the Connecticut Attorney General, or any of their duly authorized representatives, shall have access to any books, documents, papers and records of the Contractor, which are directly pertinent to the work to be performed under this contract, for the purpose of making audits, examinations, excerpts and transcriptions.
 - m. Time is of the essence: In consideration of the time limits for compliance with State law and Department procedures, time is of the essence on the performance of the Services under this Agreement.

26. 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 Administrative Services

Contracts & Purchasing Division

165 Capitol Ave.,

Hartford, CT 06106

Contractor: As stated in page one of this Agreement.

Details regarding Contractor invoices and all technical or day-to-day administrative matters pertaining to any Deliverable should be directed to:

Department: The individual specified in the applicable Purchase Order

Contractor: The individual designated by Contractor in their Proposal or as the Contractor may otherwise

**State of Connecticut, Department of Administrative Services
Request for Proposals - Next Generation 9-1-1 Emergency Telecommunications System**

designate in writing to the Department.

27. AUDIT REQUIREMENT FOR STATE GRANTS

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

28. WHISTLEBLOWER PROVISION

This Contract may be subject to the provisions of §4-61dd of the Connecticut General Statutes. In accordance with this statute, if an officer, employee or appointing authority of the Contractor takes or threatens to take any personnel action against any employee of the Contractor in retaliation for such employee's disclosure of information to any employee of the contracting state or quasi-public agency or the Auditors of Public Accounts or the Attorney General under the provisions of subsection (a) of such statute, the Contractor shall be liable for a civil penalty of not more than five thousand dollars for each offense, up to a maximum of twenty per cent of the value of this Contract. Each violation shall be a separate and distinct offense and in the case of a continuing violation, each calendar day's continuance of the violation shall be deemed to be a separate and distinct offense.

The State may request that the Attorney General bring a civil action in the Superior Court for the Judicial District of Hartford to seek imposition and recovery of such civil penalty.

In accordance with subsection (f) of such statute, each large state contractor, as defined in the statute, shall post a notice of the provisions of the statute relating to large state contractors in a conspicuous place which is readily available for viewing by the employees of the Contractor.

29. PUBLIC RECORDS PROVISION

The Contract may be subject to the provisions of section 1-218 of the Connecticut General Statutes. In accordance with this section, each contract in excess of two million five hundred thousand dollars between a public agency and a person for the performance of a governmental function shall (a) provide that the public agency is entitled to receive a copy of records and files related to the performance of the governmental function, and (b) indicate that such records and files are subject to FOIA and may be disclosed by the public agency pursuant to FOIA. No request to inspect or copy such records or files shall be valid unless the request is made to the public agency in accordance with FOIA. Any complaint by a person who is denied the right to inspect or copy such records or files shall be brought to the Freedom of Information Commission in accordance with the provisions of sections 1-205 and 1-206 of the Connecticut General Statutes.

30. FORUM AND CHOICE OF LAW

The Contract shall be deemed to have been made in the City of Hartford, State of Connecticut. Both Parties agree that it is fair and reasonable for the validity and construction of the Contract to be, and it shall be, governed by the laws and court decisions of the State of Connecticut, without giving effect to its principles of conflicts of laws. To the extent that any immunities provided by Federal law or the laws of the State of Connecticut do not bar an action against the State, and to the extent that these courts are courts of competent jurisdiction, for the purpose of venue, the complaint shall be made returnable to the Judicial District of Hartford only or shall be brought in the United States District Court for the District of Connecticut only, and shall not be transferred to any other court, provided, however, that nothing here constitutes a waiver or compromise of the sovereign immunity of the State of Connecticut. The Contractor waives any objection which it may now have or will have to the laying of venue of any Claims in any forum and further irrevocably submits to such jurisdiction in any suit, action or proceeding.

31. TERMINATION OF AGREEMENT

Termination, Cancellation and Expiration.

- a. Notwithstanding any provisions in this Contract, the Agency, through a duly authorized employee, may Terminate the Contract whenever the Agency makes a written determination that such Termination is in the best interests of the State. The Agency shall notify the Contractor in writing of Termination pursuant to this section, which notice shall specify the effective date of Termination and the extent to which the Contractor must complete Performance under the Contract prior to such date.
- b. Notwithstanding any provisions in this Contract, the Agency, through a duly authorized employee, may, after making a written determination that the Contractor has breached the Contract, Cancel the Contract in accordance with the provisions in the Breach section of this Contract.
- c. The Agency shall send the notice of Termination or Cancellation via certified mail, return receipt requested, to the Contractor at the most current address which the Contractor has furnished to the Agency for purposes of correspondence, or by hand delivery. Upon receiving such notice from the Agency, the Contractor shall immediately discontinue all services affected in accordance with the notice, undertake all commercially reasonable efforts to mitigate any losses or damages, and deliver to the Agency all Records.

The Records are deemed to be the property of the Agency and the Contractor shall deliver them to the Agency no later than thirty (30) days after the Termination, Cancellation or Expiration of the Contract or fifteen (15) days after the Contractor receives a written request from the Agency for the Records.

The Contractor shall deliver those Records that exist in electronic, magnetic or other intangible form in a non-proprietary format, such as, but not limited to, ASCII or .TXT.

- d. Upon receipt of a written notice of Termination or Cancellation from the Agency, the Contractor shall cease operations as directed by the Agency in the notice, and take all actions that are necessary or appropriate, or that the Agency may reasonably direct, for the protection and preservation of the Goods and any other property. Except for any work which the Agency directs the Contractor to Perform in the notice prior to the effective date of Termination or Cancellation, and except as otherwise provided in the notice, the Contractor shall terminate or conclude all existing subcontracts and purchase orders and shall not enter into any further subcontracts, purchase orders or commitments.
- e. In the case of any Termination or Cancellation, the Agency shall, within forty-five (45) days of the effective date of Termination or Cancellation, reimburse the Contractor for its Performance rendered and accepted by the Agency in accordance with Exhibit 1, in addition to all actual and reasonable costs incurred after Termination or Cancellation in completing those portions of the Performance which the Contractor was required to complete by the notice. However, the Contractor is not entitled to receive and the Agency is not obligated to tender to the Contractor any payments for anticipated or lost profits. Upon request by the Agency, the Contractor shall assign to the Agency, or any replacement contractor which the Agency designates, all subcontracts, purchase orders and other commitments, deliver to the Agency all Records and other information pertaining to its Performance, and remove from State premises, whether leased or owned, all such equipment, waste material and rubbish related to its Performance as the Agency may request.
- f. For breach or violation of any of the provisions in the section concerning Representations and Warranties, the Agency may Cancel the Contract in accordance with its terms and revoke any consent to assignments given as if the assignments had never been requested or consented to, without liability to the Contractor or Contractor Parties or any third party.
- g. Upon Termination, Cancellation or Expiration of the Contract, all rights and obligations shall be null and void, so that no party shall have any further rights or obligations to any other party, except with respect to the sections which survive Termination, Cancellation or Expiration of the Contract. All representations, warranties, agreements and rights of the parties under the Contract shall survive such Termination, Cancellation or Expiration to the extent not otherwise limited in the Contract and without each one of them

**State of Connecticut, Department of Administrative Services
Request for Proposals - Next Generation 9-1-1 Emergency Telecommunications System**

having to be specifically mentioned in the Contract.

- h. Termination or Cancellation of the Contract pursuant to this section shall not be deemed to be a breach of contract by the Agency.

32. STATE COMPTROLLER'S SPECIFICATIONS

In accordance with Conn. Gen. Stat. § 4d-31, this Agreement is deemed to have incorporated within it, and the Contractor shall deliver the Goods and Services in compliance with, all specifications established by the State Comptroller to ensure that all policies, procedures, processes and control systems, including hardware, software and protocols, which are established or provided by the Contractor or Contractor Parties, are compatible with and support the State's CORE financial systems, including but not limited to, accounting, payroll, time and attendance, and retirement systems.

33. CIO SUBCONTRACT APPROVAL

In accordance with Conn. Gen. Stat. § 4d-32, the Contractor shall not award a subcontract for work under this Agreement without having first obtained the written approval of the Chief Information Officer of the Department of Administrative Services or their designee of the selection of the subcontractor and of the provisions of the subcontract.

The Contractor shall deliver a copy of each executed subcontract or amendment to the subcontract to the Chief Information Officer, who shall maintain the subcontract or amendment as a public record, as defined in Conn. Gen. Stat. § 1-200.

34. GENERAL ASSEMBLY ACCESS TO DOIT RECORDS

In accordance with Conn. Gen. Stat. § 4d-40, the Joint Committee on Legislative Management and each nonpartisan office of the General Assembly shall continue to have access to DOIT records that is not less than the access that said committee and such offices have on July 1, 1997.

35. CONTINUITY OF SYSTEMS

This Section is intended to comply with Conn. Gen. Stat. §4d-44. The Contractor acknowledges that the Systems and associated services are important to the function of State government and that they must continue without interruption. Pursuant to Conn. Gen. Stat. §4d-44, if the work under the Agreement, any subcontract, or amendment to either, is transferred back to the State or to another Contractor at any time for any reason, then for a period of six (6) months, or for a mutually agreeable time from the date transfer was initiated, the Contractor shall cooperate fully with the State, and do and perform all acts and things that the State deems to be necessary or appropriate, at Contractor's then-current labor rates for such services, to ensure continuity of state agency information system and telecommunication system facilities, equipment and services so that there is no disruption or interruption in Performance as required or permitted in the Agreement. The Contractor shall not enter into any subcontract for any part of the Performance under the Agreement without approval of such subcontract by the State, as required by Conn. Gen. Stat. §4d-32, and without such subcontract including a provision that obligates the subcontractor to comply fully with Conn. Gen. Stat. §4d-44 as if the subcontractor were in fact the Contractor. The Contractor shall make a full and complete disclosure of and delivery to the State or its representatives of all Records and "Public Records," as that term is defined in Conn. Gen. Stat. §4d-33, as it may be amended, in whatever form they exist or are stored and maintained and wherever located, directly or indirectly concerning the Agreement

The parties shall follow the following applicable and respective procedures in order to ensure the orderly transfer to the State of: (1) such facilities and equipment: Unless a shorter period is necessary or appropriate to ensure compliance with subsection (a) above, in which case that shorter period shall apply, the Contractor shall deliver to the State, F.O.B. Hartford, Connecticut or other State location which the State identifies, all Systems related to or arising out of the Agreement, subcontract or amendment, no later than 10 days from the date Contractor shall deliver the Systems to the State, during the State's business hours, in good working order and in appropriately protective packaging to ensure delivery without damage.

Concurrent with this delivery, the Contractor shall also deliver all Systems-related operation manuals and other

**State of Connecticut, Department of Administrative Services
Request for Proposals - Next Generation 9-1-1 Emergency Telecommunications System**

documentation in whatever form they exist and a list of all Systems passwords and security codes;

(1) all software created or modified pursuant to the Agreement, subcontract or amendment: all software, including all applicable licenses, purchased, created or modified pursuant to the contract, subcontract or amendment--Unless a shorter period is necessary or appropriate to ensure compliance with subsection (a) above, in which case that shorter period shall apply, the Contractor shall deliver to the State, F.O.B. Hartford, Connecticut or other State location which the State identifies, all software, including all applicable licenses, purchased, created or modified pursuant to the Agreement, subcontract or amendment no later than 10 days from the date that the work under the Agreement is transferred back to the State or to another Contractor for any reason.

The Contractor shall deliver to the State, during the State's business hours, the software, including its source code, if applicable, in good working order, readily capable of being maintained and modified, and housed in appropriately protective packaging or hardware to ensure delivery without damage. Concurrent with this delivery, the Contractor shall also deliver all related operation manuals and other documentation in whatever form they exist and a list of all applicable passwords and security codes. The Contractor shall deliver record layouts, including field attributes, field descriptions, key field identification and any available documentation to support the Department with moving their data into a replacement application; and (3) all Public Records, as defined in Conn. Gen. Stat. §4d-33, which the Contractor or Contractor Parties possess or create pursuant to the Agreement subcontract or amendment-- Unless a shorter period is necessary or appropriate to ensure compliance with subsection (a) above, in which case that shorter period shall apply, the Contractor shall deliver to the State, F.O.B. Hartford, Connecticut or other State location which the State identifies, all Records and Public Records created or modified pursuant to the Agreement, subcontract or amendment no later than the latter of (1) the time specified in the section in this Agreement concerning Termination for the return of Records and (2) 10 days from the date that the work under the Agreement is transferred back to the State or to another Contractor for any reason.

The Contractor shall deliver to the State those Records and Public Records that exist in electronic, magnetic or other intangible form in a non-proprietary format, such as, but not limited to, ASCII or .TXT. The Contractor shall deliver to the State, during the State's business hours, those Records and Public Records and a list of all applicable passwords and security codes, all in appropriately protective packaging to ensure delivery without damage.

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

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

36. RIGHTS TO PUBLIC RECORDS

In accordance with Conn. Gen. Stat. § 4d-34, (a) neither the Contractor nor Contractor Parties shall have any Title in or to (1) any public records which the Contractor or Contractor Parties possess, modify or create pursuant to a contract, subcontract or amendment to a contract or subcontract, or (2) any modifications by such contractor, subcontractor, employee or agent to such public records; (b) neither the Contractor nor Contractor Parties shall impair the integrity of any public records which they possess or create; and (c) public records

**State of Connecticut, Department of Administrative Services
Request for Proposals - Next Generation 9-1-1 Emergency Telecommunications System**

which the Contractor or Contractor Parties possess, modify or create pursuant to this Agreement or other contract, subcontract or amendment to a contract or subcontract shall at all times and for all purposes remain the property of the State. For purposes of this section, "public records" shall have the meaning set forth in Conn. Gen. Stat. § 1-200, as it may be modified from time to time.

37. PUBLIC RECORDS AND FOIA

In accordance with Conn. Gen. Stat. § 4d-35, any public record which a state agency provides to the Contractor or Contractor Parties shall remain a public record for the purposes of subsection (a) of section 1-210 and as to such public records, the State, the Contractor and Contractor Parties shall have a joint and several obligation to comply with the obligations of the state agency under the Freedom of Information Act, as defined in section 1-200, provided that the determination of whether or not to disclose a particular record or type of record shall be made by such state agency.

38. DISCLOSURE OF PUBLIC RECORDS

In accordance with Conn. Gen. Stat. § 4d-36, neither the Contractor nor Contractor Parties shall disclose to the public any public records (a) which they possess, modify or create pursuant to this Agreement or any contract, subcontract or amendment to a contract or subcontract and (b) which a state agency (1) is prohibited from disclosing pursuant to state or federal law in all cases, (2) may disclose pursuant to state or federal law only to certain entities or individuals or under certain conditions or (3) may withhold from disclosure pursuant to state or federal law. This provision shall not be construed to prohibit the Contractor from disclosing such public records to any Contractor Parties to carry out the purposes of its subcontract. For purposes of this section, "public records" shall have the meaning set forth in Conn. Gen. Stat. § 1-200, as it may be modified from time to time.

39. PROFITING FROM PUBLIC RECORDS

In accordance with Conn. Gen. Stat. § 4d-37, neither the Contractor nor Contractor Parties shall sell, market or otherwise profit from the disclosure or use of any public records which are in their possession pursuant to this Agreement or any contract, subcontract or amendment to a contract or subcontract, except as authorized in this Agreement. For purposes of this section, "public records" shall have the meaning set forth in Conn. Gen. Stat. § 1-200, as it may be modified from time to time.

40. CONTRACTOR'S OBLIGATION TO NOTIFY DOIT CONCERNING PUBLIC RECORDS

In accordance with Conn. Gen. Stat. § 4d-38, if the Contractor or Contractor Parties learn of any violation of the provisions of Conn. Gen. Stat. §§ 4d-36 or 4d-37 they shall, no later than seven calendar days after learning of such violation, notify the Chief Information Officer of such violation.

41. TANGIBLE PERSONAL PROPERTY

a. The Contractor on its behalf and on behalf of its Affiliates, as defined below, shall comply with the provisions of Conn. Gen. Stat. §12-411b, as follows:

(1) For the term of the Contract, the Contractor and its Affiliates shall collect and remit to the State of Connecticut, Department of Revenue Services, any Connecticut use tax due under the provisions of Chapter 219 of the Connecticut General Statutes for items of tangible personal property sold by the Contractor or by any of its Affiliates in the same manner as if the Contractor and such Affiliates were engaged in the business of selling tangible personal property for use in Connecticut and had sufficient nexus under the provisions of Chapter 219 to be required to collect Connecticut use tax;

(2) A customer's payment of a use tax to the Contractor or its Affiliates relieves the customer of liability for the use tax;

(3) The Contractor and its Affiliates shall remit all use taxes they collect from customers on or before the due date specified in the Contract, which may not be later than the last day of the month next succeeding the end of a calendar quarter or other tax collection period during which the tax was collected;

(4) The Contractor and its Affiliates are not liable for use tax billed by them but not paid to them by a customer; and

**State of Connecticut, Department of Administrative Services
Request for Proposals - Next Generation 9-1-1 Emergency Telecommunications System**

(5) Any Contractor or Affiliate who fails to remit use taxes collected on behalf of its customers by the due date specified in the Contract shall be subject to the interest and penalties provided for persons required to collect sales tax under chapter 219 of the general statutes.

- b. For purposes of this section of the Contract, the word "Affiliate" means any person, as defined in section 12-1 of the general statutes that controls is controlled by, or is under common control with another person. A person controls another person if the person owns, directly or indirectly, more than ten per cent of the voting securities of the other person. The word "voting security" means a security that confers upon the holder the right to vote for the election of members of the board of directors or similar governing body of the business, or that is convertible into, or entitles the holder to receive, upon its exercise, a security that confers such a right to vote. "Voting security" includes a general partnership interest.
- c. The Contractor represents and warrants that each of its Affiliates has vested in the Contractor plenary authority to so bind the Affiliates in any agreement with the State of Connecticut. The Contractor on its own behalf and on behalf of its Affiliates shall also provide, no later than 30 days after receiving a request by the State's contracting authority, such information as the State may require to ensure, in the State's sole determination, compliance with the provisions of the Act.

42. INDEMNIFICATION AND HOLD HARMLESS

- a. The Contractor shall indemnify, defend and hold harmless the State and its officers, representatives, agents, servants, employees, successors and assigns from and against any and all (1) Claims arising, directly or indirectly, in connection with the Contract, including the acts of commission or omission (collectively, the "Acts") of the Contractor or Contractor Parties; and (2) liabilities, damages, losses, costs and expenses, including but not limited to, attorneys' and other professionals' fees, arising, directly or indirectly, in connection with Claims, Acts or the Contract. The Contractor shall use counsel reasonably acceptable to the State in carrying out its obligations under this section. The Contractor's obligations under this section to indemnify, defend and hold harmless against Claims includes Claims concerning confidentiality of any part of or all of the Bid or any Records, any intellectual property rights, other proprietary rights of any person or entity, copyrighted or un-copyrighted compositions, secret processes, patented or unpatented inventions, articles or appliances furnished or used in the Performance of the Contract.
- b. The Contractor shall reimburse the State for any and all damages to the real or personal property of the State caused by the Acts of the Contractor or any Contractor Parties. The State shall give the Contractor reasonable notice of any such Claims.
- c. The Contractor's duties under this section shall remain fully in effect and binding in accordance with the terms and conditions of the Contract, without being lessened or compromised in any way, even where the Contractor is alleged or is found to have merely contributed in part to the Acts giving rise to the Claims and/or where the State is alleged or is found to have contributed to the Acts giving rise to the Claims.
- d. The Contractor shall carry and maintain at all times during the term of the Contract, and during the time that any provisions survive the term of the Contract, sufficient general liability insurance to satisfy its obligations under this Contract. The Contractor shall name the State as an additional insured on the policy and shall provide a copy of the policy to the Agency prior to the effective date of the Contract. The Contractor shall not begin Performance until the delivery of the policy to the Agency.
- e. The rights provided in this section for the benefit of the State shall encompass the recovery of attorneys' and other professionals' fees expended in pursuing a Claim against a third party.
- f. This section shall survive the Termination, Cancellation or Expiration of the Contract, and shall not be limited by reason of any insurance coverage.

43. NON-WAIVER OF IMMUNITY

Sovereign Immunity. The parties acknowledge and agree that nothing in the Solicitation or the Contract shall be construed as a modification, compromise or waiver by the State of any rights or defenses of any immunities

**State of Connecticut, Department of Administrative Services
Request for Proposals - Next Generation 9-1-1 Emergency Telecommunications System**

provided by Federal law or the laws of the State of Connecticut to the State or any of its officers and employees, which they may have had, now have or will have with respect to all matters arising out of the Contract. To the extent that this section conflicts with any other section, this section shall govern.

44. SUMMARY OF STATE ETHICS LAWS

Pursuant to the requirements of section 1-101qq of the Connecticut General Statutes, the summary of State ethics laws developed by the State Ethics Commission pursuant to section 1-81b of the Connecticut General Statutes is incorporated by reference into and made a part of the Contract as if the summary had been fully set forth in the Agreement.

45. CAMPAIGN CONTRIBUTION RESTRICTION

For all State contracts as defined in P.A. 07-1 having a value in a calendar year of \$50,000 or more or a combination or series of such agreements or contracts having a value of \$100,000 or more, the authorized signatory to this Agreement expressly acknowledges receipt of the State Elections Enforcement Commission's notice advising state contractors of state campaign contribution and solicitation prohibitions, and will inform its principals of the contents of the notice. See attached SEEC Form 11 – Attachment 1.

46. 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. The Contract is also subject to the provisions of Executive Order No. Nineteen of Governor M. Jodi Rell, promulgated June 19, 2008 requiring the use of a System Development Methodology (SDM) for all information technology (IT) projects in the Executive Branch.

47. NONDISCRIMINATION PROVISIONS

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

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

(1) The contractor agrees and warrants that in the performance of the contract such contractor will not discriminate or permit discrimination against any person or group of persons on the grounds of race, color, religious creed, age, marital status, national origin, ancestry, sex, mental retardation, mental disability or physical disability, including, but not limited to, blindness, unless it is shown by such contractor that such disability prevents performance of the work involved, in any manner prohibited by the laws of the United States or of the state of Connecticut. The contractor further agrees to take affirmative action to insure that applicants with job-related qualifications are employed and that employees are treated when employed without regard to their race, color, religious creed, age, marital status, national origin, ancestry, sex, mental retardation, mental disability or physical disability, including, but not limited to, blindness, unless it is shown by such contractor that such disability prevents performance of the work involved; (2) the contractor agrees, in all solicitations or advertisements for employees placed by or on behalf of the contractor, to state that it is an "affirmative action-equal opportunity employer" in accordance with regulations adopted by the commission; (3) the contractor agrees to provide each labor union or representative of workers with which such contractor has a collective bargaining agreement or other contract or understanding and each Contractor with which such contractor has a contract or understanding, a notice to be provided by the commission advising the labor union or workers'

**State of Connecticut, Department of Administrative Services
Request for Proposals - Next Generation 9-1-1 Emergency Telecommunications System**

representative of the contractor's commitments under this section, and to post copies of the notice in conspicuous places available to employees and applicants for employment; (4) the contractor agrees to comply with each provision of this section and sections 46a-68e and 46a-68f and with each regulation or relevant order issued by said commission pursuant to sections 46a-56, 46a-68e and 46a-68f; (5) the contractor agrees to provide the Commission on Human Rights and Opportunities with such information requested by the commission, and permit access to pertinent books, records and accounts, concerning the employment practices and procedures of the contractor as relate to the provisions of this section and section 46a-56.

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.

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

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.

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

The contractor shall include the provisions of sections (a) and (b) above in every subcontract or purchase order entered into in order to fulfill any obligation of a contract with the state and such provisions shall be binding on a subcontractor, 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; provided, if such 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.

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

(1) The contractor agrees and warrants that in the performance of the contract such contractor will not discriminate or permit discrimination against any person or group of persons on the grounds of sexual orientation, in any manner prohibited by the laws of the United States or of the state of Connecticut, and that employees are treated when employed without regard to their sexual orientation; (2) the contractor agrees to provide each labor union or representative of workers with which such contractor has a collective bargaining agreement or other contract or understanding and each Contractor with which such contractor has a contract or understanding, a notice to be provided by the Commission on Human Rights and Opportunities advising the labor union or workers' representative of the contractor's commitments under this section, and to post copies of

**State of Connecticut, Department of Administrative Services
Request for Proposals - Next Generation 9-1-1 Emergency Telecommunications System**

the notice in conspicuous places available to employees and applicants for employment; (3) the contractor agrees to comply with each provision of this section and with each regulation or relevant order issued by said commission pursuant to section 46a-56; and (4) the contractor agrees to provide the Commission on Human Rights and Opportunities with such information requested by the commission, and permit access to pertinent books, records and accounts, concerning the employment practices and procedures of the contractor which relate to the provisions of this section and section 46a-56.

The contractor shall include the provisions of section (g) above in every subcontract or purchase order entered into in order to fulfill any obligation of a contract with the state and such provisions shall be binding on a subcontractor, 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; provided, if such 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.

For the purposes of this entire Non-Discrimination section, "contract" includes any extension or modification of the contract, "contractor" includes any successors or assigns of the contractor, "marital status" means being single, married as recognized by the state of Connecticut, widowed, separated or divorced, and "mental disability" means one or more mental disorders, as defined in the most recent edition of the American Psychiatric Association's "Diagnostic and Statistical Manual of Mental Disorders", or a record of or regarding a person as having one or more such disorders. For the purposes of this section, "contract" does not include a contract where each contractor is (1) a political subdivision of the state, including, but not limited to, a municipality, (2) a quasi-public agency, as defined in Conn. Gen. Stat. Section 1-120, (3) any other state, including but not limited to any federally recognized Indian tribal governments, as defined in Conn. Gen. Stat. Section 1-267, (4) the federal government, (5) a foreign government, or (6) an agency of a subdivision, agency, state or government described in the immediately preceding enumerated items (1), (2), (3), (4) or (5).

48. OWNERSHIP OF DATA

It is understood and agreed by Contractor that any and all data hosted by Contractor on behalf of the State of Connecticut will remain the sole property of the State and the State retains any and all ownership of such data. It is further understood that at no time will Contractor have ownership of any data held within the system.

49. HEALTH INSURANCE PORTABILITY AND ACCOUNTABILITY ACT (HIPAA)

a. This Section may or may not apply. If an appropriate party or entity determines that it does apply, then for purposes of this Section the following definitions shall apply:

(1) "Business Associate" shall mean the Contractor.

(2) "Covered Entity" shall mean the Agency.

(3) "Designated Record Set" shall have the same meaning as the term "designated record set" in 45 C.F.R. §164.501.

(4) "Individual" shall have the same meaning as the term "individual" in 45 C.F.R. §160.103 and shall include a person who qualifies as a personal representative as defined in 45 C.F.R. § 164.502(g).

(5) "Privacy Rule" shall mean the Standards for Privacy of Individually Identifiable Health Information at 45 C.F.R. part 160 and parts 164, subparts A and E.

(6) "Protected Health Information" or "PHI" shall have the same meaning as the term "protected health information" in 45 C.F.R. § 160.103, limited to information created or received by the Business Associate from or on behalf of the Covered Entity.

(7) "Required by Law" shall have the same meaning as the term "required by law" in 45 C.F.R. § 164.103.

(8) "Secretary" shall mean the Secretary of the Department of Health and Human Services or his designee.

**State of Connecticut, Department of Administrative Services
Request for Proposals - Next Generation 9-1-1 Emergency Telecommunications System**

- (9) "More stringent" shall have the same meaning as the term "more stringent" in 45 C.F.R. §160.202.
- (10) "This Section of the Contract" refers to the HIPAA Section of this Contract, in its entirety.
- (11) "Security Incident" shall have the same meaning as the term "security incident" in 45 C.F.R. § 164.304.
- (12) "Security Rule" shall mean the Security Standards for the Protection of Electronic Protected Health Information at 45 C.F.R. part 160 and parts 164, subpart A and C.
- b. If the Contactor is a Business Associate under the Health Insurance Portability and Accountability Act of 1996 ("HIPAA"), the Contractor shall comply with all terms and conditions of this Section of the Contract. If the Contractor is not a Business Associate under HIPAA, this Section of the Contract does not apply to the Contractor for this Contract.
- c. The Contractor and the Agency shall safeguard the use, publication and disclosure of information on all applicants for, and all clients who receive, services under the Contract in accordance with all applicable federal and state laws regarding confidentiality, which includes but is not limited to the requirements of HIPAA, more specifically with the Privacy and Security Rules at 45 C.F.R. Part 160 and Part 164, subparts A, C, and E.
- d. The Agency is a "covered entity" as that term is defined in 45 C.F.R. § 160.103.
- e. The Contractor, on behalf of the Agency, performs functions that involve the use or disclosure of "individually identifiable health information," as that term is defined in 45 C.F.R. § 160.103.
- f. The Contractor is a "business associate" of the Agency, as that term is defined in 45 C.F.R. §160.103.
- g. Obligations and Activities of Business Associates
- (1) Business Associate shall not use or disclose PHI other than as permitted or required by this Section of the Contract or as Required by Law.
- (2) Business Associate shall use appropriate safeguards to prevent use or disclosure of PHI other than as provided for in this Section of the Contract.
- (3) Business Associate shall use administrative, physical and technical safeguards that reasonably and appropriately protect the confidentiality, integrity, and availability of electronic PHI that it creates, receives, maintains, or transmits on behalf of the Covered Entity.
- (4) Business Associate shall mitigate, to the extent practicable, any harmful effect that is known to the Business Associate of a use or disclosure of PHI by Business Associate in violation of this Section of the Contract.
- (5) Business Associate shall report to Covered Entity any use or disclosure of PHI not provided for by this Section of the Contract or any Security Incident of which it becomes aware.
- (6) Business Associate shall insure that any agent, including a subcontractor, to whom it provides PHI received from, or created or received by Business Associate, on behalf of the Covered Entity, shall agree to the same restrictions and conditions that apply through this Section of the Contract to Business Associate with respect to such information.
- (7) Business Associate shall provide access, at the request of the Covered Entity, and in the time and manner agreed to by them, to PHI in a Designated Record Set, to Covered Entity or, as directed by Covered Entity, to an Individual in order to meet the requirements under 45 C.F.R. § 164.524.
- (8) Business Associate shall make any amendments to PHI in a Designated Record Set that the Covered Entity directs or agrees to pursuant to 45 C.F.R. § 164.526 at the request of the Covered Entity, and in the time and manner agreed to by them.

**State of Connecticut, Department of Administrative Services
Request for Proposals - Next Generation 9-1-1 Emergency Telecommunications System**

(9) Business Associate shall make internal practices, books, and records, including policies and procedures and PHI, relating to the use and disclosure of PHI received from, or created or received by, Business Associate on behalf of Covered Entity, available to Covered Entity or to the Secretary in a time and manner agreed to by them or designated by the Secretary, for purposes of the Secretary determining Covered Entity's compliance with the Privacy Rule.

(10) Business Associate shall document such disclosures of PHI and information related to such disclosures as would be required for Covered Entity to respond to a request by an Individual for an accounting of disclosures of PHI in accordance with 45 C.F.R. §164.528.

(11) Business Associate shall provide to Covered Entity, in a time and manner agreed to by the parties, information collected in accordance with subsection 10 of this Section of the Contract, to permit Covered Entity to respond to a request by an Individual for an accounting of disclosures of PHI in accordance with 45 C.F.R. § 164.528.

(12) Business Associate shall comply with any State law that is More Stringent than the Privacy Rule.

h. Permitted Uses and Disclosure by Business Associate

(1) General Use and Disclosure. Except as otherwise limited in this Section of the Contract, Business Associate may use or disclose PHI to perform functions, activities, or services for, or on behalf of, Covered Entity as specified in this Contract, provided that such use or disclosure would not violate the Privacy Rule if done by Covered Entity or the minimum necessary policies and procedures of the Covered Entity.

(2) Specific Use and Disclosure.

(A) Except as otherwise limited in this Section of the Contract, Business Associate may use PHI for the proper management and administration of Business Associate or to carry out the legal responsibilities of Business Associate.

(B) Except as otherwise limited in this Section of the Contract, Business Associate may disclose PHI for the proper management and administration of Business Associate, provided that disclosures are Required by Law, or Business Associate obtains reasonable assurances from the person to whom the information is disclosed that it will remain confidential and used or further disclosed only as Required by Law or for the purpose for which it was disclosed to the person, and the person notifies Business Associate of any instances of which it is aware in which the confidentiality of the information has been breached.

(C) Except as otherwise limited in this Section of the Contract, Business Associate may use PHI to provide Data Aggregation services as defined in 45 C.F.R. §164.501, to Covered Entity as permitted by 45 C.F.R. § 164.504(e)(2)(i)(B).

i. Obligations of Covered Entity

(1) Covered Entity shall notify Business Associate of any limitations in its notice of privacy practices of Covered Entity, in accordance with 45 C.F.R. 164.520, or to the extent that such limitation may affect Business Associate's use or disclosure of PHI.

(2) Covered Entity shall notify Business Associate of any changes in, or revocation of, permission by Individual to use or disclose PHI, to the extent that such changes may affect Business Associate's use or disclosure of PHI.

(3) Covered Entity shall notify Business Associate of any restriction to the use or disclosure of PHI that Covered Entity has agreed to in accordance with 45 C.F.R. § 164.522, to the extent that such restriction may affect Business Associate's use or disclosure of PHI.

j. Covered Entity shall not request Business Associate to use or disclose PHI in any manner that would not be permissible under the Privacy Rule if done by the Covered Entity, except that Business Associate may use and disclose PHI for Data Aggregation, and management and administrative activities of Business

**State of Connecticut, Department of Administrative Services
Request for Proposals - Next Generation 9-1-1 Emergency Telecommunications System**

Associate, as permitted under this Section of the Contract.

k. Term and Termination (1) The term of this Section of the Contract shall be effective as of the date the Contract is effective and shall Terminate or Expire when all of the PHI provided by Covered Entity to Business Associate, or created or received by Business Associate on behalf of Covered Entity, is destroyed or returned to Covered Entity, or, if it is infeasible to return or destroy PHI, protections are extended to such information, in accordance with the termination provisions in this Section.

(2) Upon Covered Entity's knowledge of a material breach of this Section by Business Associate, Covered Entity shall either proceed in accordance with the Breach section of this Contract or, if neither Cancellation nor a cure is feasible, then Covered Entity shall report the breach to the Secretary.

(A) Effect of Termination, Cancellation and Expiration. Except as provided above, upon Termination, Cancellation or Expiration of this Contract, Business Associate shall return or destroy all PHI received from Covered Entity, or created or received by Business Associate on behalf of Covered Entity. This provision shall apply to PHI that is in the possession of subcontractors or agents of Business Associate. Business Associate shall retain no copies of the PHI.

(B) In the event that Business Associate determines that returning or destroying the PHI is infeasible, Business Associate shall provide to Covered Entity notification of the conditions that make return or destruction infeasible. Upon documentation by Business Associate that return or destruction of PHI is infeasible, Business Associate shall extend the protections of this Section of the Contract to such PHI and limit further uses and disclosures of PHI to those purposes that make return or destruction infeasible, for as long as Business Associate maintains such PHI. Infeasibility of the return or destruction of PHI includes, but is not limited to, requirements under state or federal law that the Business Associate maintains or preserves the PHI or copies thereof.

1. Miscellaneous Provisions

(1) A reference in this Section of the Contract to a section in the Privacy Rule means the section as in effect or as amended.

(2) The Parties shall take such action as is necessary to amend this Section of the Contract from time to time as is necessary for Covered Entity to comply with requirements of the Privacy Rule and HIPAA.

(3) The respective rights and obligations of Business Associate under this section of the Contract shall survive the Termination or Cancellation of this Contract.

(4) This Section of the Contract shall be construed as broadly as necessary to implement and comply with the Privacy Standard. Any ambiguity in this Section of the Contract shall be resolved in favor of a meaning that complies, and is consistent with, the Privacy Standard.

(5) Covered Entity makes no warranty or representation that compliance with this Section of the Contract will be adequate or satisfactory for Business Associate's own purposes. Covered Entity shall not be liable to Business Associate for any Claim related to or arising from the unauthorized use or disclosure of PHI by Business Associate or any Contractor Parties or any other party to whom Business Associate has disclosed PHI pursuant to this Section of the Contract.

Business Associate is solely responsible for all decisions made, and actions taken, by Business Associate regarding the safeguarding, use and disclosure of PHI within its possession, custody or control.

50. 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.

51. 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.

52. ENTIRETY OF AGREEMENT

This Agreement includes the SIGNATURE PAGE OF AGREEMENT. To the extent the provisions of the previously mentioned Deliverable Pricing Schedule, the Project Implementation Summary, the Project Implementation Schedule and any aforementioned Attachment do not contradict the provisions of Sections 1 through 48 of this Agreement, said documents are incorporated herein by reference and made a part hereof as though fully set forth herein. This Agreement, as thus constituted, contains the complete and exclusive statement of the terms and conditions agreed to by the parties hereto and shall not be altered, amended, or modified except in writing executed by an authorized representative of each party.

THE REMAINDER OF THIS PAGE IS LEFT BLANK INTENTIONALLY

SIGNATURE PAGE OF AGREEMENT

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

FOR: _____ FOR: STATE OF CONNECTICUT

BY: _____ BY: _____

NAME: _____

TITLE: _____ Deputy Chief Information Officer
_____ Department of Administrative Services
_____ duly authorized

DATE: _____ DATE: _____

APPROVED AS TO FORM:

Attorney General of the State of Connecticut

DATE: _____

ATTACHMENT 5 – BUSINESS AND TECHNICAL REQUIREMENTS

Table of Contents

1.0	INTRODUCTION.....	.87
2.0	INTENT OF THIS RFP.....	.87
3.0	COMPLIANCE WITH STANDARDS89
3.0	SYSTEM NETWORK REQUIREMENT90
5.0	OPTION 1 – IP 9-1-1 SYSTEM CONFIGURATION	91
6.0	OPTION 2 - NG9-1-1 SYSTEM CONFIGURATION.	104
7.0	SERVICE LEVEL REQUIREMENTS AND MONITORING	112
8.0	ASSET TRACKING.....	114
9.0	CONTRACTOR REQUIREMENTS	115
10.0	UNDERSTANDING OF THE SCOPE OF WORK AND IMPLEMENTATION PLAN.....	116

1.0 INTRODUCTION

The Connecticut statewide ISDN Enhanced 9-1-1 (E9-1-1) emergency telephone system has been in operation for over ten years and must be replaced due to a lack of equipment and software support.

It is Connecticut's vision to deploy a Next Generation 9-1-1 (NG9-1-1) system and Emergency Services IP network (ESInet) that will utilize a state-provided IP network for 9-1-1 call and location data delivery to PSAPs. The NG9-1-1 system shall be capable of processing 9-1-1 emergency calls from devices that transmit text messages, pictures and video in compliance with NENA i3 standards, when such calls are delivered to the ESInet by the telecommunications service providers (TSPs) in the future. The system will be implemented at 111 locations (see Attachment 11), using approximately 330 positions.

2.0 INTENT OF THIS RFP

The State of Connecticut has issued this Request For Proposal (RFP) for the purpose of replacing the ISDN E9-1-1 system with an IP-based Next Generation 9-1-1 (NG9-1-1) system.

This RFP consists of multiple parts: Part A, Part B Option B-1 and Part B Option B-2.

Part "A" is for an IP-based 9-1-1 Call Answering System for all PSAPs in the State of Connecticut. All PSAP call handling hardware and software at the PSAPs will be replaced. Existing ISDN lines that deliver E9-1-1 calls to the PSAPs will be replaced by the Connecticut Public Safety Services Data Network (CPSSDN). The IP-based 9-1-1 Call Answering System must be NENA i3 compliant. **The requirements for Part A are in Section 5.0 of this attachment.**

Part "B" is for either of two options: 1) a Legacy Network Gateway (LNG), or 2) a complete set of NENA i3 compliant NG9-1-1 services. **The requirements for Part B are in Section 6.0 of this attachment.**

In any case the interface between Part A and Part B shall utilize standard SIP signaling and SIP location conveyance protocols as specified in NENA document 08-003, Detailed Functional and Interface Specification for the NENA i3 Solution. Physically the demarcation shall be 1 Gigabit Ethernet connection(s).

Respondents may submit proposals for either Part A or for Part B or both.

Respondents submitting proposals for Part B may submit proposals for either "Option B-1" or "Option B-2", or both. However, if any award is proffered only one of these two options will be awarded as an action arising from this RFP. The selection of Option B-1 or Option B-2 will be at the sole discretion of the State of Connecticut and may be decided based on factors such as funds availability, regardless of the relative scoring of the two top options.

Option B-1: Legacy Network Gateway (LNG)

The LNG system shall connect to components utilizing pieces of the existing E9-1-1 network infrastructure including the existing ALI data management system and the two (2) in-state redundant selective routers.

**State of Connecticut, Department of Administrative Services
Request for Proposals - Next Generation 9-1-1 Emergency Telecommunications System**

The LNG connects to the existing selective routers and to the ALI Database Management Centers using legacy 9-1-1 connections. The LNG converts the legacy calls into NENA i3 compliant IP-based emergency call signaling and voice-over-IP audio streams for handoff to the IP-based 9-1-1 Call Answering system that is the subject of Part A.

The LNG steers each incoming tandem trunk to a specified PSAP site. In this way call routing is performed by the legacy selective routers. Further requirements for the LNG are discussed in Section 6 of this attachment.

Option B-2: Complete set of NG9-1-1 Services

The NG9-1-1 services replace the existing E9-1-1 system call routing components with NENA i3 compliant NG9-1-1 location-based Emergency Call Routing Function (ECRF), Policy Routing Function (PRF), and Emergency Services Routing Proxy (ESRP) systems. The legacy call routing database is replaced with a NG9-1-1 compliant GIS database. (The development and maintenance of the NG9-1-1 GIS database is not part of this RFP.) Option B-2 includes LNGs to interconnect with call originating networks as required; Session Border Controllers/Firewalls are required to maintain ESnet security, logging and management systems, and other features as listed in Section 6.0.

Contractors must also respond to Sections 7.0, 8.0 9.0 and 10.0. Failure to do so will result in disqualification for consideration of this RFP

3.0 COMPLIANCE WITH STANDARDS

Responses to this RFP must utilize open, non-proprietary standards. Proposed solutions shall be compliant with, but not limited to, the following standards:

- NENA 08-003 v1 Detailed Functional and Interface Specification for the NENA i3 Solution Stage 3
- NENA 08-002 NENA Functional and Interface Standards for Next Generation 9-1-1 Version 1.0 (i3)
- NENA 08-751 NENA i3 Technical Requirements Document
- NENA-04-001 Section 10.4 Software Quality
- NENA 58-001 NENA IP-Capable PSAP Minimum Operational Requirements Standard
- NENA 58-501 IP PSAP 9-1-1 System Features and Capabilities
- Applicable Internet Engineering Task Force Standards (IETF), such as IP protocols, IP routing protocols, SIP, RTP, LoST, and the PDIF-LO.

GIS Standards

- USPS Publication 28 Postal addressing standards, Street Abbreviations.
- NENA 57-001B - PSAP Guide to Geographic Information Technology
- NENA 71-501 v1 - Synchronizing GIS with MSAG & ALI
- NENA 71-002 DRAFT - Civic Location Data Exchange Format (CLDXF)
- NENA 70-DRAFT - Provisioning and Maintenance of GIS data to ECRF/LVF
- NENA 02-010 v9 - Data Formats for ALI, MSAG & GIS
- NENA 02-011 v7 - 9-1-1 Data Management
- NENA 02-011A - Excerpt: 9-1-1 Database Administration Software
- NENA 02-013 v3 - Provisioning & Maintenance of MSAG Files to VDBs and ERDBs
- NENA 02-014 v1 - GIS Data Collection & Maintenance
- NENA 02-015 v1 - Resolving ANI/ALI Discrepancies & NRFs

Additionally, all products, processes and systems supplied under this RFP that utilize the Session Initiation Protocol (SIP) shall be capable of sending and receiving SIP messages transported by Transmission Control Protocol (TCP).

4.0 SYSTEM NETWORK REQUIREMENT

4.1 CONNECTICUT PUBLIC SAFETY SERVICES DATA NETWORK (CPSSDN)

The State of Connecticut has constructed a high-speed, carrier-class network infrastructure called CPSSDN that is intended to supply and satisfy all networking connectivity requirements for a NG911 ESInet to all Public Safety Answering Points and other specified locations.

All responses to this RFP shall utilize the CPSSDN for the delivery of 9-1-1 calls, text, data and related media to all Connecticut PSAPs and 9-1-1 secondary answering points. Responses that do not comply with this requirement will be disqualified.

The CPSSDN has sufficient resiliency built into all layers in order to provide five 9's reliability and is monitored by a 24x7 operations center to ensure any connectivity issue or service degradation is addressed appropriately and within defined Service Level Agreements (SLA).

It is intended that any contractor selected as a result of this RFP will be required to work with the State to establish the necessary interfaces, data streams and functionality for appropriate network management and monitoring of the selected solution from a software and/or hardware perspective. All costs to accomplish this interface shall be included as part of the RFP response.

A detailed description of the design, features, and characteristics of the CPSSDN is found in Attachment 10.

5.0 IP BASED 9-1-1 CALL ANSWERING SYSTEM

Responders to the IP-based 9-1-1 Call Answering System Part A shall explain how the proposed system shall meet the requirements of Sections 5.1 through 5.22. ***A response of “Agree” or “Comply” without a detailed explanation shall be viewed as an incomplete response.***

Responders may propose systems for the IP-based 9-1-1 Call Answering System (Section 5.0 of this attachment), the LNG/NG9-1-1 Services (Section 6.0 of this attachment), or for both configurations.

All requirements listed in this section shall be considered as mandatory unless otherwise noted as optional.

Responders must clearly state if they choose not to propose a system for one of the two parts of this RFP.

5.1 STANDARDS

The proposed IP-based 9-1-1 Call Answering System (hereafter in this section, the “system”) shall utilize Session Initiation Protocol (SIP) as defined in Internet Engineering Task Force (IETF) RFC-3261 and applicable related RFCs throughout the system.

The use of SIP at the system ingress point (the demarcation between Part A and Part B) is mandatory. The system ingress point shall be fully NENA i3 compliant with respect to IP connections, including SIP location conveyance. Physically the demarcation shall be 1 Gigabit Ethernet connection(s) located at the aggregation sites.

Any use of proprietary or non-SIP based signaling methods throughout or elsewhere in the system shall be disclosed.

The proposed system shall be capable of communicating Voice-over-IP (VoIP) using the G.711 codec.

The use of any Time Division Multiplexing (TDM) switching elements in the system shall be disclosed.

The system shall be upgradable to accommodate new IP-based media including video, text, and graphics as such media becomes accepted for use in public safety, at minimum cost and effort, such as routine software upgrades at operator answering positions and/or the addition of small components to the system. Such upgrades shall not require complete replacement of major system components. Respondents shall present and discuss possible upgrade scenarios.

5.2 SYSTEM INTEGRATOR

Any system proposed under this option requires that an entity serve as a System Integrator for the entire procurement. The System Integrator shall be clearly identified and shall function as the single point of contact for all system issues during the deployment phase of this procurement.

5.3 SYSTEM AVAILABILITY AND RELIABILITY

This section applies only to components and services supplied by the Contractor under this RFP and not to the CSSPDN.

- a) The system shall be engineered to maintain a grade of service so that no greater than one (1) busy call per five hundred (500) calls received during the average busy hour of the busiest four (4) consecutive weeks, of the preceding fifty-five (55) weeks, shall encounter a busy condition.
- b) The required reliability percentage for the System during any calendar year is ninety-nine point nine-nine-nine percent (99.999%) uptime, defined as the ability to deliver a call properly presented to an ingress demarcation point to an available telecommunicator.
- c) The system shall be able to deliver the call to a call taker in the designated destination call taker group four-nines (99.99%) of the time unless the call is re-directed due to all operators busy or ring-no-answer timeouts in the destination call taker group.
- d) Individual answering positions shall be available three-nines (99.9%) of the time. All measurements for compliance with this section shall be based on the calendar year.
- e) No more than five (5) minutes of unscheduled downtime (e.g., any "Major Failure") may occur across the State in any 12 month period
- f) No more than five (5) minutes total of scheduled downtime (e.g., "Minor Failures") may occur in any single PSAP in any 12-month period.
- g) A given instance of System downtime shall start after receipt of notification by the Contractor of a Major Failure or Minor Failure from the CSSPDN NOC, from a PSAP, from the Department, or from the Contractor's own monitoring system(s), and end with notification by the Contractor to the Department and any designee (e.g., the CSSPDN NOC) that such System status has been fully restored to the applicable agreed operational specifications and made ready for 9-1-1 as well as routine use.
- h) Respondents shall provide a brief narrative and/or diagrams that explain how high availability is achieved. This explanation shall distinguish between hot-standby-failover type systems and redundant load-balancing type systems. Load-balancing type solutions may receive more favorable treatment during proposal evaluation scoring.

5.4 IPV6 CAPABILITY

Any systems proposed as a component of a Part A solution shall be IPv6 capable, or any and all limitations on IPv6 capability shall be disclosed. If the selected Part A and Part B systems are fully IPv6 capable, Connecticut may, at its option, choose to deploy the entire system (Part A and Part B) utilizing IPv6. Respondents should list additional IPv6 costs, if any, as an option.

5.5 CONVERSION OF CIRCUIT-SWITCHED VOICE AND SIGNALING TO IP

The system shall provide a method of terminating standard PSTN, Centrex, and other standard non-911 telephone circuits at the PSAP or at other locations throughout the ESInet. The circuits shall be converted to SIP and VoIP for delivery through the CPSSDN to specific call takers or call taker groups according to a specified plan. Expected PSTN circuit termination requirements for each site are provided

**State of Connecticut, Department of Administrative Services
Request for Proposals - Next Generation 9-1-1 Emergency Telecommunications System**

in Attachment 11 for planning purposes. Change orders may be required during deployment to refine these requirements.

5.6 SECURITY

While the CPSSDN-provided IP infrastructure provided for the system will be a private IP network operating in a secure environment, the Respondent must consider circumstances in which malicious software might accidentally, deliberately, or maliciously be introduced into the system, or in which other security threats might occur. Of particular concern in this regard is the possibility that unauthorized removable media might be connected to call taker workstations or other system components, or that unauthorized LAN connections might be made at a network site. The system shall provide anti-virus detection functions, security firewall functions, and other defensive measures as the respondent deems appropriate considering the scope and scale of the system. Respondents shall discuss their security measures in their proposals.

Note: The contractor of Part B will be responsible for providing a clean and secure IP connection to the IP-based 9-1-1 Call Answering System, but this does not preclude the contractor of Part A from taking reasonable precautions at this interface.

5.6 ROUTING OF 9-1-1 CALLS AND LOCATION INFORMATION TO PSAPS

The desired destination PSAP or call taking group for emergency calls presented to the system at the ingress demarcation point shall be identified by a SIP Uniform Resource Identifier (SIP URI). The contractor of Part A may specify these URIs with the consent of OSET, and shall disclose these SIP URIs to the state authorities and to the selected contractor of Part B. The contractor of Part A must also disclose the IP addresses of the SIP proxies or system elements to which the contractor of Part B must initially deliver SIP call setup messages. More than one IP addresses may be specified to obtain high availability.

5.8 SYSTEM MONITORING

Critical components of the system shall support the Simple Network Management Protocol (SNMP) to permit remote real-time monitoring of these components. The contractor shall supply Management Information Bases (MIBs) for the system components capable of SNMP management to authorized monitoring services as required by the state of Connecticut. The contractor shall also supply the IP addresses of the critical components as required.

5.9 CALL ANSWERING

The system shall permit an authorized telecommunicator, as defined in local policy rules, to select any call from the queue.

The system shall provide the capability to place a call on hold and display a time on hold alert after predetermined number of seconds based on local policy rules.

The system shall provide the capability to terminate a call (forced disconnect).

5.10 ACD FUNCTIONALITY

The system shall provide an Automatic Call Distribution Function (ACD). The ACD functionality shall provide the capability for PSAP managers to establish and manage call taker groups affecting their PSAP and provide system administrators with the same capability system wide.

The system shall allow an automatic call distribution type of functionality to dynamically change call processing based on local policy rules.

Respondents shall provide clear and concise descriptions of their ACD functionality.

5.11 PSAP EQUIPMENT

The Respondent shall be responsible for all hardware and labor required to install the functioning system at each PSAP site, including but not limited to wiring, cabling, workstations, monitors, printers, power distribution strips, back room equipment such as Local Area Network switches, and other components as may be required and as needed to interconnect to the CPSSDN.

The Respondent may assume typical office environmental factors, such as a standard 15A 115 V electrical receptacle at each answering position, a 30 amp 115V back room circuit, adequate air conditioning capacity for an office environment with desktop computers, and an adequate back room ground bus. UPS power will be supplied by the state at each site.

In any case the selected contractor is responsible for conducting their own site surveys at their own discretion, cost, and risk, and promptly pointing out environmental inadequacies or limitations so that such problems may be promptly remedied without risk to the project schedule.

Space is a great concern to the state, particularly at the call taker positions. Proposals that minimize the equipment "foot print" at the call taker position will receive more favorable evaluation scores in this category than proposals requiring more space at the answering position. Contractors should consider strategies such as using smaller diskless and fanless desktop computers, utilizing small Keyboard, Video and Mouse (KVM) devices to re-locate the desktop computer into a back room rack, and/or virtualizing the desktop computers on a backroom server in order to minimize both the desktop and the backroom space requirements of the system. Of course, system cost is a large part of the final proposal evaluation process also, so proposals must strive to reduce the call taker position footprint as much as is economically reasonable.

For all but the largest PSAPs or sites, the backroom equipment should fit comfortably in a single full-height rack. A special concern is the space requirements during the installation of the new system and before the old call-taking system can be removed. Collaboration, negotiation, and agreement with local site authorities shall be required. Some sites may require pre-wiring and pre-staging equipment prior to cutover, with equipment being relocated during the actual site cutover. Respondents must allow for such potential added labor costs in their proposals at their own risk.

Responses shall include an equipment list with the make, model, and quantities for the hardware components required for three hundred and thirty (330) 9-1-1 answering stations at the one hundred and six (106) PSAPs, four (4) Connecticut State Police secondary answering points and OSET, a total of one hundred eleven (111) locations.

Favorable evaluation scoring will be given for systems that have the following characteristics

**State of Connecticut, Department of Administrative Services
Request for Proposals - Next Generation 9-1-1 Emergency Telecommunications System**

1. All desktop hardware should be capable of supporting up to four monitors and have a minimum resolution of 1280 x 1024. The contractor shall offer a range of compatible monitors.
2. All trackballs or mice provided as required for operation of the system should be hard wired.
3. All servers and workstations clients (except any thin client workstations) should be EIA 310D rack mountable with universal square hole rails.
4. System workstations should function as complete call taking positions without requiring separate telephone handset/instrument.
5. Regardless of the solution proposed, the system shall allow disaster recover functionality without requiring a telephone handset/instrument.
6. The system shall support expansion to a minimum of 500 concurrent active call taker positions.

5.12 9-1-1 CALL HANDLING SOFTWARE APPLICATION

Contractor shall provide list(s) of all applications/modules to be loaded on workstations, providing the total number per application, software version and/or assignments.

5.12.1 LOGIN

The system shall provide workstation features and functionality directly associated with user logins, so as to facilitate user login at any workstation or PSAP within the CPSSDN. User login shall not require a reboot or restart of software.

5.12.2 CALL INDICATORS

The system shall indicate incoming emergency and non-emergency calls by both audible and visual means.

The system shall cause emergency calls to provide a different audible and visual signal than the signal for non-emergency calls.

The system shall provide a unique display that identifies each abandoned 9-1-1 call.

5.12.3 CALL LOCATION INFORMATION

- a) The system shall provide a call location information display format that shall be capable of displaying a minimum of 1000 characters of location data.
- b) The system shall display the call location information data corresponding to the emergency call being processed.
- c) The system shall provide the ability to clear the call location information and print a hard copy of the call location information.

**State of Connecticut, Department of Administrative Services
Request for Proposals - Next Generation 9-1-1 Emergency Telecommunications System**

- d) The system shall provide the ability to redisplay the call location information of the last 100 calls received in the previous two hours.
- e) The proposal shall describe the capability of the system to provide to the call answering position a display of the date and time of previous 9-1-1 calls placed from the current telephone number and/or the current call location within the last three years, and if this display includes any comments saved to the auxiliary information/comment fields for that location data record.
- f) The system shall allow for the manual repeat or rebid of call location information by the action of a single key or mouse click. The proposal shall describe the capability of system to initiate an automatic rebid of call location information for wireless E9-1-1 calls, and if this capability includes Carrier-specific programmable time thresholds for the initiation of automatic rebids.
- g) The system shall display a call back telephone number and location-based information for abandoned 9-1-1 calls received at the PSAP.
- h) The system shall provide the ability to change the Call Location Information that is displayed when a call is placed on hold and display the Call Location Information of the new call when it is answered.

5.12.4 CALL MANAGEMENT INFORMATION APPLICATION

- a) The system shall provide a Call Management Information Application that will track the incoming calls and provide the PSAP management personnel with real time information and strategic management reports.
- b) The system shall provide detailed call data, statistical information database communications, and call taker performance. Statistics provided shall include, but not be limited to: number of total calls received; number of abandoned calls; number of calls on a call source basis (e.g., wire-line, wireless, VoIP, etc.); number of calls transferred; number of calls on a per position basis; Average time to answer; average length of call; average hold time; number of calls with no ANI; hourly call records; and ALI database communications and records statistics that include the number of times no ALI record was found, the number of ALI errors, number of unanswered ALI requests. In addition to these required reports, the system shall provide the ability to create user-defined statistical reports, based upon appropriate administrative privileges.
- c) The system shall allow administrative access to all 9-1-1 call data and reports from as determined by policy rules. Any application and hardware required to access data and reports shall be provided for installation at a location to be determined by the State.

5.12.5 AUDIO PLAYBACK

The system shall provide for immediate playback of the audio portion of the last 20 minutes of the last calls received.

5.12.6 MANUAL QUERY

The system shall provide for a manual query of the location data base based upon the calling telephone number, or ANI. Manual queries based on address shall be provided in a Part B-2 solution. The system shall provide electronic forms for the reporting of manual queries to the State that can be programmed to require completion of the form before a manual query can be performed.

5.12.7 TIME SYNCHRONIZATION

The system shall be capable of synchronizing to network master clock source(s) using Network Time Protocol (NTP) V3 as defined by IETF RFC 1305.

5.12.8 COMPUTER AIDED DISPATCH (CAD) INTERFACE

The system shall provide multiple CAD interfaces in accordance with NENA standards for all call location information data. The system shall provide the capability to transmit call location information to CAD on demand.

5.12.9 ADDITIONAL DATA

The system shall support the display additional data associated with the call based on policy rules.

The proposal shall describe the system's capability to support queries of additional data associated with the call from other internal and external systems, such as SIP messages, SIP header, call detail record data, floor plans, medical records data, and other data sources.

The system shall provide an additional data field that shall hold a minimum of 512 characters of telecommunicator-entered data, linked to the calling subscriber number. This field shall be scrollable, if necessary, and shall display a minimum of 80 characters per line. This field may be a pop up window, in which case a symbol will flash on the E9-1-1 display if data has been entered in this field. Opening the pop up window shall require not more than a single "click" or button press. The system shall automatically display the additional information when the associated Call Location Information is displayed.

5.12.10 EXTERNAL DATABASES

Proposers shall discuss their positions concerning the use of web browsers and foreign applications on the call taker's workstations. For example, may the web browser be used to browse to external servers containing external databases, such as GIS systems, EMD and Hazardous Materials database, etc., assuming these web servers are connected to the ESInet via some secure method. The discussion should also discuss external systems that might require their own specific software to be loaded on the call taker workstation, such as National Criminal Information Center (NCIC)/Connecticut On-Line Law Enforcement Communication Teleprocessing (COLLECT) terminal programs.

The discussion should also mention any Application Program Interfaces (APIs) or other "hooks" that would permit an authorized third party developer to capture data from or otherwise interact with the 9-1-1 Call Answering System to automatically initiate queries into external databases, etc.

5.12.11 TELEPHONE FUNCTIONS

- a) The system shall display a time on hold alert after predetermined number of seconds. This should display to the telecommunicator placing it on hold and/or the appropriate supervisor, based on local policy rules.
- b) The system shall be capable of providing an audible warning when a call remains unanswered after a predefined number of seconds, as defined in local policy rules.

**State of Connecticut, Department of Administrative Services
Request for Proposals - Next Generation 9-1-1 Emergency Telecommunications System**

- c) The system shall provide a visual indication, at the original PSAP, that calls are overflowing. The system shall provide a visual indication at the designated overflow PSAPs or the alternate locations that they are now receiving overflow calls from the original PSAP with identification of the original PSAP.
- d) The system shall provide the capability for automatic call back of all received telephone numbers utilizing a single key click or button press.

5.12.12 SYSTEM ALARMS

System alarms shall be both audible and visible to PSAP personnel while working at their normal answering positions. The audio portion of the alarm may be switched to a silent mode so that dispatch center operation is not disrupted, but the visual indication shall remain on as long as the trouble condition exists. System alarms annunciating a different condition than the original alarm condition that was silenced will again cause the audible system alarm to sound.

When the alarm condition has been cleared and the audible alarm switch is in the silent position, the trouble indicator will stay on and the audible alarm shall activate and stay on until the alarm switch is returned to the normal position at which time the audible alarm will be silenced and the trouble light will go off.

5.12.13 TDD/TTY FUNCTIONALITY

- a) The system shall provide integrated TDD/TTY features at every workstation position. TDD/TTY calls shall have the same functionality as voice calls and TDD/TTY detection shall be automatic. The entire conversation shall be logged and easily retrieved.
- b) The system shall accommodate a minimum of eight (8) pre-programmed messages for TDD/TTY communications. The minimum capacity for each message shall be at least 32 characters. Transmitting a pre-programmed message shall require depressing no more than three keys or buttons. The system shall automatically transmit a pre-programmed greeting message utilizing Baudot upon detection of TTY call.
- c) The system shall allow for pre-programmed TTY/TDD messages to be changed at each position with password protection.
- d) A means shall be provided for the telecommunicator to interrogate a silent call. When the silent call interrogation is initiated, the call handling application shall attempt to communicate in ASCII format at all standard speeds and shall send the preprogrammed greeting in ASCII if successful. If unable to communicate in ASCII, the call handling application shall send the greeting message in Baudot.

5.12.14 CALL CONFERENCE, MONITOR, AND BARGE-IN CAPABILITY

- a) The system shall allow two (2) or more telecommunicators or supervisors to pick up on the same call, participate in the conversation and receive ANI location data at their position. This feature shall be able to be turned off by the PSAP manager if desired.
- b) The system shall provide Silent Barge-in capability to allow one or more workstations to participate in an ongoing call without any audio indication that another workstation has joined in the call.

**State of Connecticut, Department of Administrative Services
Request for Proposals - Next Generation 9-1-1 Emergency Telecommunications System**

- c) The system shall provide the capability for one or more workstations to monitor an ongoing 911 call.
- d) The system shall provide a visual indicator when the active call is being monitored or when the silent barge-in feature has been activated. This feature shall be capable of being disabled by the PSAP manager if desired.

5.12.15 REPORTING GIS LOCATION DATABASE DISCREPANCIES

The system shall provide the capability to the PSAP to report discrepancies found in the ALI Location Database to the State through the submission of an electronic form via the 9-1-1 workstation.

5.13 GIS / Mapping

- a) The system shall provide a map display at each 9-1-1 workstation. The map displayed by the system shall be based on the map that is maintained by the State of Connecticut.
- b) The map shall display the location of a 9-1-1 call received based on street address or latitude/longitude. Optional: The map displays the Z coordinate.
- c) The system shall display phase 2 wireless data and provide a phase 1 coverage cone in the event that phase 2 data is unavailable. The map shall track 9-1-1 caller location changes generated by either an automatic or manual rebid of ALI.
- d) The system map display shall project all GIS data in North American Datum 1983, State Plane Connecticut, Feet System map display shall be able to re-project GIS data "on-the-fly" that is not North American Datum 1983, State Plane Connecticut, Feet System map display shall be modifiable (if necessary) to handle any future projections adopted by the State.
- e) The system shall provide the capability to add map layers system-wide when the State determines that additional layers will be required.
- f) The system shall provide the capability to add PSAP map layers which will contain information specific to the area of responsibility of a particular PSAP, maintained by that PSAP.
- g) The system shall be capable of geo-coding using ESRI-based geo-coders/address locators (e.g., U.S. streets with zone, U.S. streets with Zip, Composite, etc.)
- h) The system shall provide the capability to provide call location based upon composite geo-coding.
- i) The system shall be capable of locating 911 calls using address ranges from street centerlines or "absolute" addresses using address points.
- j) The system shall provide the capability to locate addresses manually using street address, latitude/longitude, landmark, or a linear referencing system.
- k) The system shall provide the capability to display the emergency responders for a given location.
- l) The system shall allow the user to print or export an image of the map screen.
- m) The system shall provide the capability to search the 911 data bases based on user defined characteristics.

**State of Connecticut, Department of Administrative Services
Request for Proposals - Next Generation 9-1-1 Emergency Telecommunications System**

- n) The system shall allow the user log street and address errors, including a map image of the error.
- o) The system shall allow the user to measure areas (e.g., polygons, circles) on the GIS map display, measured in square feet, acres, and square miles.
- p) The system shall allow the user to measure distances on the GIS map display in feet or miles; either straight line or by following a path.
- q) The system shall be capable of displaying and manipulating imagery (e.g., orthophotography, oblique imagery, etc).
- r) The system shall provide capability for the State or designee to update and maintain GIS data. Any software provided to enable this capability shall integrate with ESRI software.
- s) The system shall allow the user to log street and address errors, including a map image of the error
- t) The system shall provide the capability to perform transactional updates to GIS data.
- u) The system shall be capable of "using" GIS web services, including ESRI based web services, for call location and mapping.
- v) The system shall provide the capability for the State to make changes to the GIS data fields and schema, based upon administrative privileges.

5.14 INTEGRATION OF PSAP ADMINISTRATIVE TELEPHONE LINES

The system shall provide the ability to receive and originate administrative calls over ten digit telephone lines that can be either remotely terminated at another ESnet site or that have been terminated at the PSAP location.

The Contractor shall coordinate with the administrative telephony system providers for each PSAP in order to accomplish the integration of non-911 circuits into the PSAP 911 workstations.

5.15 NIEM COMPLIANT INTERFACES

The contractor shall describe the present and projected availability of National Information Exchange Model (NIEM) interfaces for CAD systems and for the exchange of information with emergency responders.

5.16 DISPLAY OF DISABILITY INFORMATION

The system shall display disability information approved by the State for display with call location information to the telecommunicator.

5.17 HEADSETS

The system will provide a four-wire audio interface which includes positive off-hook indication (e.g., “Motorola interface”) for each position. Headsets shall be provided for each workstation and associated telecommunicators. Type one will connect directly to the PC audio interface provided. Type two will connect via a 6-wire, “310 connector”, and supervisor jack. Choice is PSAP-by-PSAP. The state will purchase one headset per equipped position; PSAPs will be allowed to purchase additional headsets as they require, from this procurement.

5.18 LOCAL LOGGING RECORDER INTERFACE

The system shall provide a local recorder interface for 911 audio on a per-position basis. The system shall provide the ability to interface with both analog and digital logging recorders.

The system shall provide the capability to optionally generate an outward "beep" tone on selected audio call sources at fifteen second intervals.

5.19 VOICE QUALITY STANDARDS

The IP-based 9-1-1 Call Answering System provides voice communications channels from the ingress demarcation point to the human call taker. These voice communications channels shall obtain a Mean Opinion Score (MOS) of 4 or higher per International Telecommunications Union (ITU) publication P.862. Talker echo over these channels shall not exceed “acceptable” level per ITU G.131.

The mean opinion score (MOS) provides a numerical indication of the perceived quality of received media after compression and/or transmission. The MOS is expressed as a single number in the range 1 to 5, where 1 is lowest perceived audio quality, and 5 is the highest perceived audio quality.

MOS	Quality	Impairment
5	<i>Excellent</i>	<i>Imperceptible</i>
4	<i>Good</i>	<i>Perceptible but not annoying</i>
3	<i>Fair</i>	<i>Slightly annoying</i>
2	<i>Poor</i>	<i>Annoying</i>
1	<i>Bad</i>	<i>Very annoying</i>

The contractor shall describe the methodology to be used to accomplish this measurement. As a point of reference, “toll grade” public telephone services generally receive MOS scores near 4, while typical cellular telephones average MOS scores of approximately 2.8. Scores below 2 imply impaired communications, with a score of 1 being practically unusable for communications.

5.20 AUDIO CALL BRIDGING / TRANSFER CAPABILITIES.

The IP-based 9-1-1 Call Answering System shall be fully capable of call conferences and transfers within and across the entire system, between any and all call taker groups, and/or to external POTS telephone lines. Transfers and conferences to parties within the System must also copy call data, including location data, to all parties participating in the call. The call transfer process shall be a “conference” type of transfer, meaning voice channels remain connected during the transfer process, except perhaps for brief

**State of Connecticut, Department of Administrative Services
Request for Proposals - Next Generation 9-1-1 Emergency Telecommunications System**

(defined as sub-second) interruptions when audio path switching operations must occur. Adding parties to a conference shall not significantly impact the audio quality or audio levels as perceived by the parties involved.

Contractors shall clearly describe the call transfer and conference capabilities of their proposed system in several scenarios, such as the capability to mute the 9-1-1 caller, conduct private conferences that the caller cannot hear, to have various parties drop out or add on to the conference, maximum number of parties in a conference, and limitations of the system.

A brief technical description of how the system accomplishes these functions shall be provided, particularly addressing the design questions regarding whether all calls traverse conference bridges at all times, or if calls are moved to a bridge on demand, is also requested.

5.21 MONITORING OF THE IP-BASED 9-1-1 CALL ANSWERING SYSTEM.

The contractor shall provide full-time monitoring of the system and its operation, with Level 2 or higher support included. Respondents shall provide a description of the NOC they propose to use, with a complete description of the capabilities that will provide.

5.22 USER TRAINING AND ADMINISTRATOR TRAINING OPTIONS

User Training and Administrator Training programs will be provided for the system. User training shall be a minimum 4 hours in length and be conducted at locations within the State of Connecticut to be determined by DPS. Administrator training shall be a minimum 6 hours in length and be conducted at a central location within the State of Connecticut. All training documentation shall be provided prior to any PSAP installation. The Contractor must provide cost information for each training option. The State of Connecticut reserves the right to choose one or more options.

5.22.1 Training Option 1

Just In Time Training: Contractor shall provide training to PSAP no less than three days prior to installation of new software platform at each PSAP. Sufficient training classes at each PSAP will be provided to ensure that personnel from all shifts can be trained (no less than 2 classes will be conducted at each PSAP). Contractor will be responsible for providing AV equipment and sufficient equipment to conduct hands on training for all PSAP personnel. Training will be conducted in a training room outside of the active PSAP area of the answering point.

5.22.2 Training Option 2

Regional Training Offsite from PSAPs: Contractor will provide training classes in dedicated classrooms offsite from the PSAPs. Sufficient classes will be conducted to ensure that all PSAP personnel are trained prior to the installation and activation of the new software platform. No less than 60 classes of 25 students each will be conducted. Contractor will provide for no less than two concurrent classes during the installation and activation period. Contractor will be responsible for providing AV equipment and sufficient equipment to conduct hands on training in the classroom. Classrooms will be provided by the State.

5.22.3 Training Option 3

Train the Trainer: Contractor will provide training classes in dedicated classrooms offsite from the PSAPs. Sufficient classes will be conducted to ensure that representatives from each PSAP are trained as trainers prior to the installation and activation of the new software platform. Sufficient training will be provided to ensure that trained trainers can successfully train their respective PSAP call takers and dispatchers. On line and phone based help desk services must be provided to ensure that all trainers can resolve training questions and problems. No less than 8 classes of 25 students each will be conducted. Contractor will be responsible for providing AV equipment and sufficient equipment to conduct hands on training for trainers in the classroom. Classrooms will be provided by the State.

5.22.4 Training Option 4

Self Paced On-Line or CD-Based Training: Contractor will provide the capability for all users to utilize on line or CD based self paced training. Sufficient capability or number of CDs must be provided to ensure that all training can be acquired prior to the installation and activation of the software platform. On line and phone based help desk services must be provided to ensure that all users can resolve training questions and problems.

6.0 LNG / NG9-1-1 SERVICES

This section contains the requirements for Part B.

Part B is for one of two options: 1) a Legacy Network Gateway (LNG), or 2) a complete set of NENA i3 compliant NG9-1-1 services.

The interface between Part A and Part B shall utilize standard SIP signaling and SIP location conveyance protocols as specified in NENA document 08-003, Detailed Functional and Interface Specification for the NENA i3 Solution.

Respondents submitting proposals for Part B may submit proposals for either Option B-1, the LNG, or for Option B-2, the complete set of NG9-1-1 services, or both. However, if any award is proffered only one of these two options will be awarded as an action arising from this RFP. The selection of Option B-1 or Option B-2 will be at the sole discretion of the State of Connecticut and may be decided based on factors such as funds availability, regardless of the relative scoring of the highest B-1 and B-2 proposals.

The following requirements are common to both options, unless labeled B-1 or B-2. Requirements labeled B-1 or B-2 apply only to that specific option.

Responders to this RFP must explain how the proposed system shall meet the requirements in Sections 6.1 through 6.16. ***A response of “Agree” or “Comply” without a detailed explanation shall be viewed as an incomplete response.***

6.1 NETWORK REQUIREMENTS

All 9-1-1 circuit-switched voice and signaling received from the Selective Routers or from non-IP-based call originating networks shall be converted into Session Initiation Protocol (SIP) and Voice-over-IP (VoIP), and shall comply with NENA i3 specifications. These i3 format emergency calls shall then be delivered to the IP-based 9-1-1 Call Answering System that is the subject of Part A of this RFP.

The contractor shall locate at least two Tier IV data centers which comply with TIA 942, “Telecommunications Infrastructure Standard for Data Centers”, Revision 5 (2010), Appendix “G” at locations within the State of Connecticut, for the purpose of housing the LNG(s) and/or the NG9-1-1 services as described in this Part.

The Part B contractor shall manage the interconnection of emergency call originating networks to the Legacy Network Gateway and/or the NG9-1-1 Services. This management includes stating the terms, conditions, procedures, and processes for interconnection and exchange of information between the other carrier’s networks and systems and the Part B contractor’s networks and systems. Such terms and conditions shall be established with the advice and consent of the Department. Unless the parties otherwise agree such terms, conditions, procedures, or processes shall follow applicable Connecticut Public Utilities Regulatory Authority telecom rules and practices, NENA recommended practices, and applicable US telecommunications law. The terms, conditions, procedures, or processes shall not impose onerous requirements on other network operators. The Part B contractor shall negotiate any agreements between the interconnecting companies as may be required by law.

For Option B-1 the management of emergency call origination network interconnection includes the ordering of emergency trunks from the existing AT&T tandems to the LNG(s) in compliance with the requirements of this RFC. For Option B-2 and in general, this includes the provisioning of interfaces to

**State of Connecticut, Department of Administrative Services
Request for Proposals - Next Generation 9-1-1 Emergency Telecommunications System**

which emergency call originating network operators may connect in order to accomplish 9-1-1 call delivery which meets the quality and reliability requirements of this RFP. Examples of such interfaces would be the means to perform the timely exchange of information such as legacy ALI database updates, exchange of monitoring/trouble ticket statuses, trunk connections to the Legacy Network Gateway, and IP connections to Border Control Functions. This list of examples is not exhaustive. The Part B contractor is expected to work closely with emergency call origination network operators and to cooperate fully with them in order to accomplish successful migration of emergency calls to the LNG and/or to NG9-1-1 call delivery system, as applicable.

The Part A – Part B demarcation points (ingress to Part A) are physically one Gigabit Ethernet connections located at two or more CPSSDN Aggregation Point sites. The Part B Contractor shall establish physically diverse IP connections to these sites of sufficient bandwidth and quality to meet the requirements of this RFP.

As explained below, calls presented to the Part A – Part B demarcation point for delivery to a PSAP shall be addressed, via the SIP URI (Universal Resource Identifier) to the correct destination PSAP or call taker group. That is, all calls traversing the demarcation point will have been already routed to the destination PSAP, in that the destination PSAP or telecommunicator group has been identified. The call will then be transported to the destination via IP over the CPSSDN network to the telecommunicator.

The contractor for Part B shall insure that any internal IP network(s) provisioned in the course of fulfilling the requirements of this section are secure, are not directly accessible from the public Internet, and are protected against malware and malicious attack.

It should be noted that fulfilling the requirements of this Part may require interconnection with various emergency call origination networks, particularly for Option B-2. These call origination networks may include service providers who will deliver emergency calls to the Aggregation Sites via IP connections, and may eventually include emergency calls delivered via the public Internet itself. It shall be the responsibility of the contractor for Part B to provide firewalls, session border controllers (SBCs), security appliances, and to take additional protective measures to insure the security of the functions required in section 6 of this RFP.

The contractor for this Part shall be responsible to insure that malicious software or activities are blocked from entering the IP-based 9-1-1 Call Answering System across the Part A – Part B demarcation.

For either option, legacy 9-1-1 calls entering the system at the LNG will require queries to the legacy AT&T ALI Data Management System. The legacy ALI system shall be utilized to obtain location information for legacy 9-1-1 calls. The contractor shall arrange the installation of redundant legacy ALI connections at each data center with AT&T.

Option B-1:

The 9-1-1 Selective Routers located at AT&T 5ESS facilities in New Britain and Norwalk Connecticut will be utilized to deliver 9-1-1 calls from LEC, CLEC, Wireless Carriers, and i2 compliant VoIP telecommunication providers to the Part B contractor's data centers.

The 9-1-1 connections to the data centers shall be ISDN PRI, ISDN BRI, or SS7 ISUP trunks, or by other mutually satisfactory arrangements with AT&T, for which the call setup time must not be longer than with the present ISDN BRI trunks. For this reason the use of analog trunks and/or CAMA signaling is not permitted.

**State of Connecticut, Department of Administrative Services
Request for Proposals - Next Generation 9-1-1 Emergency Telecommunications System**

For each call the LNG shall query the legacy ALI system with the ANI (calling number) or pANI received with the call, and the LNG shall convert the ALI response into the Presence Information Data Format-Location Object (PDIF-LO, see IETF RFC-4119 and subsequent updates). The LNG utilizes the PDIF-LO in the NENA i3 compliant SIP signaling to the ingress demarcation of the IP-based 9-1-1 Call Answering system that is the subject of Part A.

The LNG shall forward all traffic arriving on each specific trunk to the SIP URI (Universal Resource Identifier) of the PSAP associated with that trunk or alternative arrangements as may be agreed upon between the B-1 provider and AT&T. That is, the LNG does not perform call routing, that function remains in the legacy selective routers. The LNG simply provides protocol conversion on a trunk-by-trunk basis.

The LNG shall faithfully convert signaling between the legacy trunk and SIP, in such a way as to preserve overall functionality of the resulting end-to-end 9-1-1 system. So, for example, if the LNG receives a "SIP 303 Busy Here" message back from the ESInet in response to a call setup attempt, it must generate the corresponding busy signal back on the trunk towards the selective router. The selective router can then invoke the call overflow scheme in the selective router and attempt to deliver the call to the alternate PSAP.

The B-1 option shall provide a means to transfer calls from the IP network back to legacy (unconverted PSAPs) during the migration period. For example, a solution would be for the LNG to be able to signal the 5E with "star" codes so that the 5E can perform the transfer.

Option B-2:

This option deploys the location-based Emergency Call Routing Function (ECRF) of NG9-1-1, the Emergency Services Routing Proxy (ESRP), the Location Verification Function (LVF), the Policy Routing Function (PRF), Border Controllers (security devices) as needed, and LNGs (Legacy Network Gateways, as needed), along with monitoring, management, and security functions. These services, together with Part A, will provide Connecticut with a complete NG9-1-1 deployment.

The 9-1-1 selective routers located at AT&T 5ESS facilities in New Britain and Norwalk, Connecticut will not be utilized as selective routers in this Option. Note: AT&T may chose, at its own discretion and expense, to continue to operate these switches as 9-1-1 trunk Aggregation Sites for legacy call originating networks, but no other 9-1-1 functions would remain in these switches once deployment of Option B-2 is complete.

The legacy ALI Location Data Management System will remain only to provide location information for wire-line telephones in legacy networks. If, in the future, Connecticut requires calls to be delivered to the NG9-1-1 system only in NENA i3 compliant formats, then the operation of the legacy ALI system eventually becomes the responsibility of the operator(s) of the call originating networks which the ALI system serves, until or unless these operators devise some alternative method of delivering emergency calls with location information to the ESInet.

The state anticipates and may require that all emergency call originating networks will connect to the two Aggregation Sites in order to interconnect to the Connecticut NG9-1-1 system. It is further expected that most or all of the NG9-1-1 services will reside on server hardware located at these aggregation sites. Emergency calls then utilize the IP infrastructure of the CPSSDN to transmit voice (and eventually, other media) to the PSAPs, together with location data and other available call-associated information in support of the emergency response.

**State of Connecticut, Department of Administrative Services
Request for Proposals - Next Generation 9-1-1 Emergency Telecommunications System**

The ECRF function of NG9-1-1 requires the development and maintenance of a GIS database that contains the jurisdictional boundaries of the PSAP, fire, police, EMS, and other emergency responders in the state. This GIS system must also accurately plot or geocode the civic (street) address for all addresses that reside in the ALI system. The development and maintenance of the data in the NG9-1-1 GIS system is not the responsibility of the Option B-2 contractor. However, the Option B-2 contractor shall be required to house copies of this database on elements of the proposed system. The contractor shall establish a working relationship and data exchange processes with the state authorities responsible for maintaining the NG9-1-1 GIS system, utilizing industry standard and open GIS protocols

6.2 SYSTEM INTEGRATOR

Any system proposed under this option requires that an entity serve as a System Integrator for the LNG or NG9-1-1 Services system, including the Emergency Call Routing Function, GIS Location Data Management Centers, Connecting Facilities, interconnection with IP-based 9-1-1 Call Answering Systems, system monitoring, and maintenance and repair of the components and services established under the requirements of this Section (Section 6.)

The System Integrator shall be clearly identified and shall function as the single point of contact for all system issues during the deployment phase of this procurement.

6.3 SYSTEM AVAILABILITY AND RELIABILITY

This section applies only to components and services supplied by the Contractor under this RFP and not to the CSSPDN.

- a) The system shall be engineered to maintain a minimum of five-nine (99.999%) availability to deliver calls to the ingress demarcation of the IP-based 9-1-1 Call Answering System. Note that with respect to Option B-1, the present AT&T selective routers operate redundantly. In the event of the failure of a trunk group from one selective router, subsequent calls should be presented from the other selective router. The five-nine requirement does not apply to each and every specific trunk or gateway device, but shall apply to the system overall.
- b) The contractor shall work with the network operators to obtain a grade of service such that no greater than one (1) call per five hundred (500) calls received during the average busy hour of the busiest four (4) consecutive weeks of the preceding fifty-five (55) weeks shall encounter a busy condition. With respect to Option B-2, redundant and diverse connections may be required for call originating network interconnections to the NG9-1-1 Services and ESInet.
- c) At the NENA i3 demarcation the contractor of the IP-based 9-1-1 Call Answering System may provide two (or more) IP addresses to which calls can be presented for delivery to the PSAP. In this scenario the supplied LNG or NG9-1-1 services must be able to fail over to an alternate SIP IP address in the event that the IP-based 9-1-1 Call Answering System does not respond, or does not respond appropriately, to the initial SIP INVITE.
- d) All measurements for compliance with this section shall be based upon the calendar year.

**State of Connecticut, Department of Administrative Services
Request for Proposals - Next Generation 9-1-1 Emergency Telecommunications System**

- e) Respondents shall provide a brief narrative and/or diagrams that explain how high availability is achieved. This explanation shall distinguish between hot-standby-failover type systems and redundant load-balancing type systems. Load-balancing type solutions may receive more favorable treatment during proposal evaluation scoring.

6.4 IPV6 CAPABILITY

Any systems proposed as a component of a Part B solution shall be IPv6 capable, or any and all limitations on IPv6 capability shall be disclosed. If the selected Part A and Part B systems are fully IPv6 capable, Connecticut may, at its option, choose to deploy the entire system (Part A and Part B) utilizing IPv6. Respondents should list additional IPv6 costs, if any, as an option.

6.5 CONVERSION OF CIRCUIT-SWITCHED VOICE AND SIGNALING TO IP

All 9-1-1 circuit-switched voice and signaling received from the TSP's shall be converted into IP (SIP) at the CPSSDN Aggregation Sites. These conversions are performed by Legacy Network Gateway(s) LNG(s).

A Protocol Interworking Function (PIF) (see NENA 08-003) is a sub-function of an LNG. The PIF shall convert ISDN or Signaling System 7 (SS7) 9-1-1 trunks to SIP.

A Location Interworking Function (LIF) is a sub-function of an LNG. The LIF is responsible for taking the appropriate information from the incoming signaling (i.e., calling number/ANI, ESRD, ESRK, ESQK, cell site/sector) and using it to acquire location information from the legacy ALI system, and to convert the location into PIDF-LO format.

A Network Interworking Function (NIF) is a sub-function of an LNG that combines the SIP messages of the PIF and the location information of the LIF to form complete SIP location conveyance messages that comply with NENA i3 (08-003) requirements.

LNGs that create location-by-value SIP messages (PDIF-LOs embedded in SIP messages) may receive more favorable treatment during proposal evaluation scoring than LNGs that create location-by-reference SIP messages.

In any case, the LNG must support rebids (re-queries) of location information, either with SIP UPDATE methods (for location-by-value) or alternately via an LIS server (for location-by-reference. See 6.13 below for LIS server requirements.

The proposer must provide a clear and concise description of the proposed LNGs.

The LNG is critical to the reliable operation of the system. The description shall explain how high availability is obtained. This explanation shall distinguish between hot-standby-failover type systems and redundant load-balancing type systems. Load-balancing type solutions may receive more favorable treatment during proposal evaluation scoring.

Proposals shall include a plan to permit an IP 9-1-1 PSAP to receive 9-1-1 and administrative calls from legacy PSAPs and to transfer 9-1-1 and administrative calls to legacy PSAPs during the transition phase of the project. The selected contractor shall be responsible for providing and provisioning ports, gateways, or other equipment required to satisfy this requirement. See Section 10.4 in this attachment for the Implementation Plan.

6.6 BORDER CONTROL FUNCTION

The system shall provide a Border Control Function (BCF). The BCF provides a secure entry into the CPSSDN for emergency calls presented to the network. The BCF incorporates firewall, admission control, and may include anchoring of session and media as well as other security mechanisms to prevent deliberate or malicious attacks on PSAPs or other entities connected to the CPSSDN. For Option B-1, the BCF may be intrinsic in the PIF. For Option B-2, the BCF shall provide secure entry for calls presented via external IP networks.

6.7 EMERGENCY CALL ROUTING FUNCTION (ECRF)

The ECRF is not applicable to Option B-1 Proposals.

Option B-2 Proposals shall provide an Emergency Call Routing Function (ECRF). The ECRF must implement the Location-to-Service-Translation protocol of RFC-5222.

The ECRF shall receive both location information (either civic address or geo-coordinates) and service request type as part of a LoST query and use this information to provide a SIP URI as the LoST response. The SIP URI can be used to route an emergency call toward the appropriate destination. The SIP URI response will typically identify the PSAP, emergency service provider, or a next-hop Emergency Services Routing Proxy (ESRP).

The ECRF utilizes the state-provided NG9-1-1 GIS database. This GIS database is used to route a call to the correct PSAP, and may also be used to subsequently route the call to the correct responder, e.g., to support selective transfer capabilities. Records in this database shall be capable of being updated automatically by the department.

Proposals shall include a description of the ECRF and highlight its features and capabilities. Particular attention should be given to the protocols and standards for importing and exporting GIS data. Also, the reporting / logging capabilities of the ECRF should be explained.

The ECRF shall be physically diverse.

The ECRF is critical to the reliable operation of an Option B-2 system. The description shall explain how high availability is obtained. This explanation shall distinguish between hot-standby-failover type systems and redundant load-balancing type systems. Load-balancing type solutions may receive more favorable treatment during proposal evaluation scoring.

6.8 POLICY ROUTING FUNCTION (PRF)

The PRF is not applicable to Option B-1 Proposals.

Option B-2 system proposals shall provide a Policy Routing Function (PRF). This PRF applies techniques to determine alternate routing based on policy information associated with the destination PSAP or the incoming call. 9-1-1 calls shall be routed to the appropriate PSAP via the CPSSDN based on policy rules. The system shall provide the State with the capability to dynamically modify policy rules as appropriate.

**State of Connecticut, Department of Administrative Services
Request for Proposals - Next Generation 9-1-1 Emergency Telecommunications System**

The PRF shall provide support for manual, automatic or dynamic Call Congestion Control (reroute, overflow, disaster routing, etc.). The PRF shall permit authorized personnel to make policy routing database changes over the CPSSDN network. All RFP database changes shall be logged.

The PRF may use state knowledge, such as PSAP registration state or time of day and the policy for a PSAP to make a route determination. The PRF may be a subcomponent of the Emergency Services Routing Proxy. Respondents shall provide brief explaining of how the PRF is deployed in their proposals.

6.9 EMERGENCY SERVICES ROUTING PROXY (ESRP)

The ESRP is not applicable to Option B-1 Proposals.

Option B-2 systems shall provide an Emergency Services Routing Proxy (ESRP). The ESRP is a SIP proxy server that selects the next hop routing within the CPSSDN. For emergency calls, the ESRP shall query the ECRF via the LoST protocol, and query the PRF, to determine the destination based on location and policy.

Proposals shall include a description of the ESRP and highlight its features and capabilities. Particular attention should be given to the reporting / logging capabilities of the ESRP.

The ESRP is critical to the reliable operation of an Option B-2 system. The description shall explain how high availability is obtained. This explanation shall distinguish between hot-standby-failover type systems and redundant load-balancing type systems. Load-balancing type solutions may receive more favorable treatment during proposal evaluation scoring.

6.10 LOCATION INFORMATION SERVER (LIS) FUNCTION

If either an Option B-1 or Option B-2 proposal includes Legacy Network Gateways (LNGs) that perform SIP location conveyance by attaching Location-by-Reference URIs to the SIP methods, then the proposer shall provide a Location Information Server (LIS) Function.

The LIS, if required, shall accept Http-enabled Location Delivery (HELD RFC 5985) queries and return PIDF-LO formatted location responses in accordance with NENA i3 (08-003) requirements.

For this RFP, these legacy locations are obtained by the LIS from the legacy AT&T ALI Data Management System.

Note that for an Option B-2 proposal an IP-based call originating network may deliver location-by-reference calls to the Option B-2 NG9-1-1 services. In this case, the LIS function would be external to the CPSSDN. Such LIS servers are not the responsibility of an Option B-2 contractor, however, access to these external LIS servers would need to be established via the Border Control Function (BCF), and providing such BCF access would be the responsibility of the Option B-2 contractor. Also note that the Option B-2 contractor may establish interconnection requirements with the advice and consent of the state of Connecticut; see 6.1 above.

The LIS shall be considered as an optional requirement for Option B-1 proposals.

6.11 LOCATION VALIDATION FUNCTION (LVF)

The LVF is not applicable to Option B-1 Proposals.

The Option B-2 system shall provide for a Location Validation Function (LVF). The LVF is used to validate location objects against the Geospatial MSAG. Pre-validation of the location information ensures that the calls can be routed to the appropriate PSAP and that emergency services can be dispatched to the correct location.

The LVF shall be accessible by credentialed parties from the public internet, without compromising the CPSSDN or ESInet security. The LVF shall utilize a copy of the same GIS database that is utilized by the ECRF. The Option B-2 contractor shall be responsible for provisioning adequate Internet access to the LVF.

The LVF must keep a log of all users and queries.

6.12 ADMINSTRATOR TRAINING

There shall be administrator training provided for Option B-1 and/or Option B-2 that will provide the Department and PSAPs with any information needed to administer/manage the system. Please explain in detail the training to be provided.

6.13 CENTRALIZED CALL LOGGING RECORDING (OPTIONAL)

The Contractor may propose centralized call logging functionality for all PSAPs. The system would store both delivered call data and captured audio, and allow the retrieval of the information by authorized users at both the system level and at the PSAP. When delivered to the PSAP, it will deliver only the call data associated with that PSAP, and no other.

6.14 CENTRALIZED COMPUTER AIDED DISPATCH (OPTIONAL)

The system may propose centralized computer aided dispatch (CAD) function that may be utilized by all PSAPs.

7.0 SERVICE LEVEL REQUIREMENTS AND MONITORING

7.1 MONITORING – NETWORK OPERATIONS CENTER (NOC)

The NG911 system will require professional monitoring and in-field repair services, help desk and trouble ticket services 24 x 7 x 365, utilizing a Network Operations Center (NOC) to be provided by the Contractor. This NOC will also interface with the CPSSDN NOC in order to coordinate repairs and provide a single point of call for PSAPs. Simple Network Management Protocol (SNMP) used for the management and monitoring of the system shall utilize encryption, verification of message integrity and authentication to provide security for the SNMP system. Traps used shall be exportable to outside monitoring services where and when required by the State of Connecticut, including the interchange with the CPSSDN NOC.

Services to be provided include, but are not limited to:

- Trouble ticket processing
- Prioritization of core service issues handling
- Dispatch and escalation
- Help desk services
- Reports – scheduled, incident, and (for designated incidents) root cause analysis
- Resources, transportation, skill set, certification

Describe the NOC you propose for this project, and provide details about its location, staff, training, SOP process, provisions for Disaster Recovery and redundancy, as well as its location(s), equipment, and software currently in use.

The system shall be monitored to ensure system reliability. The system NOC shall serve as the single point of contact for system affecting issues. Simple Network Management Protocol (SNMP) used for the management and monitoring of the system shall utilize encryption, verification of message integrity and authentication to provide security for the SNMP system. Traps used shall be exportable to outside monitoring services, where required by the State of Connecticut.

7.2 FIELD REPAIR ORGANIZATION STRUCTURE

7.2.1 GENERAL CONTRACTOR REQUIREMENTS

- a) The Contractor shall provide 24 x 7 x 365 service capabilities, including network monitoring and in-field, on-scene diagnosis, repair and replacement capabilities
- b) Describe the proposed in-field maintenance and repair organization for this project. Provide detail regarding the number of personnel assigned, the qualifications of such personnel to perform the stated work, and the number of vehicles required.
- c) The Contractor shall describe their methodology for monitoring the repair process, including time-to-location, time-to-repair, parts used, quality of repair and end-user satisfaction.

**State of Connecticut, Department of Administrative Services
Request for Proposals - Next Generation 9-1-1 Emergency Telecommunications System**

- d) The Contractor shall describe their reporting process for mandatory quarterly metrics. Describe in detail how required information will be captured, which data points and which trends are proposed to be reported. Reports shall include but not be limited to the following; PSAP service visits with description of the problem and the resolution for each; 9-1-1 call volumes based on class of service; Detail on all manual queries to the ALI Database or NG9-1-1 Location Database; 9-1-1 network service affecting failures; PSAP emergency reroutes; and 9-1-1 call transfers (showing originating PSAP and destination PSAP for each transfer) on a PSAP by PSAP basis.

7.2.2 STANDARD AND ENHANCED REPAIR PROPOSALS

The Contractor shall identify in the response to this RFP Standard and enhanced (if available) repair response for negotiation prior to contract award. The Contractor shall be responsible for the maintenance and repair services of all installed equipment during the installation, testing, and first year of the operational phases of this RFP.

7.2.3 RESPONSE TIME

- a) For equipment failures which result in a complete failure, defined as the inability to use, either a 9-1-1 position or any functionality critical to the use of the 9-1-1 system, qualified field response to arrive at the PSAP within two (2) hours, seven (7) days per week, including holidays.
- b) For all other failures, one (1) business day or less.
- c) Contractor shall describe its indemnification to the state for non-compliance with these time requirements.
- d) Contractor shall put forth their best effort to correct any complete failure. In the event that the complete failure is prolonged (defined here as a complete failure which continues more than four hours), the Contractor shall consult with the State's representative(s) regarding alternatives.

8.0 ASSET TRACKING

The Contractor (for Part A) shall remove the existing E9-1-1 system equipment after cutover to the NG911 system is completed, as directed by the Department. The Contractor shall document the equipment removal by recording serial numbers/DPS numbers for asset tracking purposes.

The Contractors shall document all NG9-1-1 system equipment installed by recording serial numbers and the location for each equipment item asset tracking purposes.

9.0 CONTRACTOR REQUIREMENTS

9.1 CONTRACTOR'S ORGANIZATIONAL CAPABILITIES

The Contractor shall provide the names and resumes for the Project Manager they plan to assign to this project, as well as for the Principal Engineer and any other essential personnel who will be assigned to the project as identified in the scope of work prepared by the Contractor in accordance with Section 9.1.

9.2 CONTRACTOR'S PAST PERFORMANCE

The Contractor's successful past performance on similar projects will be considered as a significant indicator of the Contractor's technical competency and capability to complete this project. The Contractor shall submit a list of at least three (3) projects of similar size and complexity that demonstrate the firm's qualifications due to past experience with similar projects. The list shall contain details regarding type of system(s), name(s) of customer(s) to whom the services were provided, dates and periods during which the indicated services were provided, the extent and exact nature of services provided, and whether or not the proposed systems were implemented.

10.0 UNDERSTANDING OF THE SCOPE OF WORK AND IMPLEMENTATION PLAN

10.1 CONTRACTOR'S UNDERSTANDING OF SCOPE OF WORK

The Contractor shall describe in detail its understanding of the project's scope of work and the Contractor's concept of the methodologies used to achieve the results described.

10.2 CONTRACTOR-PROVIDED IMPLEMENTATION PLAN

The Contractor shall provide a detailed implementation plan for each option that it provides a response that will ensure uninterrupted 9-1-1 service to the public during the transition from the existing system.

The implementation plan shall include a PSAP cutover schedule. PSAP cutovers shall be completed by July of 2013. Failure to implement the system by this date shall result in penalties as specified in Section 23 of Attachment 4

For the IP-based 9-1-1 Call Answering System (option one) the implementation plan shall accommodate the current E-911 capabilities the state now obtains from the incumbent contractor. The contractor shall work cooperatively with the provider of the selective router services and the Location Data Management System during the period of deployment and for as long as required, including but not limited to:

- a) The ability to conference and transfer 9-1-1 and 10-digit voice calls from the CPSSDN network to legacy PSAPs that have not yet converted to the NG9-1-1 system.
- b) The ability to conference and transfer 9-1-1 and 10-digit voice calls from the CPSSDN to the legacy 9-1-1 network.
- c) The ability to accept 9-1-1 voice calls transferred or conferenced from the legacy 9-1-1 network into the CPSSDN. The conferenced/transferred voice calls shall be accompanied by ANI or pANI, as appropriate.

ATTACHMENT 6

CONTRACT COMPLIANCE REGULATIONS AND NOTIFICATION TO PROPOSER

OSHA COMPLIANCE
RFP-12 NEW 6/98

STATE OF CONNECTICUT

RFP Number:
11PSX0202

Certificate of Compliance with

Connecticut General Statute Section 31 - 57b

I hereby certify that all of the statements herein contained below have been examined by me, and to the best of my knowledge and belief are true and correct.

The _____ **HAS / HAS NOT**
Company Name (Cross out Non-applicable)

been cited for three (3) or more willful or serious or serious violations of any Occupational Safety and Health Act (OSHA) or of any standard, order or regulation promulgated pursuant to such act, during the three year period preceding the RFP, provided such violations were cited in accordance with the provisions of any State Occupational Safety and Health Act of 1970, and not abated within the time fixed by the citation and such citation has not been set aside following appeal to the appropriate agency of court having jurisdiction or **HAS / HAS NOT** (Cross out Non-applicable) received one or more criminal convictions related to the injury or death of any employee in the three-year period preceding the RFP.

The list of violations (if applicable) is attached.

(Name of Firm, Organization or Corporation)

Signed: _____
Written Signature:

Name Typed: (Corporation Seal)

Title: _____
(Title of Above Person, typed)

Dated: _____

State of)

County of) *ss: A.D., 20* _____)

Sworn to and personally appeared before me for the above, _____,
(Name of Firm, Organization, Corporation)

Signer and Sealer of the foregoing instrument of and acknowledged the same to be the free act and deed of

_____ and his/her free act and deed as
(Name of Person appearing in front of Notary or Clerk)

(Title of Person appearing in front of Notary or Clerk)

My Commission Expires: _____
(Notary Public) (Seal)

State of Connecticut, Department of Administrative Services
 Request for Proposals - Next Generation 9-1-1 Emergency Telecommunications System

RFP Number:
 11PSX0202

STATE OF CONNECTICUT
 COMMISSION ON HUMAN RIGHTS AND OPPORTUNITIES (CHRO)
 WORKPLACE ANALYSIS AFFIRMATIVE ACTION REPORT
 EMPLOYMENT INFORMATION FORM

EMPLOYMENT
 INFORMATION FORM
 (DAS-45)

REV 2/98

Company Name Street Address City State	Contact Person	Phone Number	Date
-------------------------------------------------	----------------	--------------	------

Report all permanent full-time or part-time employees, including apprentice and on-the-job trainees. Enter the number on all lines and in all columns.

JOB CATEGORY	A OVERALL TOTALS (Sum of all columns, A-F Male & Female)	B WHITE (NOT OF HISPANIC ORIGIN)		C BLACK (NOT OF HISPANIC ORIGIN)		D HISPANIC		E ASIAN / PACIFIC ISLANDER		F AMERICAN INDIAN OR ALASKAN NATIVE	
		Male	Female	Male	Female	Male	Female	Male	Female	Male	Female
Officials/Managers											
Professionals											
Technicians											
Sales Workers											
Office/Clerical											
Craft Workers											
Operatives(Semi- Laborers (Unskilled)											
Service Workers											
TOTALS ABOVE											

Do you use minority businesses as subcontractors or suppliers? <input type="checkbox"/> Yes <input type="checkbox"/> No	Explain:
Do you use an Affirmative Action Plan? <input type="checkbox"/> Yes <input type="checkbox"/> No	Explain:

**State of Connecticut, Department of Administrative Services
Request for Proposals - Next Generation 9-1-1 Emergency Telecommunications System**

Describe your recruitment, hiring, training and promotion anti-discrimination practices.

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

CONTRACTOR CERTIFICATIONS

- 1) OPM Ethics Form 1 – Gift and Campaign Contribution Certification.
- 2) OPM Ethics Form 5 – Consulting Agreement Affidavit.
- 3) OPM Ethics Form 6 – Affirmation of Receipt of State Ethics Laws Summary
- 4) Plain Language Summary of State Ethics Laws for Current and Potential State Contractors.
- 5) SEEC FORM 11 - Notice To Executive Branch State Contractors And Prospective State Contractors Of
Campaign Contribution And Solicitation Ban.
- 6) Nondiscrimination Certification Requirement
- 7) Nondiscrimination Certification Forms A – E (See Explanation below)

EXPLANATION OF FORMS:

Form A. Representation: For use by an individual when entering into any contract, regardless of contract value.

Form B. Representation: For use by an entity when entering into any contract valued at less than \$50,000 for any year of the contract.

Form C. Affidavit: (Recommended) For use by an entity when entering into any contract valued at \$50,000 or more for any year of the contract and the entity certifies through an affidavit that a complying nondiscrimination policy is currently in place.

Form D. New Resolution: For use by a entity when entering into any contract valued at \$50,000 or more for any year of the contract and the entity has a complying nondiscrimination policy adopted by a new resolution of the board of directors, shareholders, managers, members, or other governing body.

Form E. Prior Resolution: For use by a entity when entering into any contract valued at \$50,000 or more for any year of the contract and the entity has a complying nondiscrimination policy adopted by a prior resolution of the board of directors, shareholders, managers, members, or other governing body.



STATE OF CONNECTICUT GIFT AND CAMPAIGN CONTRIBUTION CERTIFICATION

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

INSTRUCTIONS:

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

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

GIFT CERTIFICATION:

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

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

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

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

CAMPAIGN CONTRIBUTION CERTIFICATION:

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



STATE OF CONNECTICUT GIFT AND CAMPAIGN CONTRIBUTION CERTIFICATION

Lawful Campaign Contributions to Candidates for Statewide Public Office:

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

Lawful Campaign Contributions to Candidates for the General Assembly:

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

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

Printed Contractor Name

Signature of Authorized Official

Subscribed and acknowledged before me this _____ day of _____, 20____.

Commissioner of the Superior Court (or Notary Public)

For State Agency Use Only

_____	_____
Awarding State Agency	Planning Start Date

Contract Number or Description	

State of Connecticut, Department of Administrative Services
Request for Proposals - Next Generation 9-1-1 Emergency Telecommunications System

OPM Ethics Form 5

Rev. 02-01-10



STATE OF CONNECTICUT
CONSULTING AGREEMENT AFFIDAVIT

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

INSTRUCTIONS:

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

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

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

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

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

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

Start Date End Date Cost

Description of Services Provided: _____

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

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

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

Printed Name of Bidder or Contractor Signature of Chief Official or Individual Date

Printed Name (of above) Awarding State Agency

Sworn and subscribed before me on this _____ day of _____, 20____.

Commissioner of the Superior Court or Notary Public



STATE OF CONNECTICUT
AFFIRMATION OF RECEIPT OF STATE ETHICS LAWS SUMMARY

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

INSTRUCTIONS:

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

CHECK ONE:

- I am a person seeking a large State construction or procurement contract. I am submitting this affirmation to the awarding State agency with my bid or proposal. [Check this box if the contract will be awarded through a competitive process.]
- I am a contractor who has been awarded a large State construction or procurement contract. I am submitting this affirmation to the awarding State agency at the time of contract execution. [Check this box if the contract was a sole source award.]
- I am a subcontractor or consultant of a contractor who has been awarded a large State construction or procurement contract. I am submitting this affirmation to the contractor.

IMPORTANT NOTE:

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

AFFIRMATION:

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

* The summary of State ethics laws is available on the State of Connecticut's Office of State Ethics website at http://www.ct.gov/ethics/lib/ethics/guides/contractors_guide_09_final.pdf

Signature Date

Printed Name Title

Firm or Corporation (if applicable)

Street Address City State Zip

Awarding State Agency

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

Please refer to the link below for the current language.

http://www.ct.gov/ethics/lib/ethics/guides/contractors_guide_10.pdf



Notice to Executive Branch State Contractors and Prospective State Contractors of Campaign Contribution and Solicitation Limitations

This notice is provided under the authority of Connecticut General Statutes §9-612(G) (2), as amended by P.A. 10-1, and is for the purpose of informing state contractors and prospective state contractors of the following law (italicized words are defined on the reverse side of this page).

CAMPAIGN CONTRIBUTION AND SOLICITATION LIMITATIONS

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

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

On and after January 1, 2011, no state contractor, prospective state contractor, principal of a state contractor or principal of a prospective state contractor, with regard to a state contract or state contract solicitation with or from a state agency in the executive branch or a

quasi-public agency or a holder, or principal of a holder of a valid prequalification certificate, shall **knowingly solicit** contributions from the state contractor's or prospective state contractor's employees or from a *subcontractor or principals of the subcontractor* on behalf of (i) an exploratory committee or candidate committee established by a candidate for nomination or election to the office of Governor, Lieutenant Governor, Attorney General, State Comptroller, Secretary of the State or State Treasurer, (ii) a political committee authorized to make contributions or expenditures to or for the benefit of such candidates, or (iii) a party committee.

DUTY TO INFORM

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

PENALTIES FOR VIOLATIONS

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

Civil Penalties – Up to \$2,000 or twice the amount of the prohibited contribution, whichever is greater, against a principal or a contractor. Any state contractor or prospective state contractor which fails to make reasonable efforts to comply with the provisions requiring notice to its principals of these prohibitions and possible consequences of their violations may also be subject to civil penalties of up to \$2,000 or twice the amount of the prohibited contributions made by their principals.

Criminal penalties – Any knowing and willful violation of the prohibition is a Class D felony, which may subject the violator to imprisonment of not more than 5 years, or not more than \$5,000 in fines, or both.

CONTRACT CONSEQUENCES

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

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

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

Additional information may be found on the website of the State Elections Enforcement Commission, www.ct.gov/seec.

**State of Connecticut, Department of Administrative Services
Request for Proposals - Next Generation 9-1-1 Emergency Telecommunications System**

Click on the link to "Lobbyist/Contractor Limitations."

**CONNECTICUT STATE ELECTIONS
ENFORCEMENT COMMISSION**
Rev. 1/11 Page 2 of 2



**Bid/RFP Number: 11
EXHIBIT C – SEEC Form 11**

DEFINITIONS

“State contractor” means a person, business entity or nonprofit organization that enters into a state contract. Such person, business entity or nonprofit

organization shall be deemed to be a state contractor until December thirty-first of the year in which such contract terminates. “State contractor” does not include a municipality or any other political subdivision of the state, including any entities or associations duly created by the municipality or political

subdivision exclusively amongst themselves to further any purpose authorized by statute or charter, or an employee in the executive or legislative branch of state government or a quasi-public agency, whether in the classified or unclassified service and full or part-time, and only in such person's capacity as a state or quasi-public agency employee.

“Prospective state contractor” means a person, business entity or nonprofit organization that (i) submits a response to a state contract solicitation by the state, a state agency or a quasi-public agency, or a proposal in response to a request for proposals by the state, a state agency or a quasi-public agency, until the contract has been entered into, or (ii) holds a valid prequalification certificate issued by the Commissioner of Administrative Services under section 4a-100. “Prospective state contractor” does not include a municipality or any other political subdivision of the state, including any entities or associations duly

created by the municipality or political subdivision exclusively amongst themselves to further any purpose authorized by statute or charter, or an employee in the executive or legislative branch of state government or a quasi-public agency, whether in the classified or unclassified service and full or part-time, and only in such person's capacity as a state or quasi-public agency employee.

“Principal of a state contractor or prospective state contractor” means (i) any individual who is a member of the board of directors of, or has an ownership interest of five per cent or more in, a state contractor or prospective state contractor, which is a business entity, except for an individual who is a member of the board of directors of a nonprofit organization, (ii) an individual who is employed by a state contractor or prospective state contractor, which is a business entity, as president, treasurer or executive vice president, (iii) an individual who is the chief executive officer of a state contractor or prospective state

contractor, which is not a business entity, or if a state contractor or prospective state contractor has no such officer, then the officer who duly possesses

comparable powers and duties, (iv) an officer or an employee of any state contractor or prospective state contractor who has *managerial or discretionary responsibilities with respect to a state contract*, (v) the spouse or a *dependent child* who is eighteen years of age or older of an individual described in this subparagraph, or (vi) a political committee established or controlled by an individual described in this subparagraph or the business entity or nonprofit

organization that is the state contractor or prospective state contractor.

“State contract” means an agreement or contract with the state or any state agency or any quasi-public agency, let through a procurement process or

otherwise, having a value of fifty thousand dollars or more, or a combination or series of such agreements or contracts having a value of one hundred

thousand dollars or more in a calendar year, for (i) the rendition of services, (ii) the furnishing of any goods, material, supplies, equipment or any items of any kind, (iii) the construction, alteration or repair of any public building or public work, (iv) the acquisition, sale or lease of any land or building, (v) a

licensing arrangement, or (vi) a grant, loan or loan guarantee. “State contract” does not include any agreement or contract with the state, any state agency or any quasi-public agency that is exclusively federally funded, an education loan, a loan to an individual for other than commercial purposes or any agreement or contract between the state or any state agency and the United States Department of the Navy or the United States Department of Defense.

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

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

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

“Solicit” means (A) requesting that a contribution be made, (B) participating in any fund-raising activities for a candidate committee, exploratory committee, political committee or party committee, including, but not limited to, forwarding tickets to potential contributors, receiving contributions for transmission to any such committee or bundling contributions, (C) serving as chairperson, treasurer or deputy treasurer of any such committee, or (D)

**State of Connecticut, Department of Administrative Services
Request for Proposals - Next Generation 9-1-1 Emergency Telecommunications System**

establishing a political committee for the sole purpose of soliciting or receiving contributions for any committee. Solicit does not include: (i) making a contribution that is otherwise permitted by Chapter 155 of the Connecticut General Statutes; (ii) informing any person of a position taken by a candidate for public office or a public official, (iii) notifying the person of any activities of, or contact information for, any candidate for public office; or (iv) serving as a member in any party committee or as an officer of such committee that is not otherwise prohibited in this section.

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

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

NONDISCRIMINATION CERTIFICATION REQUIREMENT

By law, a contractor must provide an awarding State agency with written representation or documentation that certifies the contractor complies with the State's nondiscrimination agreements and warranties. A nondiscrimination certification is required for all State contracts – regardless of type, term, cost, or value. The appropriate form must be submitted to the awarding State agency prior to contract execution.

Accordingly, attached are forms A – E. Form A is *always* used for contracts with an individual who is not an entity, regardless of the contract value. Form B is *always* used for contracts with an entity when the contract value is less than \$50,000. Form C is *recommended* for contracts valued at \$50,000 or more with an entity. If Form C is not used, either Form D or E must be used; both require a resolution (new or prior).

Definitions:

- individual: a person who is not an entity
- entity: corporation, limited liability company, or partnership

Explanation of Forms:

- **Form A. Representation:** For use by an individual when entering into any contract, regardless of contract value.
- **Form B. Representation:** For use by an entity when entering into any contract valued at less than \$50,000 for any year of the contract.
- **Form C. Affidavit:** (Recommended) For use by an entity when entering into any contract valued at \$50,000 or more for any year of the contract and the entity certifies through an affidavit that a complying nondiscrimination policy is currently in place.
- **Form D. New Resolution:** For use by a entity when entering into any contract valued at \$50,000 or more for any year of the contract and the entity has a complying nondiscrimination policy adopted by a new resolution of the board of directors, shareholders, managers, members, or other governing body.
- **Form E. Prior Resolution:** For use by a entity when entering into any contract valued at \$50,000 or more for any year of the contract and the entity has a complying nondiscrimination policy adopted by a prior resolution of the board of directors, shareholders, managers, members, or other governing body.

Exemptions:

The entities listed below are exempt and, therefore, not required to submit a nondiscrimination certification form when entering into a contract with the State:

1. political subdivisions of the State of Connecticut, including, but not limited to municipalities;
2. quasi-public agencies, as defined in C.G.S. § 1-120;
3. other states of the United States, including, but not limited to, the District of Columbia, Puerto Rico, U.S. territories and possessions, and federally recognized Indian tribal governments, as defined in C.G.S. § 1-267;
4. the federal government;
5. foreign governments; and
6. an agency of a subdivision, agency, state or government listed in items 1-5.

STATE OF CONNECTICUT

NONDISCRIMINATION CERTIFICATION – Representation



By Individual

For All Contract Types Regardless of Value

Written representation that complies with the nondiscrimination agreements and warranties under Connecticut General Statutes §§ 4a-60(a) (1) and 4a-60a (a) (1), as amended

INSTRUCTIONS:

For use by an individual who is not an entity (corporation, limited liability company, or partnership) when entering into any contract type with the State of Connecticut, regardless of contract value. Submit to the awarding State agency prior to contract execution.

REPRESENTATION OF AN INDIVIDUAL:

I, _____, of _____,
Signatory Business Address

represent that I will comply with the nondiscrimination agreements and warranties of Connecticut General Statutes §§ 4a-60(a) (1) and 4a-60a (a) (1), as amended.

Signatory

Date

Printed Name

STATE OF CONNECTICUT

NONDISCRIMINATION CERTIFICATION – Representation



By Entity

For Contracts Valued at Less Than \$50,000

Written representation that complies with the nondiscrimination agreements and warranties under Connecticut General Statutes §§ 4a-60(a) (1) and 4a-60a (a) (1), as amended

INSTRUCTIONS:

For use by an entity (corporation, limited liability company, or partnership) when entering into any contract type with the State of Connecticut valued at less than \$50,000 for each year of the contract. Complete all sections of the form. Submit to the awarding State agency prior to contract execution.

REPRESENTATION OF AN ENTITY:

I, _____, _____, of _____,
Authorized Signatory Title Name of Entity

an entity duly formed and existing under the laws of _____,
Name of State or Commonwealth

represent that I am authorized to execute and deliver this representation on behalf of

_____ and that _____
Name of Entity Name of Entity

has a policy in place that complies with the nondiscrimination agreements and warranties of Connecticut General Statutes §§ 4a-60(a) (1) and 4a-60a (a) (1), as amended.

Authorized Signatory

Date

Printed Name

STATE OF CONNECTICUT



NONDISCRIMINATION CERTIFICATION – New Resolution

By Entity

For Contracts Valued at \$50,000 or More

Documentation in the form of a corporate, company, or partnership policy adopted by resolution of the board of directors, shareholders, managers, members or other governing body of a contractor that certifies the contractor complies with the nondiscrimination agreements and warranties under Connecticut General Statutes §§ 4a-60(a)(1) and 4a-60a(a)(1), as amended

INSTRUCTIONS:

For use by an entity (corporation, limited liability company, or partnership) when entering into any contract type with the State of Connecticut valued at \$50,000 or more for any year of the contract. Complete all sections of the form. Submit to the awarding State agency prior to contract execution.

CERTIFICATION OF RESOLUTION:

I, _____, _____, of _____,
Authorized Signatory Title Name of Entity
an entity duly formed and existing under the laws of _____,
Name of State or Commonwealth
certify that the following is a true and correct copy of a resolution adopted on the ____ day of _____, 20____ by the governing body of _____,
Name of Entity
in accordance with all of its documents of governance and management and the laws of _____, and further certify that such resolution has not been modified or revoked, and is in full force and effect.

RESOLVED: That the policies of _____ comply with the
Name of Entity
nondiscrimination agreements and warranties of Connecticut General Statutes
§§ 4a-60(a) (1) and 4a-60a (a) (1), as amended.

The undersigned has executed this certificate this ____ day of _____, 20____.

Authorized Signatory Date

Printed Name



STATE OF CONNECTICUT
NONDISCRIMINATION CERTIFICATION – Prior Resolution
By Entity
For Contracts Valued at \$50,000 or More

Documentation in the form of a corporate, company, or partnership policy adopted by a prior resolution of the board of directors, shareholders, managers, members or other governing body of a contractor that certifies the contractor complies with the nondiscrimination agreements and warranties under Connecticut General Statutes §§ 4a-60(a)(1) and 4a-60a(a)(1), as amended

INSTRUCTIONS:

For use by an entity (corporation, limited liability company, or partnership) when entering into any contract type with the State of Connecticut valued at \$50,000 or more for any year of the contract. Complete all sections of the form. Attach copy of previously adopted resolution (*State of CT, Nondiscrimination Certification, Form D: New Resolution*). Submit all documentation to the awarding State agency prior to contract execution.

CERTIFICATION OF PRIOR RESOLUTION:

I, the undersigned, am a duly authorized corporate officer or member of _____.
Name of Entity

I have reviewed the attached prior resolution. I certify that:

- (1) the attached prior resolution complies with the nondiscrimination agreements and warranties of Connecticut General Statutes §§ 4a-60(a)(1) and 4a-60a(a)(1), as amended; and
- (2) the prior resolution remains in full force and effect on the date this documentation is submitted to the awarding State agency.

Authorized Signatory Title

Printed Name Date

RESERVED FOR STATE USE

I, the undersigned head of the awarding State agency, or designee, certify that the attached prior resolution complies with the nondiscrimination agreements and warranties of Connecticut General Statutes §§ 4a-60(a) (1) and 4a-60a (a) (1), as amended.

Signature of Agency Head (or designee) Date

Awarding State Agency

ATTACHMENT 8 – EVALUATION AND SELECTION CRITERIA

1. EVALUATION AND SELECTION PROCEDURES

1.1 GENERAL CONSIDERATIONS

All proposals that take meet the minimum proposal requirements will be accepted by DAS. However, DAS reserves the right to request necessary clarifications, reject any or all proposals received, or cancel this RFP, as determined to be in best interest of the State.

Proposals that fail to comply with the instructions or fail to submit a complete proposal may be deemed non-responsive. DAS may reject any proposal that is incomplete, non-responsive, or in which there are significant inconsistencies or inaccuracies.

DAS also reserves the right to waive minor irregularities in proposals, providing such action is in the best interest of the State of Connecticut and/or this Project. Where DAS does waive minor irregularities, such waiver shall in no way modify the RFP requirements or excuse the Contractor from full compliance with RFP specifications and other contract requirements.

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

Minimum Mandatory Proposal Requirements are as follows:

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

The following are general criteria categories which will be used in the evaluation process. They are listed in the order of importance.

1. Meeting the technical requirements

- The Contractor's detailed approach to perform the services required by the technical requirements of this RFP (*Attachment 5*).
- The Contractor's solution meets the business and technical requirements for a secure, robust comprehensive system.

2. Proposed system solution

- The Contractor's solution meets the business and technical requirements for a secure, robust comprehensive system.

3. Technical Support

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

4. Understanding of the Project

- The Contractor's ability to comprehend the business drivers to be addressed by the proposed solution.
- The Contractor's solution is within the scope of the requirements in Attachment 5.

5. Execution of project/project management

- The overall ability of the Contractor, as judged by the Evaluation Team, to begin and successfully complete the project within the Project Implementation Schedule and Project Budget This judgment will include, but will not be limited to, such factors as Contractor staff commitment to the project, a project management and control plan, and project organization and availability of staff.
- The Contractor's speed of delivery and ability to deliver the system.
- The Contractor has clearly described any roles and responsibilities of Contractor or State staff in the implementation and deployment of the project.

6. Experience/Qualifications/Financial Stability

- The Contractor's qualifications, including but not limited to, financial position, from the Audited Financial Statements that are required to be submitted with the proposal i.e., legal standing, ethics compliance, small business or minority certification, CHRO compliance.
- The Contractor's documented experience in successfully completing projects of a similar size and scope, ideally, in the same or comparable line of business, to those required by this RFP **or** the Contractor has implemented an equivalent system for another governmental entity.
- The Contractor's demonstration of how proposed system will meet the Agency needs.
- Business and personnel reference checks may be made as part of the evaluation process. Reference checks may not be limited to specific customer references cited in the proposal. Moreover, in the case of a proposed modification of an existing application, evidence of successful systems implementation or certification may be required.

7. Budget

- The Contractor's has provided a total Firm, Fixed Price for the product or service.

8. Training

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

3 PROPOSAL RECEIPT AND REVIEW

Proposals will be reviewed to initially determine if minimum submission requirements have been met. The review will verify that the proposal was received before the date and time specified in *Section 3.1.1* of this RFP. The proposals will be reviewed to assure the submission of the correct number of copies, the presence of all required signatures, and sufficient responsiveness of the proposal to the needs outlined in this RFP to permit a complete evaluation. Failure to meet minimum submission requirements could result in the proposal being rejected and not included in the evaluation process.

Upon receipt, the proposal information will be disclosed to the Proposal Review Team members only. The proposals will not be publicly opened. The potential for negotiation of a "Best and Final Offer" necessitates this privacy.

4 GENERAL CONTRACT NEGOTIATION AND AWARD PROCESS

4.1 ORAL PRESENTATIONS OR PRODUCT DEMONSTRATIONS

Contractors who submit a proposal in response to this RFP may be required to give an oral presentation or demonstration of their proposal to the Proposal Review Team. The purpose of such presentations or demonstration is to provide an opportunity for Contractors to clarify or refine their proposal. Original proposal submissions cannot be supplemented, changed, or corrected in any way. No comments regarding other Contractors or proposals are permitted, and Contractors may not attend the presentations or demonstrations of their competitors.

Product demonstrations may be conducted by the Contractor, or, at its option, the Proposal Review Team may request access to the proposed application in order to explore and test the features and functions of the proposed product independent of the Contractor.

Oral Presentations or demonstrations have no intrinsic point value in the proposal evaluation process. However, on the basis of a demonstration of a proposed system, the score for a proposed solution may decrease, based on the judgment of the Proposal Review Team.

A Proof of Concept may be required in instances where there is significant uncertainty around the solutions ability to meet critical requirements. The Proof of Concept will target a small subset of transactions or test cases to verify that the potential solution can satisfy the identified high risk requirement.

Contractors must clearly understand that it is the Proposal Review Team's sole option to determine which Contractors, if any, will be invited to make an oral presentation. Contractors shall not construe the list of firms invited, if any, to imply acceptance or rejection of any proposal(s).

ATTACHMENT 9 – CONTRACTOR TRANSMITTAL LETTER

_____, 2011

State of Connecticut
Department of Administrative Services
IT Procurement Services
ATTN: Kris Wohlgemuth
165 Capital Ave, Room 161
Hartford, CT 06106

Ms. Wohlgemuth:

[Name of Contractor] is pleased to have the opportunity to submit a proposal for _____, RFP # 11PSX0202. We look forward to the opportunity of doing business with the State of Connecticut. Our point of contact for any RFP issues or questions will be:

First Name, Last Name: _____

Title: _____

Name of Contractor: _____

Division/Department: _____

Address 1: _____

Address 2: _____

City, State, Zip Code: _____

E-Mail Address: _____

Telephone & Ext: _____

Fax Number: _____

We attest that we understand, accept and will comply with all of the administrative requirements stipulated in *Section 2* of the RFP # 11PSX0202. We certify that:

- (1) No cost proposal information has been disclosed in the Section I – Contractor, Business, and Technical Proposal; and, Section II – Project Management and Staffing Proposal.
- (2) The costs proposed have been arrived at independently, without consultation, communication, or agreement for the purpose of restricting competition as to any matter relating to such process with any other organization or with any competitor.
- (3) The costs quoted have not been knowingly disclosed by our firm on a prior basis directly or indirectly to any other organization or to any competitor.
- (4) No attempt has been made or will be made by our firm to induce any other person or firm to submit or not to submit a proposal for the purpose of restricting competition.
- (5) We did not participate in the RFP development process, had no knowledge of the specific contents of the RFP prior to its issuance, and that no employee of the State of Connecticut participated directly or indirectly in the Contractor's proposal preparation.

**State of Connecticut, Department of Information Technology
Request for Proposals
Next Generation 9-1-1 Emergency Telecommunications System**

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

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

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

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

Name

Signature

Date

Sworn and subscribed before me on this _____ day of _____, 2011

Commissioner of the Superior Court
Notary Public

ATTACHMENT 10 –PLATFORM ON WHICH APPLICATION MUST RUN

CSSPN DESIGN OVERVIEW

1. APPLICATION ARCHITECTURE

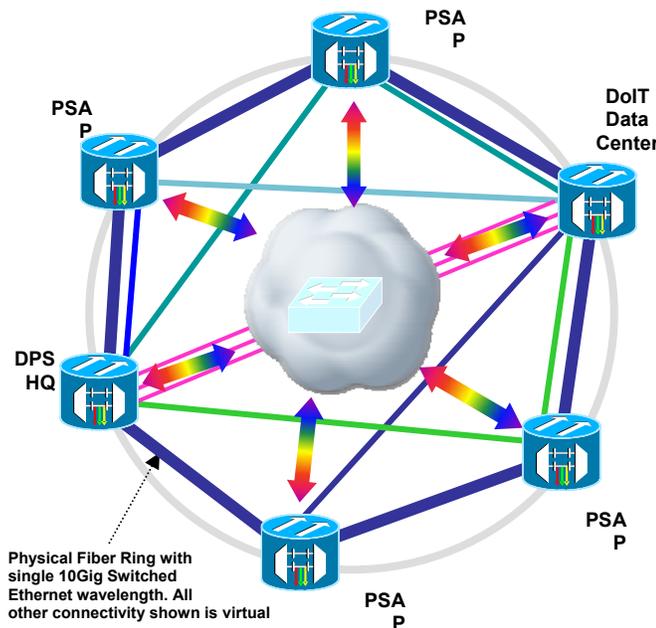
The CPSSDN core function will be to provide data transport services to various Public Safety related entities and first responders throughout the State. As an eventual data transport “replacement” for existing services and circuits (initial implementation will encompass all existing Public Safety Answering Points, DPS HQ in Middletown and the Bureau of Information Technology Data Center in East Hartford primarily to support 911 related services and applications), the impact on any application or application architecture will be transparent except for increased bandwidth availability. It is intended that all existing connectivity hardware (routers, switches, etc.) will continue to be utilized with connectivity to the CPSSDN to be made through Ethernet handoffs or traditional TDM (T1, Frame Relay, etc.) circuits.

2. TECHNOLOGY ARCHITECTURE

The overall CPSSDN project is a fiber optic based DWDM Resilient Ring core architecture design with protected path rings that will allow Layer 2 any-to-any connectivity services to be provided to any port on the network via a Gigabit Ethernet handoff. While initial “On-Ring” deployment will be to existing Public Safety Answering Point locations as well as the DAS/DOIT Data Center and DPS Headquarters facility in Middletown to primarily support E911 related services and applications, the CPSSDN will serve as an eventual WAN data transport replacement network for the currently disparate leased circuits and services utilized for Public Safety Services related entities and first responders. Additional locations not included in the initial deployment (“Off-Ring”) are anticipated to be connected via a Hub and Spoke or “sub-ring” configuration utilizing either dark fiber (with appropriate Optics and Ethernet switches) or traditional TDM circuits. As a transport only replacement, it is expected that there will be minimal impact on existing CPE devices (router interface changes) and no impact on application architecture. The proposed architecture will allow maximum flexibility for additional bandwidth and/or “light waves” to be added as necessary with little to no loss of implemented hardware and software.

Additionally, all sites will include Reconfigurable Optical Add Drop Multiplexer (ROADM) technologies and hardware so as to allow additional Layer 1 any-to-any “optical” connectivity between ROADM equipped sites. This will allow for additional light waves and “services” to be activated and provisioned with less cost, in less time and with less work effort when requirements mandate additional bandwidth or greater service separation.

Overall Core Architecture diagram



- Switched Ethernet services allow any-to-any layer 2 services
- Efficient aggregation of multiple departments or applications with varying bandwidth requirements
- QoS ensures each user only consumes their allocated bandwidth
- Sub-50ms ring failover
- GigE or 10GigE handoffs
- Support for Sub-Rate TDM handoffs

Note: Initially, existing PSAP locations, DPS HQ and DAS Data Center will be implemented on a single 10Gig Switched Ethernet Wavelength to primarily support E911 related services and applications. Additional Public Safety or First Responder related applications, sites or entities will be implemented as funding and requirements permit. Additionally, implemented sites will have multiple wavelength (ROADM) support, however, additional active wavelengths will not be provided initially. Overall architecture will allow for anticipated growth, flexibility and expansion via card/chassis additions so that maximum utilization of implemented hardware remains intact.

3. DATA ARCHITECTURE

The core architecture of the CPSSDN is a fiber optic, resilient ring design with protected paths and packet optimization features. As such, data flows will traverse the network in the most efficient and direct path possible. If a fiber cut or other outage occurs on a particular ring, the data flows are automatically rerouted at a Layer 2 level to an alternate path in under 50 milliseconds, making the outage virtually transparent to the upper level protocols and individual applications.

4. NETWORK ARCHITECTURE

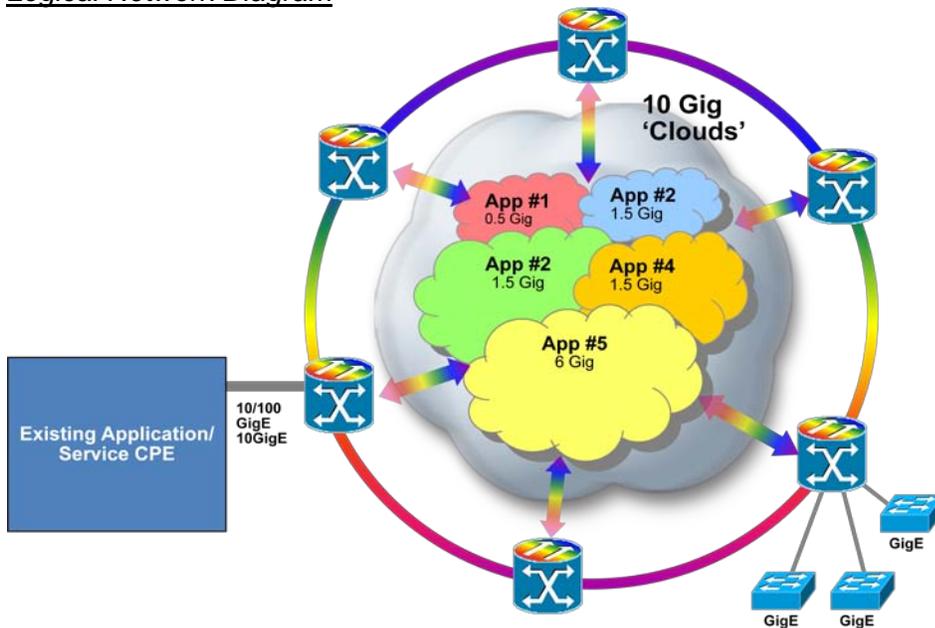
The diagrams below depict both the logical network and ring layout diagrams of the initial CPSSDN project.

The Logical Network diagram shows the overall application/service transport relationships of the various supported applications (current and/or future). Each application or service will be provided its own “secure” dedicated bandwidth and space within a provisioned 10 Gig Cloud that allows any-to-any Layer 2 Switched Ethernet connectivity. Full QoS and VLAN support is provided for.

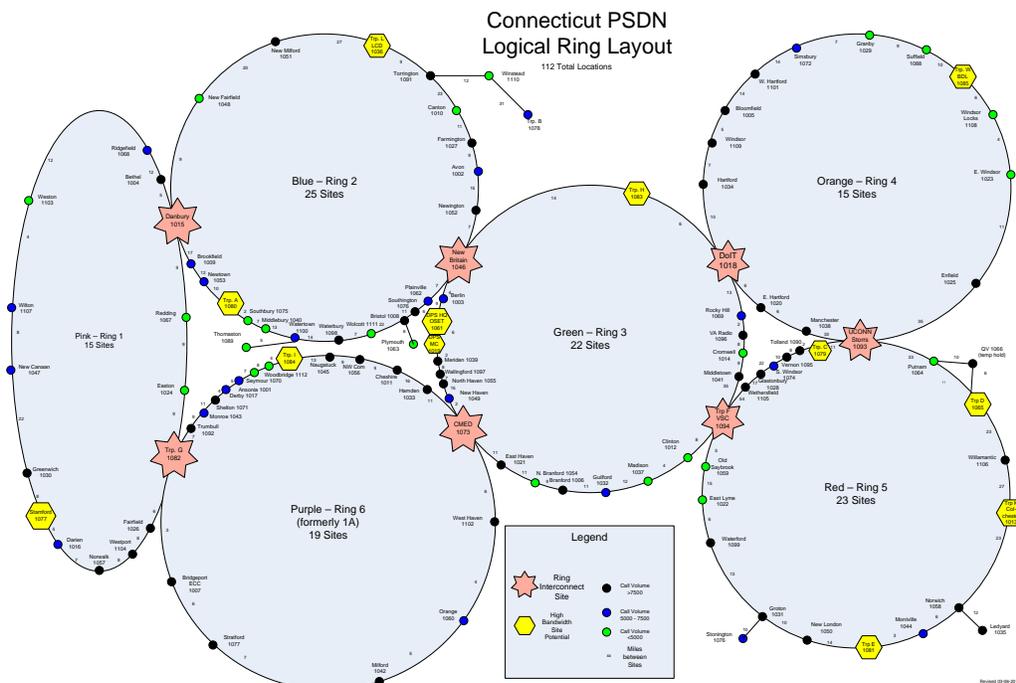
The Logical Ring Layout diagram shows the anticipated fiber ring pathing and each connected site along that path. In addition, the diagram differentiates site types by standard, high bandwidth and ring interconnect to depict active equipment (Cisco ONS 15454 series) being provided in the initial implementation. The initial implementation will consist of approximately 111 designated core and edge sites to be connected directly “on-ring” in a 6 primary ring configuration. Additional (or future unknown) edge sites that are not included the initial

implementation may be connected to the CPSSDN via a “hub and spoke” architecture, additional “ringlets”, or other appropriate (sub-rate TDM, ATM, etc.) connection methodology. Additional sites will be connected as requirements dictate and funding allows.

Logical Network Diagram



Logical Ring Layout Diagram



5. GENERAL FUNCTIONAL SPECIFICATION

As a replacement data transport mechanism for the associated Public Safety related applications and services, the CPSSDN will function in a transparent mode as previously stated and described.

6. DISASTER RECOVERY / BUSINESS CONTINUITY

While the overall architecture allows for “self-healing” and transparent Layer 2 connectivity to be maintained in the case of equipment failures or fiber pathway disruptions, additional design requirements include support for separate methods of disaster recovery depending upon the application or service affected.

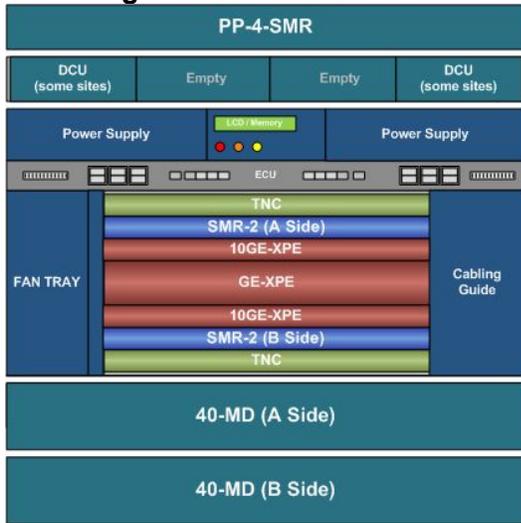
For a failure of connectivity paths related to the E911 application, 911 call delivery or Radio Interoperability, automatic site specific switchover and reroute to a limited operation VSAT based network is anticipated and any application or service utilizing the CPSSDN must allow for traffic to utilize this path once available. This switchover, while not totally transparent (incurring an interruption of connectivity for approximately 30 seconds) will allow for the continued availability of the E911 application, call delivery and radio interoperability without manual intervention. Once connectivity is restored and stabilized on the CPSSDN Fiber Network, the connection will automatically switch back to the primary pathway.

7. DETAILED INFRASTRUCTURE DESIGN

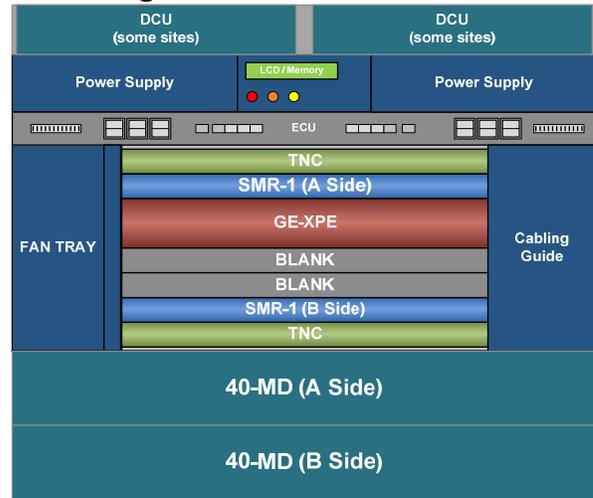
Primary Network Hardware:

The overall CPSSDN network will initially consist of 111 individual locations configured in a 6 interconnected ring architecture as previously described in the Network Architecture section. The following diagrams depict the physical hardware configurations required by each “site type” (ring interconnect, high bandwidth or standard) as shown in the Logical Ring Layout diagram:

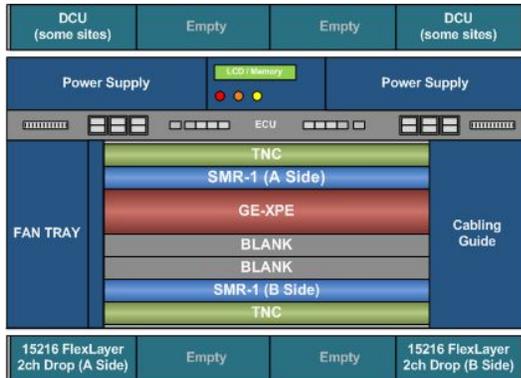
Ring Interconnect Site



High Bandwidth Site



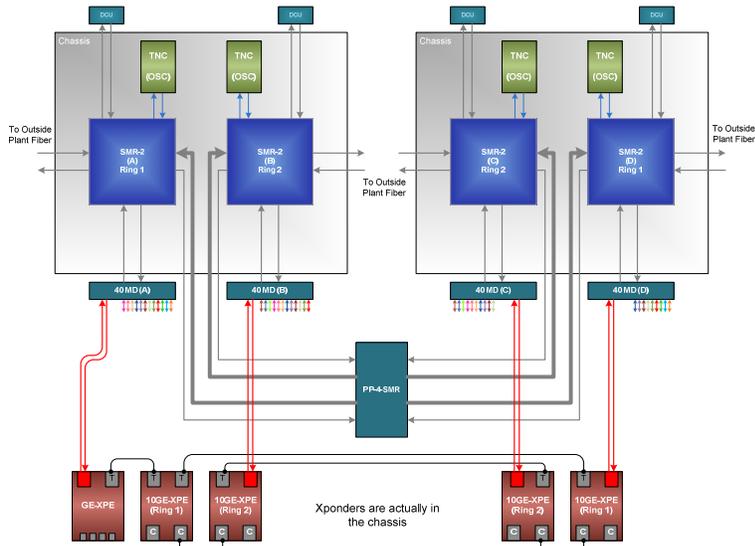
Standard Site



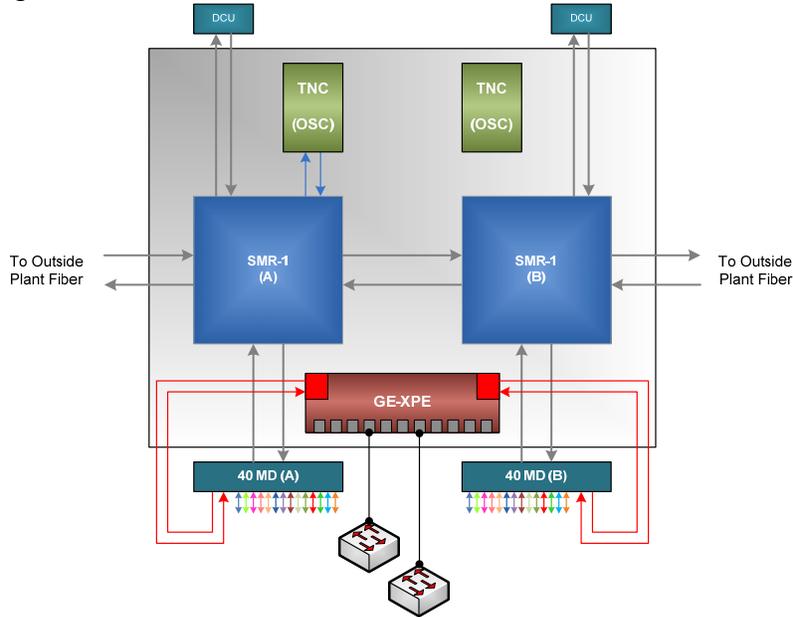
**State of Connecticut, Department of Administrative Services
Request for Proposals - Next Generation 9-1-1 Emergency Telecommunications System
Primary Network Connectivity and Data Flow:**

The following diagrams depict both the physical and logical fiber connectivity and flow of data over the network by each “site type” (ring interconnect, high bandwidth or standard) as shown in the Logical Ring Layout diagram:

Ring Interconnect Site

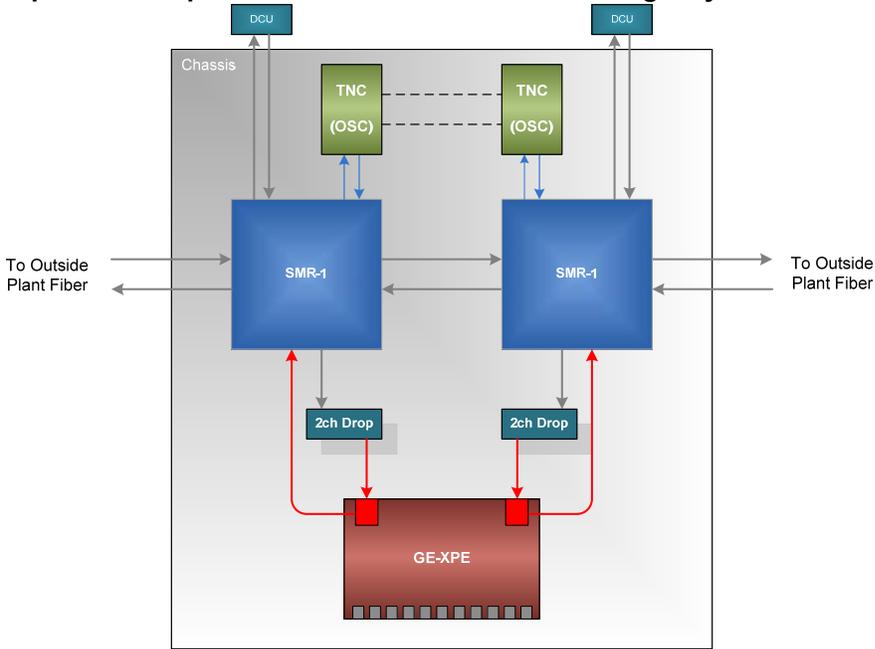


High Bandwidth Site



Standard Site

**State of Connecticut, Department of Administrative Services
Request for Proposals - Next Generation 9-1-1 Emergency Telecommunications System**



As the above diagrams depict, the generic data packet flow over the network occurs in the following basic steps:

Inbound Packets:

1. Inbound packet arrives at the site on the fiber coming into the location on a specific DWDM “color” or channel
2. Packet enters the SMR (ROADM) and is separated depending upon color
3. Packet is “dropped” to the GE-XPE (Xponder) if the packet is intended for that particular site or “passed” through the SMR and back onto the outgoing fiber if not
4. Packet is processed by the Xponder, converted to an electrical signal and directed to the appropriate Ethernet port depending upon application or service the packet is for
5. Packet is passed to the application or service “device” (router, switch, etc.) for processing

Outbound Packet:

1. Packet is passed from the application or service device to the Xponder
2. Xponder converts the electrical signal to optical and passes the packet to the SMR on the appropriate DWDM color
3. SMR “adds” packet into data stream
4. Outbound packet travels to next site on the fiber leaving the location on a specific DWDM “color” or channel

This overall process is repeated at each site along the ring. If the packet needs to traverse from one ring to another, the SMR’s at the Ring Interconnect sites determine the appropriate fiber pathway to utilize and will pass the packet from ring to ring.

State of Connecticut, Department of Administrative Services
Request for Proposals - Next Generation 9-1-1 Emergency Telecommunications System
Routing Platform

While the CPSSDN was designed to be application agnostic, a routing platform for the NG911 application has been provided for. This platform consists of a Cisco ASR1000 located at each PSAP site. This router connects to two Gig Ethernet ports on the Xponder for path redundancy and hardware resiliency into the CPSSDN. Additionally, the router has two CPE facing Gig Ethernet ports available for actual application interface. These ports can support various VLAN, COS and QoS configurations depending upon application requirements.

In addition to the PSAP located routers, 3 core Cisco ASR9000 routers are attached to the CPSSDN (currently planned at the call Aggregation Sites and at DAS/DoIT Data Center) to provide centralized core routing functions. These routers are dedicated for use by the NG911 application and can be configured to support any allowable routing protocol in order to support the NG911 application. This includes support for EIGRP, OSPF, IP-MPLS and MPLS-TP.

8. NETWORK MANAGEMENT:

While the CPSSDN itself will not require additional physical infrastructure (servers, software, storage, etc.), additional hardware and software is provided by the State in order to allow DoIT network operations staff to monitor and manage the CPSSDN devices and services. The base configuration of this additional infrastructure includes Cisco Transport Manager (CTM) software, a Sun SPARC 5120 server and associated Oracle 10G database software as required by the CTM software. This base configuration provides an upstream output to the existing DoIT network management software platform (IBM Netcool) and is capable of providing a downstream output to external management applications. However, the functionality and implementation of this downstream connectivity is outside the scope of the CPSSDN and will need to be implemented in cooperation with the external network management application or service.

It is intended that any contractor selected as a result of this RFP will be required to work with the State to establish the necessary interfaces, data streams and functionality for appropriate network management and monitoring of the selected solution from a software and/or hardware perspective. All costs to accomplish this interface shall be included as part of the RFP response.

**State of Connecticut, Department of Administrative Services
Request for Proposals - Next Generation 9-1-1 Emergency Telecommunications System
ATTACHMENT 11 - System Implementation Locations
106 PSAPs 4 CSP Secondary Answering Points & OSET**

<u>PSAP</u>	<u>Address</u>	<u>Town</u>	<u>Zip</u>	<u>PSTN Lines</u>
Ansonia PD	2 Elm St.	Ansonia	06401	9
Avon PD	60 West Main St.	Avon	06001	22
Berlin PD	240 Kensington Rd.	Berlin	06037	15
Bethel PD	49 Plumtrees Rd.	Bethel	06801	17
Bloomfield PD	785 Park Ave.	Bloomfield	06002	1
Branford PD	33 Laurel St.	Branford	06405	18
Bridgeport FD	30 Congress St.	Bridgeport	06604	36
Bristol PD	131 North Main St.	Bristol	06010	15
Brookfield PD	63 Silvermine Rd.	Brookfield	06804	0
Canton PD	4 Market St.	Collinsville	06022	9
Cheshire PD	500 Highland Ave.	Cheshire	06410	0
Clinton PD	48 East Main St.	Clinton	06413	16
Colchester ECC	P.O. Box 911	Colchester	06415	14
Cromwell PD	5 West St.	Cromwell	06416	1
CSP Troop A	90 Lakeside Rd.	Southbury	06488	13
CSP Troop B	Route 7	North Canaan	06018	10
CSP Troop E	P.O. Box 306	Uncasville	06382	15
CSP Troop G	149 Prospect St.	Bridgeport	06604	19
CSP Troop H	100 Washington St.	Hartford	06106	13
CSP Troop I	638 Amity Rd.	Bethany	06525	15
CSP Troop L	452-A Bantam Rd.	Litchfield	06759	10
CSP Troop W	Bradley Int'l Airport	Windsor Locks	06096	17
Danbury FD	19 New St.	Danbury	06810	11
Darien PD	Hecker Ave.	Darien	06820	0
Derby PD	125 Water St.	Derby	06418	0
East Hartford PD	497 Tolland St.	East Hartford	06108	1
East Haven FD	200 Main St.	East Haven	06512	16
East Lyme ECC	171 Boston Post Rd.	Niantic	06357	14
East Windsor PD	25 School St.	East Windsor	06088	0
Easton PD	700 Morehouse Rd.	Easton	06612	7
Enfield PD	293 Elm St.	Enfield	06082	14
Fairfield ECC	100 Reef Rd.	Fairfield	06430	30
Farmington PD	1 Monteith Dr.	Farmington	06032	9
Glastonbury PD	2108 Main St	Glastonbury	06033	1
Granby PD	15 North Granby Rd.	Granby	06035	6
Greenwich PD	11 Bruce Place	Greenwich	06836	10
Groton ECC	68 Groton Long Point Rd.	Groton	06340	24
Guilford ECC	31 Park St.	Guilford	06437	10
Hamden Central Comm.	2900 Dixwell Ave.	Hamden	06518	22
Hartford PD	50 Jennings Rd.	Hartford	06120	37
Ledyard ECC	11Lorenz Industrial Parkway	Ledyard	06339	12
Litchfield County Dispatch	452 Bantam Rd.	Litchfield	06759	12
Madison PD	9 Campus Drive	Madison	06443	0
Manchester PD	239 East Middle Tnpk.	Manchester	06040	17
Meriden Fire/Emer. Services	50 West Main St.	Meriden	06450	13
Middlebury PD	200 Southford Rd.	Middlebury	06762	0
Middletown Central Comm.	169 Cross St.	Middletown	06457	21
Milford FD	72 New Haven Ave.	Milford	06460	17
Monroe PD	7 Fan Hill Rd.	Monroe	06468	7
Montville Dispatch	89 Fort Shantok Rd	Uncasville	06382	10
Naugatuck PD	211 Spring St.	Naugatuck	06770	11
New Britain ERC	125 Columbus Blvd.	New Britain	06051	9

**State of Connecticut, Department of Administrative Services
Request for Proposals - Next Generation 9-1-1 Emergency Telecommunications System**

<u>PSAP</u>	<u>Address</u>	<u>Town</u>	<u>Zip</u>	<u>PSTN Lines</u>
New Canaan PD	174 South Ave.	New Canaan	06840	9
New Fairfield ECC	302 Ball Pond Road	New Fairfield	06812	0
New Haven ECC	200 Orange St.	New Haven	06502	45
New London PD	5 Gov. Winthrop Blvd.	New London	06320	15
New Milford PD	49 Poplar St.	New Milford	06776	0
Newington PD	131 Cedar St.	Newington	06111	18
Newtown PD	3 Main St.	Newtown	06470	7
North Branford PD	260 Forest Rd.	North Branford	06471	9
North Haven PD	18 Church St.	North Haven	06473	21
Northwest CT Public Safety	28 Cheshire Rd.	Prospect	06712	26
Norwalk PD	P.O. Box 848 Belden Station	Norwalk	06852	14
Norwich PD	70 Thames St.	Norwich	06360	0
Old Saybrook PD	225 Main St.	Old Saybrook	06475	9
Orange PD	314 Lambert Rd.	Orange	06477	17
Plainville PD	27 Neal Court	Plainville	06062	15
Plymouth PD	80 Main St.	Terryville	06786	13
Putnam PD	189 Church St.	Putnam	06260	0
Quinebaug Valley ECC	55 Westcott Rd.	Danielson	06239	5
Redding ECC	96 Hill Rd.	Redding	06896	1
Ridgefield PD	76 East Ridge	Ridgefield	06877	0
Rocky Hill PD	699 Old Main St.	Rocky Hill	06067	22
Seymour PD	11 Franklin St.	Seymour	06483	7
Shelton PD	85 Wheeler St.	Shelton	06484	1
Simsbury PD	933 Hopmeadow St.	Simsbury	06070	8
South Central CT Regional ECC	200 Orange St.	New Haven	06502	51
South Windsor PD	151 Sand Hill Rd.	South Windsor	06074	1
Southbury PD	421 Main St. South	Southbury	06488	0
Southington PD	69 Lazy Lane	Southington	06489	14
Stamford ECC	888 Washington Blvd.	Stamford	06901	15
Stonington PD	166 South Broad St.	Pawcatuck	06379	7
Stratford PD	900 Longbrook Ave.	Stratford	06614	8
Suffield PD	911 Mountain Rd.	Suffield	06078	10
Thomaston PD	158 Main St.	Thomaston	06787	0
Tolland County Mutual Aid ECC	56 Tolland Center	Tolland	06084	13
Trumbull PD	158 Edison Rd.	Trumbull	06611	5
University of CT PD	126 N. Eagleville Rd.	Storrs	06268	17
Valley Shore ECC	P.O. Box 497	Westbrook	06498	10
Vernon PD	725 Hartford Tpk.	Vernon	06066	7
Wallingford PD	135 North Main St.	Wallingford	06492	7
Waterbury PD	255 East Main St.	Waterbury	06702	43
Waterford ECC	204 Boston Post Rd.	Waterford	06385	27
Watertown PD	195 French St.	Watertown	06795	0
West Hartford PD	103 Raymond Rd.	West Hartford	06107	1
West Haven ERS	355 Main St.	West Haven	06516	30
Weston ECC	56 Norfield Rd.	Weston	06883	14
Westport PD	50 Jesup Road	Westport	06880	12
Wethersfield PD	505 Silas Deane Highway	Wethersfield	06109	4
Willimantic Switchboard . ECC	13 Bank St.	Willimantic	06226	9
Wilton PD	240 Danbury Road	Wilton	06897	9
Windsor PD	340 Bloomfield Ave.	Windsor	06096	27
Windsor Locks PD	4 Volunteer Drive	Windsor Locks	06716	11
Winsted PD	338 Main St.	Winchester	06098	5
Wolcott PD	225 Nichols Rd.	Wolcott	06716	0
Woodbridge PD	4 Meeting House Lane	Woodbridge	06525	0

**State of Connecticut, Department of Administrative Services
Request for Proposals - Next Generation 9-1-1 Emergency Telecommunications System**

**CSP Secondary Answering
Points**

<u>Points</u>	<u>Address</u>	<u>Town</u>	<u>Zip</u>	
CSP Troop C	1320 Tolland Stage Rd.	Tolland	06084	11
CSP Troop D	55 Wescott Rd.	Danielson	06239	11
CSP Troop F	315 Spencer Plains Rd.	Westbrook	06498	11
CSP Troop K	15 Old Hartford Rd	Colchester	06415	10

OSET

Office of Statewide Emergency Telecommunications	1111 Country Club Rd.	Middletown	06457	10
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ATTACHMENT 12 - DEFINITIONS / GLOSSARY

- a) "Acceptance Date" as used herein, shall mean completion of the Implementation Phase including signoff approval by the Project Administrator.
- b) "Call" as used herein, shall mean a request for emergency service from the public received by the PSAP as voice or text message.
- c) "Central Station Service" as used herein, shall mean is a system or group of systems maintained by others from which notifications of emergency conditions are received and retransmitted to PSAPs.
- d) "Claims" as used herein, shall mean all actions, suits, claims, demands, investigations, and proceedings of any kind, open, pending, or threatened, whether mature, un-matured, contingent, known or unknown, at law or in equity in any form
- e) "Composite Geo-coding" as used herein, shall mean a process that relies on multiple reference data, and in order of best quality attempt to match the source data in a cascading fashion. If no match is reached in the best quality reference data set, the geo-coder will turn to the next reference data set and attempt to perform the same function and repeat until a match is found which meets the business rules applied to the reference data.
- f) "Confidential Information" shall mean any information about a client, including but not limited to first name and last name, or first initial and last name, in combination with any one or more of the following related to such client: (a) Social Security Number; (b) driver's license number or State-issued identification card number; (c) date of birth; and (d) financial account number, or credit or debit card number, with or without any required security code, access code, personal identification number or password, that would permit access to a client's financial account. Without limiting the foregoing, Confidential Information shall also include any information that the Department classifies as "confidential" or "restricted." Confidential Information shall not include information that may be lawfully obtained from publicly available sources or from federal, state, or local government records which are lawfully made available to the general public.
- g) "Confidential Information Breach" shall mean, generally, an instance where an unauthorized person or entity accesses Confidential Information in any manner, including but not limited to the following occurrences: (1) any Confidential Information that is not encrypted or protected is misplaced, lost, stolen or in any way compromised; (2) one or more third parties have had access to or taken control or possession of any Confidential Information that is not encrypted or protected without prior written authorization from the State; (3) the unauthorized acquisition of encrypted or protected Confidential Information together with the confidential process or key that is capable of compromising the integrity of the Confidential Information; or (4) if there is a substantial risk of identity theft or fraud to the client, the Contractor, the

State of Connecticut, Department of Administrative Services
Request for Proposals - Next Generation 9-1-1 Emergency Telecommunications System
Department or State.

- h) "Connecticut System Development Methodology (SDM)" as used herein, shall mean the State of Connecticut's standard methodology for defining requirements, designing, constructing and implementing IT systems.
- i) "Contractor Parties" as used herein, shall mean a Contractor's members, directors, officers, shareholders, partners, managers, principal officers representatives, agents, consultants, employees or any one of them or any other person or entity with whom the Contractor is in privity of oral or written Agreement and the Contractor intends for such other person or entity to Perform under the Agreement in any capacity.
- j) "CPSSDN" means the Connecticut Public Safety Services Data Network, the fiber optic network which will be used to provide the connectivity for the System.
- k) "CPSSDN NOC" means the CPSSDN Network Operations Center, the entity which monitors the CPSSDN for performance issues, faults and failures.
- l) "Deliverable" as used herein, shall mean any product, whether software, hardware, documentation, license, information, or otherwise, or any service, whether development, integration, administrative, maintenance, consulting, training, data warehousing, operations, support, hosting, or otherwise, or any warranty, that is an element of the Contractor's overall approach and solution to the requirements of this Agreement, whether produced by the Contractor or by a third party as a supplier or subcontractor to the Contractor.
- m) "Department" as used herein, shall mean the Department of Emergency Services and Public Protection
- n) "Force Majeure" as used herein, shall mean events that materially affect the cost of the Goods or Services or the time schedule within which to perform and are outside the control of the party asserting that such an event has occurred, including but not limited to, labor troubles unrelated to Contractor, failure of or inadequate permanent power, unavoidable casualties, fire not caused by the Contractor, acts of terrorism, extraordinary weather conditions, disasters, riots, acts of God, insurrection of war.
- o) "Implementation Phase" as used herein, shall mean the sixth phase of Connecticut's System Development Methodology, in which the system or system modifications are installed and made operational in the production environment.
- p) "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 the Department and reported to the Contractor.
- q) "Licensed Software" as used herein, shall mean computer program (s) acquired from Contractor under an agreement where the Department 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.

**State of Connecticut, Department of Administrative Services
Request for Proposals - Next Generation 9-1-1 Emergency Telecommunications System**

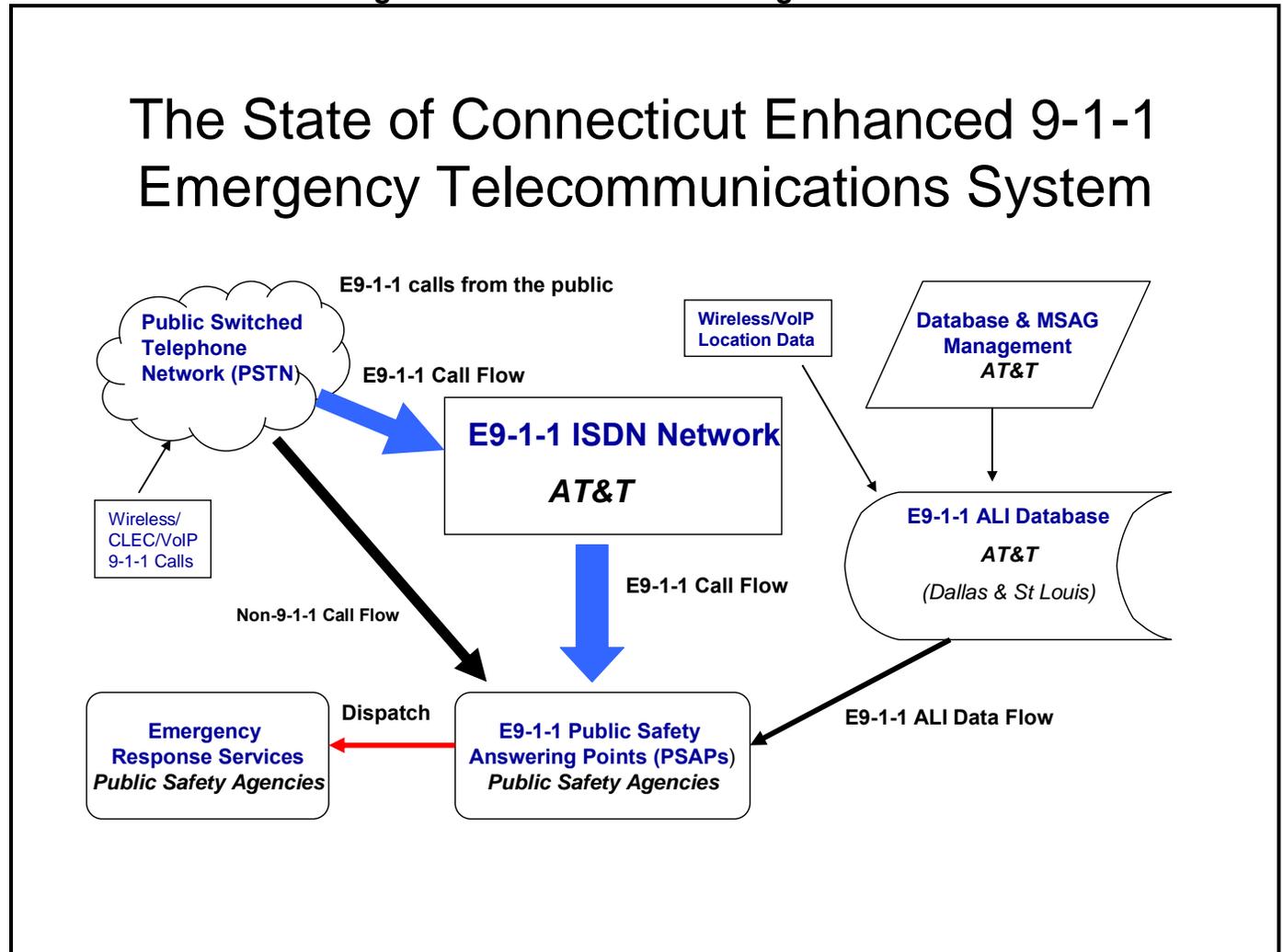
- r) "Major Failure" as used herein, refers to any failure which:
1. Prevents the delivery of any 9-1-1 calls to the correct designated PSAP, complete with location information
 2. Interferes with the transfer any received calls to any PSAP within the system, or from the system to the CPSSDN.
 3. Interferes with the ability to initiate calls from the system or any PSAP within the system to the PSTN.
 4. Interferes with the ability to accept calls from or transfer calls to the legacy E911 system
 5. Interferes with the ability to accept calls from or transfer calls to any participating NG911 partners
 6. Interferes with the ability to record all calls within the system.
- s) "Minor Failure", as used herein, means loss or impairment of any service and/or equipment of a lesser magnitude than any Major Failure.
- t) "Performance" as used herein, shall mean the Contractor shall perform as set forth in Exhibit 1. For purposes of this Agreement to perform and the performance in Exhibit 1 is referred to as "Perform" and the "Performance."
- u) "Product Schedule" as used herein, which is attached to and made 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.
- v) "Project Schedule" as used herein, which is attached to and made part of this Agreement, shall mean that document which itemizes phases, tasks, Deliverables and date of completion including where Department signoffs are to be taken.
- w) "Project Implementation Summary" as used herein, which is attached to and made part of this Agreement, shall mean that document which sets forth the services and Deliverables that are available pursuant to this Agreement.
- x) "PSAP" as used herein, shall mean public safety answering point which is a facility operated on a twenty-four hour basis, assigned the responsibility of receiving 9-1-1 calls, and as appropriate, directly dispatching emergency response services, or transferring or relaying emergency 9-1-1 calls to other public safety agencies.
- y) "PSTN" means the Public Switched Telephone Network
- z) "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.
- aa) "Records" as used herein, shall mean all working papers and such other information and materials as may have been accumulated by the Contractor in performing the Agreement, including but not limited to, documents, data, plans, books, computations, drawings, Specifications, notes, reports, records, estimates, summaries and correspondence, kept or stored in any form.
- bb) "Site" as used herein, shall mean a location of a computer system or systems consisting of one processing unit (PU) or multiple interconnected processing

State of Connecticut, Department of Administrative Services
Request for Proposals - Next Generation 9-1-1 Emergency Telecommunications System
units.

- cc) "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.
- dd) "System" as used herein, shall mean Contractor furnished or otherwise supplied software and documentation that collectively and in an integrated fashion fulfill the business and technical requirements of this Agreement.
- ee) "Telecommunicator" shall mean means the public safety answering point personnel responsible for the processing of 9-1-1 calls.
- ff) "VSAT" as used herein, shall mean very small aperture terminal which used for disaster or supplementary connectivity for the NG9-1-1 system
- gg) "Warranty Period" as used herein, shall mean the twelve (12) months following acceptance by the Department of the System after successful completion of all System Acceptance Tests.

ATTACHMENT 13 CURRENT PROCESS

As-Is Business Model – High Level Functional Area Diagram



E9-1-1 Emergency Telecommunications System

1. E9-1-1 calls are generated by the public via the public switched telephone network (PSTN)
2. E9-1-1 calls flow from the PSTN to the E9-1-1 ISDN Network
3. E9-1-1 calls are selectively routed by the E9-1-1 ISDN Network Tandems to PSAPs
4. E9-1-1 calls are answered by the public safety telecommunicators at the PSAPs
5. Automatic Location Information (ALI) for each E9-1-1 call is provided to the PSAPs by the E9-1-1 Automatic Location Information Manager (ALIM) Database (previously known as the Automatic Location Identification and Selective Routing Application (ALISA))
6. E9-1-1 calls are processed by which the nature and location of the emergency is determined
7. Emergency response services are dispatched to the emergency by the PSAPs
8. Calls generated from the public and/or central station service to the PSAP 10-digit

E9-1-1 Emergency Telecommunications System	
<p>numbers designated for that purpose are answered by the public safety telecommunicators at the PSAPs</p> <p>9. EMD is provided by the PSAPs if appropriate</p>	

The E9-1-1 Emergency Telecommunications System is comprised of seven workflows:

Workflow Title	
E-1	E9-1-1 Call Answering
E-2	E9-1-1 Call Processing
E-3	Emergency Response Agency Dispatch
E-4	Provision of Emergency Medical Dispatch (EMD) Pre-arrival Instructions
E-5	Non-E9-1-1 Call Answering
E-6	Non-E9-1-1 Call Processing
E-7	Management of the E9-1-1 ALISA Database & Master Street Address Guide (MSAG)

E9-1-1 Call Answering

Workflow Overview:

- E9-1-1 calls are selectively routed to the each PSAP by the E9-1-1 ISDN Network.
- The current system provides visual and audible indications of the receipt of an E9-1-1 call.
- State standard requires that PSAP’s answer 90% of the E9-1-1 calls received in 10 seconds or better.
- E9-1-1 calls can be answered via a telephone set or with a headset by selecting the call status bar on the screen of the E9-1-1 workstation.

E9-1-1 Call Processing

Workflow Overview:

- Public Safety Telecommunicators answer and process emergency calls based on established protocols.
- Telecommunicators determine the nature of the emergency by verbal or TDD communication with the caller.
- Location of the caller is provided to the PSAP by the E9-1-1 system through the delivery of ALI via data links connecting the PSAP with the E9-1-1 ALISA database.

State of Connecticut, Department of Administrative Services

Request for Proposals - Next Generation 9-1-1 Emergency Telecommunications System

- The telecommunicator determines the location of the emergency through verbal or TDD communication with the caller.
- The telecommunicator then determine the appropriate public safety emergency response agencies to dispatch

Emergency Response Agency Dispatch

Workflow Overview:

- Once the nature of the emergency and the location of the emergency is determined the telecommunicator dispatches the appropriate emergency response agencies to the emergency typically utilizing a radio communications system
- The E9-1-1 system ports out the ALI of each E9-1-1 call to a computer aided dispatch (CAD) system to assist the telecommunicator with the dispatch function.

Provision of Emergency Medical Dispatch (EMD) Pre-arrival Instructions

Workflow Overview:

- For medical emergencies the telecommunicators at most PSAPs are trained to provide Emergency Medical Dispatch (EMD) pre-arrival instructions the caller.
- EMD pre-arrival instructions include information for persons at the emergency scene to be able to perform CPR or other life saving techniques prior to the arrival of EMS personal.

Non-E9-1-1 Call Answering

Workflow Overview:

- Non-E9-1-1 calls are received at the PSAP
- The current system provides visual and audible indications of the receipt of a Non-E9-1-1 call, which is distinct from that provided for an E9-1-1 call.
- There are no current State standards requiring performance levels for the servicing of Non-E9-1-1 calls.
- Non-E9-1-1 calls can be answered via a telephone set or with a headset by selecting the call status bar on the screen of the E9-1-1 workstation.

Non-E9-1-1 Call Processing

Workflow Overview:

- Public Safety Telecommunicators answer and process non-emergency calls based on established protocols.
- Public Safety Telecommunicators answer and process emergency calls (e.g., Central Station Service initiated) based on established protocols.
- Telecommunicators determine the nature of the incident by verbal or TDD communication with the caller.

State of Connecticut, Department of Administrative Services

Request for Proposals - Next Generation 9-1-1 Emergency Telecommunications System

- Location of the caller is determined by querying the caller, through either verbal or TDD communication with the caller.
- The telecommunicator then determine the appropriate public safety emergency response agencies to dispatch

Management of the E9-1-1 ALISA Database & Master Street Address Guide (MSAG)

Workflow Overview:

- The E9-1-1 ALISA Database provides the PSAP with an ALI record for each E9-1-1 call that is answered at the PSAP
- The E9-1-1 ALISA Database is currently maintained by AT&T to correct any ALI record errors that are discovered by PSAP while processing an E9-1-1 call.
- The telecommunicator completes an ALI Inquiry Form describing the error and then forwards it to AT&T to update the ALI record.
- The Master Street Address Guide (MSAG) defines the valid street name and street number ranges for each municipality that determines what ALI records can be included in the E9-1-1 ALISA Database
- The Master Street Address Guide (MSAG) is currently maintained by AT&T



ATTACHMENT 14 - SYSTEMS DEVELOPMENT METHODOLOGY (SDM) OVERVIEW

SDM COTS includes seven phases, within which, defined IT work products are created or modified. Every advance to the next phase of the SDM COTS methodology requires a reasoned “Go/No-Go” decision, and sign-off from the Executive Sponsor. Cost-benefit data and analysis should become more detailed at each phase. The 7 phase of SDM-COTS are described below. This guidance is intended to provide agencies and contractors direction on development of their projects, to improve transparency, predictability and efficiency. Project teams should focus on those activities that are relevant and add value to delivery of a successful solution.

Phase 1: Business Issue Phase

The initiation of a project begins when a business need or opportunity is identified. The business need is documented in a high-level requirements document that provides a mechanism for users to describe their expectations of the solution. Approaches for accomplishing the project concept are reviewed for feasibility and appropriateness. The objective of this phase is to capture the scope and characteristics of the proposed system, from the user’s perspective, and the operational environment in which the system needs to function. It also defines sponsorship, funding sources, and the project team members. The project plan is developed which documents the project scope, timeline, budget, projected benefits, risks, resources, and key assumption regarding the project delivery.

Phase 2: Business Requirements Phase

The concept is further developed to describe what must happen in order for the new solution to resolve the business issue. Functional and non-functional business requirements are defined including data, system performance, security, accessibility, and maintainability requirements. Technical requirements are also defined to describe those things that *technically* must be established in order for the business requirements to be achieved. Requirements must be measurable and testable.

The business and technical requirements MUST be completed prior to engaging the COTS Procurement processes (e.g. RFP, ITB, Sole-Source). The DOIT procurement process is invoked and COTS solution alternatives analysis is performed. A recommended COTS solution is identified by the project team. If a Proof of Concept (POC) is warranted to verify the capabilities of a COTS solution alternative, the POC is conducted during this phase, prior to contract award to any contractor.

The high-level deployment strategy & plan is created during this phase.

Phase 3: Design Phase

The COTS contract is established and awarded during this phase. “Contractor Discovery” occurs, where the selected COTS contractor is on-boarded with the State, and the Contractor interviews the project team members to confirm their understanding of the solution requirements (requirements are modified as appropriate). The new product is installed and configured, and product training is delivered to the project team members. The Contractor establishes a detailed plan for product integration, which is subsequently added as input to the overall project plan which is owned by the Technology Manager.

A business process model is created, if necessary, to model business functions/workflows based on the features/functions of the COTS product.

The physical characteristics of the system are designed during this phase. The major subsystems and their inputs and outputs are defined, and processes are allocated to resources. Subsystems identified during design are used to create a detailed structure of the system. Each subsystem is partitioned into one or more design units or modules. Detailed logic specifications are prepared for each software module. A General Design review and a Detail Design review must occur, with signoff from the Technical Review Board (TRB), before the project can proceed into the Construction phase.

Phase 4: Construction Phase

The business requirements, technical requirements, and detailed design components are translated into functioning software modules, and supporting test and training artifacts. During the Construction Phase, the Development Team constructs the software code and recovery plans, the Test Team constructs test scenarios/cases, the Infrastructure Team procures and installs the required hardware/software and network

State of Connecticut, Department of Administrative Services

Request for Proposals - Next Generation 9-1-1 Emergency Telecommunications System

components to create the Development and Test environments, and the Business Team constructs the end-user documentation and training materials.

Phase 5: Testing Phase

The various components of the solution are integrated and tested. The technical team tests the solution to ensure that it satisfies the documented business, technical, and performance requirements as all components are integrated together. The business team tests the system to ensure that the solution satisfies the defined functional requirements from a business process perspective. Training and user documentation is updated as needed. The Production Support team is engaged and prepared for solution turnover.

Phase 6: Implementation Phase

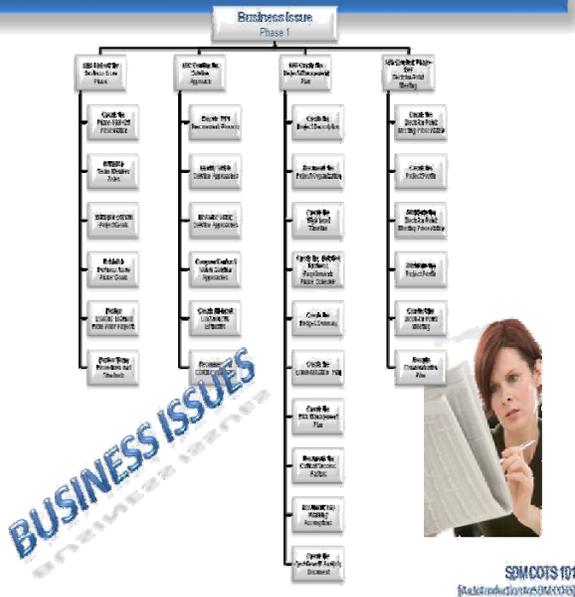
Deploys the solution to the business users in the selected deployment site(s). The Implementation Phase allows for pilot deployments (if appropriate) which provide project teams with the opportunity to assess the solution deployment in a controlled, operational business environment before making the solution generally available. The project team should have evaluated and documented which deployment options best achieves the benefits and objectives of the new system, while introducing the least amount of risk to the business (in the Deployment Strategy & Plan). Typical deployment strategies are either a “Big-Bang” deployment or a “Phased-Based” deployments (e.g. by location, by feature, by role).

Phase 7: Post Implementation Phase

Ensures a smooth transition to the appropriate teams who will provide the ongoing management of the solution. If there are multiple deployments, many of the activities within this phase will be executed for each deployment. The Post-Implementation Phase produces a project summary presentation, which includes a phase-based summary of performance and project lessons learned to be shared across the organization. During this phase, all project documentation is archived and resources are formally released from the project.

State of Connecticut, Department of Administrative Services
Request for Proposals - Next Generation 9-1-1 Emergency Telecommunications System

SDM COTS - Business Issues Phase Task Breakdown



SDM COTS: BUSINESS ISSUES

TASK 1.01

Kick-Off Business Issues

Phase Kick-off Presentation

Using the Phase Kickoff Meeting presentation template, create a kick-off meeting presentation for the phase, and conduct the Phase Kick-off Meeting.

Team Member Roles & Responsibilities

Establish team member roles and responsibilities and as a best practice, the Business and Technology Managers should stakeholder roles/responsibilities and gain acceptance from their team members prior to conducting the Kickoff Meeting.

Overall Project Goals, Objectives, Scope, and Benefits

Establish overall project goals and provide the project team with an overview of the over-arching attributes and constraints of the project. Ensure the team understands the high-level objectives, scope, and proposed benefits.

Business Issue Phase Goals, Objectives, Tasks, and Responsibilities

Establish the specific expectations of the Business Issue Phase and how the phase fits into the overall project objectives.

- Business Issue Phase activities and deliverables;
- Business Issue Phase deliverable owners; and
- Business Issue Phase budget and timeline commitment.

Lessons Learned From Prior Projects

Review lessons learned from prior project experiences.

Team Procedures and Standards

The project team should become familiar with the following, at a minimum:

- Risk & Issue Management tool and procedures;
- Status reporting standards and procedures, meetings, status reporting format and deadlines, and time tracking procedures;
- Sign-off procedures;
- Project guiding principles/best practices.

SDM COTS 101
[An Introduction to SDM COTS]

State of Connecticut, Department of Administrative Services Request for Proposals - Next Generation 9-1-1 Emergency Telecommunications System

SDM COTS: BUSINESS ISSUES

TASK 1.02

Confirm Solution Approach

Execute the Request for Information (RFI) Process

If an RFI is warranted, execute the RFI.

Identify Viable Solution Approaches

Based on the business problem, identify viable solution approaches that the project team could pursue to identify a sound business solution (e.g. COTS, custom development, process change, organizational change, service subscription).

Describe Viable Solution Approaches

Provide a brief narrative description of each viable solution approach alternative within the Solution Approach Document.

Compare/Contrast Viable Solution Approaches

Compare/Contrast each viable solution approach alternative within the Solution Approach Document. List the pros and cons for each solution approach.

Create High-Level Cost/Benefit Estimates

Costs and benefits can be expressed as high-level ranges during the Business Issue phase, as it is difficult to be precise with estimates this early in the project (e.g. \$500k to \$2m).

Recommend a Solution Approach

Based on the analysis of all viable solution approach alternatives, the project team must recommend the solution approach that will be presented to the Project Steering Committee (PSC) at the Phase-End/Decision Point Meeting.

SDM COTS 101

(Analogous to SDM COTS)

SDM COTS: BUSINESS ISSUES

TASK 1.03

Project Management Plan

Create the Project Description

Provides a summary of the business problem(s) being addressed, and the expected benefits should the project goals be achieved.

Document the Project Organization

The Executive Sponsor, Project Steering Committee (PSC) members, Project Team members are named, and any project support roles are identified.

Create the High-Level Project Timeline

Based on early assessment of effort, complexity, and assumptions of resources, document the high-level timeline for the project (start/end dates for each phase).

Create the Detailed Project Schedule for the Business Requirements Phase

Usually developed in MIS Project.

Create the Project Budget Summary

The Project Budget Summary is updated at the conclusion of each SDM phase. Actual-cost-to-date are captured and compared to the planned cost.
(Internal/IT labor cost, External labor cost, Hardware, Software, Training, Travel, Other)

Create the Communications Plan

List all communication targets (i.e. key project stakeholders), and describe the purpose, owner, delivery method, and frequency/target dates for each.

Create the Risk Management Plan

Continuously and proactively identify project risk, assess the probability and impact of each risk, and establish mitigation steps.

Document Critical Success Factors

Document the most critical "things that MUST go right" in order for the project to succeed.

Document Key Planning Assumptions

Document the key planning assumptions that significantly influenced the creation of the plan.

Create the Cost-Benefit Analysis.

Provides a quantitative and qualitative analysis of cost and benefits of each solution approach, describing the value to be gained as a result of the project investment.

State of Connecticut, Department of Administrative Services
Request for Proposals - Next Generation 9-1-1 Emergency Telecommunications System

SDM/COTS: BUSINESS REQUIREMENTS

TASK 2.01

Kick-Off Business Requirements

Approve the Project Profile

Present the Project Profile which was signed by the Executive Sponsor, Business Manager, Technology Manager, and Fiscal Representative to the DOTT Project Profile Review Committee. Get sign-off.

Phase Kick-off Presentation

Using the Phase Kick-off Meeting presentation template, create a kick-off meeting presentation and conduct the Phase kick-off Meeting.

Team Member Roles & Responsibilities

Establish team member roles and responsibilities and as a best practice, the Business and Technology Managers should stakeholder roles/responsibilities and gain acceptance from their team members prior to conducting the Kick-off Meeting.

Overall Project Goals, Objectives, Scope, and Benefits

Review overall project goals and provide an overview of the over-arching attributes and constraints.

Ensure the team understands the high-level objectives, scope, and proposed benefits.

Business Requirements Phase Goals, Objectives, Tasks, and Responsibilities

Review the specific expectations of the Phase and how the phase fits into the overall project objectives.

- *Phase activities and deliverables;
- *Phase deliverable owners; and
- *Phase budget and timeline commitment.

Lessons Learned From Prior Projects

Team Procedures and Standards

The project team should become familiar with the following, at a minimum:

- * Risk & Issue Management tool and procedures;
- * Status reporting standards and procedures, meetings, status reporting form and deadlines, and time tracking procedures;
- * Sign-off procedures
- * Project guiding principles; best practices.

Document Business Requirements

Document the Functional Requirements.

Document the functional requirements for the new solution. Business Subject Matter Experts identify the functional requirements that must be satisfied in order for the new solution to achieve desired results.

Document the Security Requirements.

Document the security requirements that must be addressed by the new solution. Security requirements have three aspects: Confidentiality, Integrity, Accessibility and Permission:

Document the Legal and Regulatory Requirements.

Document the legal and regulatory requirements that must be addressed by the solution.

Document the Performance Requirements.

Performance requirements include: how certain tasks must be completed in a given amount of time or completed within a specific level of accuracy, to satisfy a business need.

Document the Conversion Requirements (if conversion required)

Document the conversion requirements that must be addressed by the solution. Conversion requirements may relate to the conversion of legacy data, software, or hardware in support of the new solution.

Document the Data Retention Requirements

Data retention requirements should be defined for new files, databases, or tables created by the new solution.

Document the System Availability Requirements.

Availability requirements should include days & hours of system operation (e.g. system "up-time").

Conduct a Freedom of Information Act (FOIA) Assessment.

Identify requirements to ensure the greatest degree of access to public records/data, excluding data which is exempt from release under provisions of the Freedom of Information Act. Considerations should address the lowest possible cost to agency and requestors.

Conduct Health Insurance Portability and Accountability Act (HIPAA) Assessment

Identify requirements to ensure HIPAA compliance.

Conduct Business Requirements Signoff Meeting

Conduct the Business Requirements Signoff meeting. Business Requirements must have signoff from the Business Manager, Business Requirements Lead, and all representatives from impacted business areas.

State of Connecticut, Department of Administrative Services
Request for Proposals - Next Generation 9-1-1 Emergency Telecommunications System

SDMCOTS: BUSINESS REQUIREMENTS

TASK2.03

As-Is Business Process Model

Create the "As-Is" Process Model

The "As-Is" process model captures functional data flows, reports, work flows, process flows, roles and responsibilities involved within the current business processes being impacted by the solution.

Conduct Business Process Model Signoff Meeting

Conduct the Business Process Model Signoff meeting. The Business Process Model must have signoff from the Business Manager, Business Requirements Lead, and all representatives from impacted business areas.

SDMCOTS: BUSINESS REQUIREMENTS

TASK2.04

Technical Requirements

Document the Architecture Requirements (prefix "ARCH")

The State of Connecticut's Enterprise Architecture (CEA) standards must be addressed.

Document Architecture or Infrastructure Upgrade Requirements

Based on the defined architecture and infrastructure requirements, document any architecture or infrastructure upgrades that would be required.

Document the Network Requirements (prefix "NET")

Document the network requirements that must be addressed by the solution.

Document the Server Requirements (prefix "SER")

Document the server requirements that must be addressed by the solution.

Document the Database Requirements (prefix "DATA")

Document the database requirements that must be addressed by the solution.

Document the Desktop Requirements (prefix "DESK")

Document the desktop requirements that must be addressed by the solution.

Document the Application Hosting Requirements (prefix "HOST")

If hosted by DOI, document the DOI-specific requirements that must be addressed by the solution.

Document the Directory and Messaging Requirements (prefix "DIRM")

Document the directory & messaging requirements that must be addressed by the solution.

Document the Application/Data Interface Requirements (prefix "INTRF")

Document the application/data interface requirements that must be addressed by the solution.

Document the User/Transaction Volume Requirements (prefix "VOL")

Document the user/transaction volume requirements that must be addressed by the solution.

Prepare the Technical Requirements Document for Vendor

This document is completed and included in the procurement package to the vendor community.

Responding vendors can add their product-specific requirements to each requirements section.

Conduct Technical Requirements Signoff Meeting

Conduct the Technical Requirements Signoff meeting. Technical Requirements must have signoff from the Technology Manager, Security Lead, Infrastructure Lead, Enterprise Architect, Development Lead, and all project team members representing impacted technical areas.

State of Connecticut, Department of Administrative Services Request for Proposals - Next Generation 9-1-1 Emergency Telecommunications System

SDM COTS: BUSINESS REQUIREMENTS

TASK 2.05

COTS Solution Alternatives

Establish the Proposal Review Team.

Identify Proposal Review Team. Members should have representation from Procurement as well as the business and technical areas. DOT Enterprise Architect should also be engaged.

Document the Product/Services Evaluation Criteria.

Document the evaluation criteria to be used to determine which solution best fits the needs of the State. Evaluation criteria should be weighted based on importance.

Confirm the Required Procurement Process.

Determine which procurement process is most appropriate for the project (i.e. Request for Proposal, Invitation to Bid).

Execute the RFP Procurement Process.

If the Procurement Lead has determined that an RFP process is required, execute the RFP process.

Execute the ITB Procurement Process.

If the Procurement Lead has determined that an ITB process is required, execute the ITB process.

Execute the Sole-Source Procurement Process.

If the Procurement Lead has determined that a Sole-Source process is required, execute the Sole-Source process.

SDM COTS 101

(An Introduction to SDM COTS)

SDM COTS: BUSINESS REQUIREMENTS

TASK 2.06

Proof of Concept

Document the POC Proofs

Identify and clearly document those requirements that absolutely must work or the product will fail. These most critical requirements are referred to as the "proofs". The proofs are normally composed of a subset of requirements which are already defined within the Functional, Non-Functional, and Technical Requirements Workbooks.

Establish the POC Environment

Establish the POC environment such that it will reflect a "live" application situation (to the extent possible). When creating the POC environment, the environment should be one where system components are actually integrated and are being exercised, vs. a front-end "demo" system which may just create a "store-front illusion" of application functionality.

Execute the POC

Execute the proofs. Record the results. Execution of the each proof should result in a "Pass or Fail" verdict.

Summarize the POC Results.

Summarize the POC findings and test results for each evaluated product. The POC results should be carried forward into the final solution alternatives analysis and recommendations.

SDM COTS 101

(An Introduction to SDM COTS)

State of Connecticut, Department of Administrative Services
Request for Proposals - Next Generation 9-1-1 Emergency Telecommunications System

SDMCOTS: BUSINESS REQUIREMENTS

TASK 2.07

Solution Recommendation

Select the Recommended Solution

Evaluate the solution alternatives with respect to project constraint requirements, coverage, costs, benefits, fit with architecture, existing policies, risks, and organization readiness. The team recommends the solution it believes best supports the requirements and documents it in the Solution Alternative Document.

Conduct Solution Recommendation Signoff Meeting

Distribute the finalized Solution Alternatives Document and Solution Recommendation presentation to the Project Team for review prior to the Solution Recommendation Signoff Meeting. Conduct the Solution Recommendation Signoff meeting.

SDMCOTS 101
(An Introduction to SDMCOTS)

SDMCOTS: BUSINESS REQUIREMENTS

TASK 2.08

Plan Remaining Phases

Create the Detailed Schedule for the Design Phase

Plan the next phase. Planning best practices include:

- Each task in the schedule should have a duration of 10 business days or less
- Assign a single resource to each task

Update the Project Management Plan with Any Changes

Based on the Business Requirements Phase learnings, update the Project Management Plan which includes:

- High-Level Timeline for Subsequent Phases
- Staffing Plan
- Budget Summary
- Risk Plan
- Communication Plan
- Team Wheel

Update the Cost-Benefit Analysis.

For each solution alternative, complete the Cost-Benefits Analysis (CBA) Template. Complete the CBA Comparison of Alternatives worksheet to provide a consolidated comparison of CBAs for all solution alternatives.

Create the Deployment Strategy & Plan

Describe the deployment strategy by identifying which deployment site(s) are targeted, order for deployment and the approximated time frame for delivery. Describe how the deployments will be structured to maximize business benefits.

SDMCOTS 101
(An Introduction to SDMCOTS)

State of Connecticut, Department of Administrative Services
Request for Proposals - Next Generation 9-1-1 Emergency Telecommunications System

SDMCOTS: BUSINESS REQUIREMENTS

TASK 2.09

Phase End Decision Point Meeting

Phase-End Decision Point Meeting Presentation

Created with the standard presentation template. Should be reviewed with the project team before distributing it to the PSC.

Distribute the Business Requirements Phase-End Decision Point Presentation to the PSC

The Decision Point presentation should be distributed to the PSC at least 48 hours in advance of the scheduled meeting.

Conduct the Phase-End Decision Point Meeting

The Technology Manager is accountable for the presentation delivery. At the conclusion of the presentation, the Technology Manager must ask the PSC to render a "Go", "No-Go" or "Redirect" decision.

Execute the Communication Plan

Communicate the results of the Phase-End Decision Point meeting as defined within the project Communication Plan.

SDMCOTS 101
{An Introduction to SDMCOTS}

State of Connecticut, Department of Administrative Services
Request for Proposals - Next Generation 9-1-1 Emergency Telecommunications System

SDMCO'S: DESIGN

TASK 3.01

Contract Administration

Conduct Contract/Master Agreement Negotiations

Execute the Contract/Master Agreement Negotiation process.

Announce the Contract/Master Agreement Award.

Announce the award of the Contract/Master Agreement. If the potential awardee and the State are unable to reach a contractual agreement, the vendor will be notified that the State has no other option but to consider another vendor.

Conduct On-Going Contract/Master Agreement Management.

Conduct the on-going management of the Contract/Master Agreement.

SDMCO'S: DESIGN

TASK 3.02

Kick-Off Design

Phase Kick-off Presentation

Using the Phase Kickoff Meeting presentation template, create a kick-off meeting presentation for the and conduct the Phase Kick-off Meeting.

Overall Project Goals, Objectives, Scope, and Benefits

Review overall project goals and provide an overview of the over-arching attributes and constraints.

Ensure the team understands the high-level objectives, scope, and proposed benefits.

Design Phase Goals, Objectives, Tasks, and Responsibilities

Review the specific expectations of the Phase and how the phase fits into the overall project objectives.

- Phase activities and deliverables;
- Phase deliverable owners; and
- Phase budget and timeline commitment.

Team Member Roles & Responsibilities

Establish team member roles and responsibilities and as a best practice, the Business and Technology Managers should stakeholder roles/responsibilities and gain acceptance from their team members prior to conducting the Kickoff Meeting.

Lessons Learned From Prior Projects

Team Procedures and Standards

The project team should become familiar with the following, at a minimum:

- Risk & Issue Management tool and procedures;
- Status reporting standards and procedures, meetings, status reporting format and deadlines, and time tracking procedures;
- Sign-off procedures
- Project guiding principles/best practices.

Review Phase Exit Criteria

Refer to the Project Management Plan document for Design Phase exit criteria. Modify exit criteria as appropriate.

State of Connecticut, Department of Administrative Services
Request for Proposals - Next Generation 9-1-1 Emergency Telecommunications System

SDMCOTS: DESIGN

TASK 3.05

To-Be Business Process Model

Create the "To-Be" Process Model.

The "To-Be" process model captures the functional data flows, reports, work flows, process flows, roles and responsibilities involved in the desired business process once the new solution is deployed.

Conduct Business Process Model Signoff Meeting

Conduct the Business Process Model Signoff meeting. The Business Process Model must have signoff from the Business Manager, Business Requirements Lead, and all representatives from impacted business areas.

SDMCOTS: DESIGN

TASK 3.06

General Design

Solution Architecture

A comprehensive view of all aspects of the solution to ensure there are no gaps or technology barriers impacting successful solution delivery. (business applications interaction, hardware, software, development tools, data base entities, business processes, security).

General Functional Specification

The general functional specification maps the business requirements to the various systems which will be impacted in order to support the functional requirements as defined by the Business.

Develop the General Screen design

Identifies the application screen development that is required to support the new solution. List the specific application screen changes that are required to fulfill the requirements.

Develop the General Report Design

Identifies the reports that must be created/modified to support the new solution. List the specific report(s) that are necessary to fulfill the requirements within the business function.

Develop General File and Database Design

Identifies the files/databases required to support the new solution. Lists the data manipulation activity that will occur against each of the databases.

Develop General Application/Data Interface Design

List the application and data interfaces that will be required to support the solution. Include interface name, source file/database name, target file/database name, and a description of interface objective.

Create the Risk Analysis – Scope Workbook

The IT Security Division (DOT) provides planning inputs to the project team which must be factored into future phase planning so that future security scans are accounted for in the project schedule.

Develop General Conversion Design Document

If conversion is required, map the conversion solution components to the conversion requirements and determine how the conversion solution will satisfy each conversion requirement.

Create the Release Strategy & Plan Document

The intent of this document is to identify feature/functions that can be decomposed and bundled into smaller deliveries (i.e. releases) within the larger project.

State of Connecticut, Department of Administrative Services
Request for Proposals - Next Generation 9-1-1 Emergency Telecommunications System

SDMCOTS: DESIGN

TASK 3.07

General Design Review

Conduct the General Design Review Meeting

The purpose of the General Design Review meeting is to ensure that the high level solution design is understood by all key project stakeholders and to identify and address any solution gaps that are identified. The TTB must approve the General Design before the project team can proceed with the Detail Design.

Approve the General Design

Obtain written signoff from the TTB indicating approval of the General Design. If the General Design cannot be approved due to open issues, the project team must work with the TTB member(s) to satisfactorily address the open issues and secure TTB signoff before proceeding with Detail Design activities.

SDMCOTS 101

(An Introduction to SDMCOTS)

SDMCOTS: DESIGN

TASK 3.08

General Design Decision Point Meeting

Create the General Design Decision Point Meeting Presentation

Create using the General Design Decision Point meeting presentation template.

Distribute the General Design Decision Point Presentation to the Project Steering Committee (PSC)

The General Design Decision Point presentation should be distributed to the PSC at least 48 hours in advance of the scheduled Decision Point meeting.

Conduct the General Design Decision Point Meeting

The Technology Manager is accountable for the delivery of the presentation. At the conclusion of the presentation, the Technology Manager must ask the PSC to render a "Go", "No-Go" or "Redirect" decision.

Execute the Communication Plan

Communicate the results of the General Design Decision Point meeting as defined within the project Communication Plan.

Procure Infrastructure

If a "GO" decision is rendered by the PSC, procure the needed infrastructure components for all environments.

SDMCOTS 101

(An Introduction to SDMCOTS)

Detail Design

Create the Detailed Functional Specification

Detailed Functional Specification drills down on the requirements as described in the General Design.

Create the Detailed File and Database Design

The Detailed File and Database Design will drill down on the files/databases, listing the specific data elements within the various files/databases required to support specific business functions.

Develop Detailed Application/Data Interface Design

Details the specific data exchange that occur for each interface. Map the specific data elements between the interface files, so that the precise source and target data sources are understood.

Create the Detailed Report Design

The Detailed Report Design will drill down on the general report design.

Create the Detailed Screen Design

The Detailed Screen Design will drill down on the general screen design.

Create the Detailed Infrastructure Design

The detailed infrastructure design will produce a physical diagram that depicts the specific hardware platform requirements, system software, amount of CPU, disk space, memory, etc.

Complete the Risk Analysis—Scope Workbook

Frames the scope of the security analysis. The Risk Analysis—Scope Workbook identifies the targets of evaluation for subsequent vulnerability analysis during the Construction Phase.

Create the Detailed Conversion Design

Partition the conversion general design into a set of subcomponents that can be more easily managed, assigned, and defined to meet the business and technical requirements of the solution.

Reconcile Detail Design across Planned Releases

Verify the detailed design components against the planned releases captured in the Release Strategy & Plan Document(s). Revise the Release Strategy & Plan Document(s), if necessary.

Create the Requirements Traceability Matrix

Map the design components to the unique requirements to ensure that the design has addressed all requirements, and that no design gaps exist.

State of Connecticut, Department of Administrative Services
Request for Proposals - Next Generation 9-1-1 Emergency Telecommunications System

SDMCOTS: DESIGN

TASK 3.10

Detail Design Review

Conduct the Detail Design Review Meeting

The purpose of the Detail Design Review meeting is to ensure that the high level solution design is understood by all key project stakeholders and to identify and address any solution gaps that are identified. The TRB must approve the Detail Design before the project team can exit the Design Phase.

Approve the Detail Design

Obtain written signoff from the TRB indicating approval of the Detail Design. If the Detail Design can not be approved due to open issues, the project team must work with the TRB member(s) to satisfactorily address the open issues and secure TRB signoff before exiting the Design Phase.

SDMCOTS 101
(An Introduction to SDMCOTS)

State of Connecticut, Department of Administrative Services
Request for Proposals - Next Generation 9-1-1 Emergency Telecommunications System

SDMCOTS: DESIGN

TASK 3.11

Test Strategy & Plan

Document Testing Approach

Describe the type(s) of testing that will occur during the test phase and describe how the tests will be sequenced and managed.

Document Testing Administration Procedures

Describe the defect management process to be used on the project. Describe how test case execution will be tracked and reported. Describe the defect severity levels.

Document Software Build Strategy

Establish a build schedule that sets standard days/times when the Development team will deliver new builds to the Test team (e.g., every Tues by 9 a.m.).

Document Testing Environments

Document the specific server names that compose the test environment.

Document Testing Tools Being Used

List all tools that are being used to support the testing effort, such as defect management tools, automated test execution, and tracing tools.

Document the Test Metrics Being Used

List the test metrics that will be used as indicators of the success, and progress, of the testing effort as a whole.

Document Test Data Requirements

Describe the types of transactions/data that will be required to adequately test all solution requirements.

Document Testing Prioritization

Prioritize the functional components for testing (e.g., 1=High Importance, 4=Low Importance), assigning a testing prioritization value for each component.

Document Testing Sub-Phase Exit Criteria

For each testing sub-phase document the minimum requirements that must be met before proceeding to the next test sub-phase.

SDMCOTS 101

(An Introduction to SDMCOTS)

SDMCOTS: DESIGN

TASK 3.12

Plan Remaining Phases

Create the Detailed Schedule for the Construction Phase

Plan the next phase. Planning best practices include:

- Each task in the schedule should have a duration of 10 business days or less
- Assign a single resource to each task

Update the Project Management Plan with Any Changes

Based on the Design Phase learnings, update the Project Management Plan which includes:

- High-Level Timeline for Subsequent Phases
- Staffing Plan
- Budget Summary
- Risk Plan
- Communication Plan
- Team Wheel

Update the Cost-Benefit Analysis.

Based on the Design Phase learnings, update the Cost-Benefits Analysis (CBA) Template.

SDMCOTS 101

(An Introduction to SDMCOTS)

State of Connecticut, Department of Administrative Services
Request for Proposals - Next Generation 9-1-1 Emergency Telecommunications System

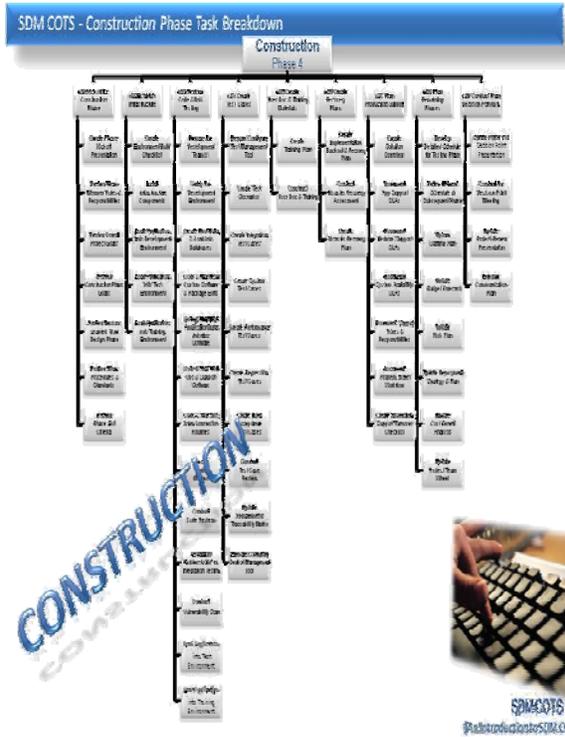
SDMCOTS: DESIGN

TASK 9.13

Phase End Decision Point Meeting
LINES FOR DESIGN LAMP WORKING

- Phase-End Decision Point Meeting Presentation**
Created with the standard presentation template. Should be reviewed with the project team before distributing it to the Project Steering Committee (PSC).
- Distribute the Design Phase-End Decision Point Presentation to the PSC**
The Decision Point presentation should be distributed to the PSC at least 48 hours in advance of the scheduled meeting.
- Conduct the Phase-End Decision Point Meeting**
The Technology Manager is accountable for the presentation delivery. At the conclusion of the presentation, the Technology Manager must ask the PSC to render a "Go", "No-Go" or "Redirect" decision.
- Execute the Communication Plan**
Communicate the results of the Phase-End Decision Point meeting as defined within the project Communication Plan.

SDMCOTS 101
(An Introduction to SDMCOTS)



State of Connecticut, Department of Administrative Services
Request for Proposals - Next Generation 9-1-1 Emergency Telecommunications System

SDMCOTS: CONSTRUCTION

TASK 4.01

Kick-Off Construction

Phase Kick-off Presentation

Using the Phase Kickoff Meeting presentation template, create a kick-off meeting presentation for the and conduct the Phase Kick-off Meeting.

Team Member Roles & Responsibilities

Establish team member roles and responsibilities and as a best practice, the Business and Technology Managers should stakeholder roles/responsibilities and gain acceptance from their team members prior to conducting the Kickoff Meeting.

Overall Project Goals, Objectives, Scope, and Benefits

Review overall project goals and provide an overview of the over-arching attributes and constraints. Ensure the team understands the high-level objectives, scope, and proposed benefits.

Construction Phase Goals, Objectives, Tasks, and Responsibilities

Review the specific expectations of the Phase and how the phase fits into the overall project objectives.

- Phase activities and deliverables;
- Phase deliverable owners; and
- Phase budget and timeline commitment.

Lessons Learned From Prior Projects

Team Procedures and Standards

The project team should become familiar with the following, at a minimum:

- Risk & Issue Management tool and procedures;
- Status reporting standards and procedures, meetings, status reporting format and deadlines, and time tracking procedures;
- Sign-off procedures;
- Project guiding principles/best practices.

Review Phase Exit Criteria

Refer to the Project Management Plan document for Construction Phase exit criteria. Modify exit criteria as appropriate.

SDMCOTS 101

(An Introduction to SDMCOTS)

SDMCOTS: CONSTRUCTION

TASK 4.02

Establish Infrastructure

Create Environment Migration Checklist (e.g. development, test, staging, production)

List the various steps that must be accounted for and completed with each environment migration to ensure a repeatable, smooth environment migration process.

Install the Infrastructure Components

Install the system software, hardware, and network components required to support the development, testing, and training environments.

Load Application into the Development Environment

Install the application into the development environment. Verify that the development environment is operational and ready for use. Utilize the Environmental Migration Checklist.

Load Application into the Test Environment

Install the application into the test environment. Verify that the test environment is operational and ready for use. Utilize the Environmental Migration Checklist.

Load Application into the Training Environment

Install the application into the training environment. Verify that the training environment is operational and ready for use. Utilize the Environmental Migration Checklist.

SDMCOTS 101

(An Introduction to SDMCOTS)

State of Connecticut, Department of Administrative Services Request for Proposals - Next Generation 9-1-1 Emergency Telecommunications System

SDMCO'S: CONSTRUCTION

TASK 4.03

Code and Unit Test

16292888

Prepare the Development Team

Educate the team on development and testing standards, tools, and environment. Validate installation of components.

Verify the Development environment

The Development Lead must now verify the development environment is operational and ready for code & unit testing.

Create Test Data and Load into Test Databases

Create development and test data based on the test data requirements described in the Test Strategy & Plan document.

Code and Unit Test Custom Software and Package Extensions

Develop software and capabilities to meet the solution requirements.

Code and Unit Test Application/Data Interface Software

Develop software necessary to support exchanging data between the solution and other installed applications and legacy systems. This could include web services, middleware, and batch-file interfaces.

Code and Unit Test Software for Operating and Supporting the Solution

Develop software needed to recover from failure of any automated processes that support the solution as designed.

Code and Unit Test Data Conversion Routines

Develop software needed to convert existing data and create new data designed to support the solution.

Execute Code Merges

Merge software products from concurrent development efforts.

Conduct Code Reviews

Code reviews should be conducted from a functional, security, and performance perspective to ensure that the software is performing according to specifications.

Establish the "Golden Build" for Integration Testing

Assemble and stage all final solution components. Confirm the final software "build" that will be migrated to the test environment for integration testing during the Testing Phase.

Conduct the Vulnerability Scan

Execute the Vulnerability Scan to identify system security exposures that might expose the State to an adverse impact which could compromise and/or negatively impact the business.

Load Application into the Test Environment

Install the application into the test environment(s). Verify that the test environment(s) are operational and ready.

Load Application into the Training Environment

Install the application into the Training environment. Verify that the training environment is operational and ready.

SDMCO'S: CONSTRUCTION

TASK 4.04

Test Cases

16292888

Prepare and Configure the Test Management Tool

Complete any initial setup and configuration of the test management tool. Test scenarios and cases will be created within the tool once it is prepared.

Create Test Scenarios

Business and technical requirements will drive various test scenarios. Test scenarios should provide a general description of "what" functionality is being tested.

Create Integration Test Cases

Integration test cases are created to focus on validating the interaction of individual internal/external interfaces.

Create System Test Cases

System test cases are created to focus on validating the system end to end (i.e. all features/functions, all interfaces/connectivity).

Create Performance Test Cases

Performance test cases validate the technical architecture and performance of the application.

Create Regression Test Cases

Create a base set of fundamental test cases which are executed with each new software build to help ensure that a "fix" did not introduce a defect into previously working functionality.

Create User Acceptance Test Cases

User acceptance testing is performed by the Business and pertains to testing the application to ensure that the solution meets all business requirements.

Conduct Test Case Review

Once all test cases have been created for the project, the Test Lead must schedule and facilitate a test case review meeting.

Update the Requirements Traceability Matrix with Test Scenarios and Test Cases

Map all test scenarios and test cases to the defined Business Requirements within the Requirements Traceability Matrix.

Prepare and Configure the Defect Management Tool

Complete any initial setup and configuration of the defect management tool so that it is ready for use.

State of Connecticut, Department of Administrative Services
Request for Proposals - Next Generation 9-1-1 Emergency Telecommunications System

SDMCOTS: CONSTRUCTION

TASK 4.05

User Documentation and Training Materials

Create the Training Plan

Create a plan Training Plan that outlines the objectives, needs, strategy, and curriculum to be addressed when training users on the new or enhanced information system. Activities needed to support the development of training materials, coordination of training schedules, reservation of personnel and facilities, planning for training needs, and other training-related tasks.

Create User Documentation and Training Materials

Create the materials required for user training and support of the solution. There are no SIMM templates for the actual user documentation & training deliverables, in that they may be customized, purchased, or computer-based.

SDMCOTS 101

(An Introduction to SDMCOTS)

SDMCOTS: CONSTRUCTION

TASK 4.06

Recovery Plans

Create the Implementation Back Out & Recovery Plan

Create a plan to use if the solution is canceled, during or after deployment, to restore to the state prior to the introduction of the solution.

Conduct the Disaster Recovery Assessment

During the Construction Phase, review the project documentation and declare whether or not a disaster recovery plan is required for the solution.

Create the Disaster Recovery (DR) Plan

If it is determined by the Disaster Recovery Assessment that a DR plan is required for the project, it must now be completed during the Construction Phase.

SDMCOTS 101

(An Introduction to SDMCOTS)

Plan Production Support

Create a Solution Overview for the Production Support Team

Provide a documented solution overview. Include a detailed list of software, hardware, version numbers/releases, etc.

Document the Application Support Service Levels

Describe the hours of coverage for operational and technical service support. Include an agreed-upon response time for problem management.

Document the Network Support Service Levels

Describe the hours of coverage for network support together with response times. State the arrangements for support outside these times.

Document System Availability Service Levels

Describe the times that the server and application will be available for use in a specific location.

Document the Support Roles and Responsibilities

Identify the roles and responsibilities for all resources, such as users, operational support resources, and who will perform support for such functions.

Document the Problem Ticket Workflow and Escalation Path

Document the workflow and procedures which describe how a problem is captured and assigned. Describe how the ticket will be routed throughout the organization and escalated.

Create the Production Support Turnover Checklist

Create a list of items that must be successfully addressed before the Production Support organization will accept the support responsibilities for the new solution.

SDMCOTS 101

(An Introduction to SDMCOTS)

Plan Remaining Phases

Create the Detailed Schedule for the Test Phase

Plan the next phase. Planning best practices include:

- Each task in the schedule should have a duration of 10 business days or less
- Assign a single resource to each task

Update the Project Management Plan with Any Changes

Based on the Construction Phase learnings, update the Project Management Plan which includes:

- High-Level Timeline for Subsequent Phases
- Staffing Plan
- Budget Summary
- Risk Plan
- Communication Plan
- Team Wheel

Update the Cost-Benefit Analysis.

Based on the Construction Phase learnings, update the Cost-Benefits Analysis (CBA) Template.

Update the Deployment Strategy & Plan

Based on the Construction Phase learnings, update the Deployment Strategy & Plan.

SDMCOTS 101

(An Introduction to SDMCOTS)

State of Connecticut, Department of Administrative Services
Request for Proposals - Next Generation 9-1-1 Emergency Telecommunications System

SDM COTS: CONSTRUCTION

TASK 4.09

Phase End Decision Point Meeting

Phase-End Decision Point Meeting Presentation

Created with the standard presentation template. Should be reviewed with the project team before distributing it to the Project Steering Committee (PSC).

Distribute the Construction Phase-End Decision Point Presentation to the PSC

The Decision Point presentation should be distributed to the PSC at least 48 hours in advance of the scheduled meeting.

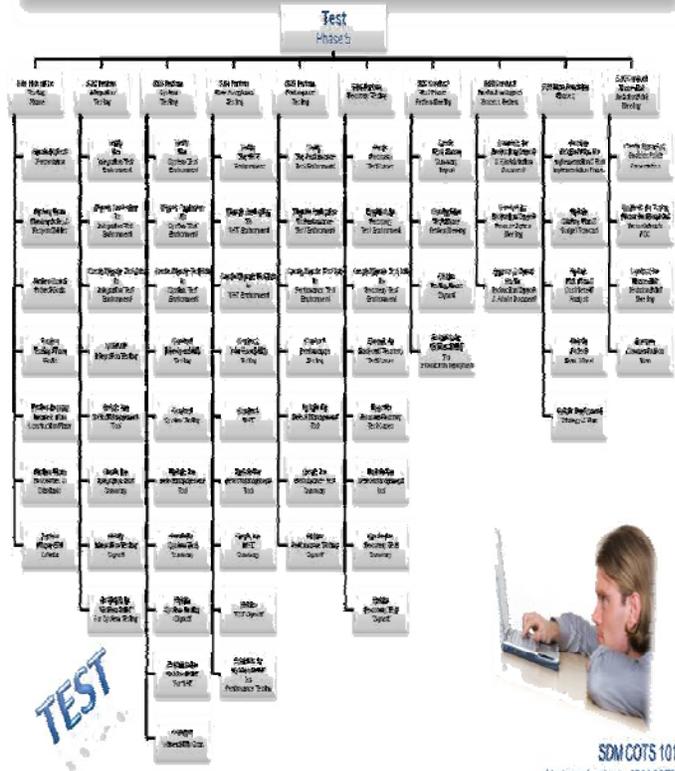
Conduct the Phase-End Decision Point Meeting

The Technology Manager is accountable for the presentation delivery. At the conclusion of the presentation, the Technology Manager must ask the PSC to render a "Go", "No-Go" or "Redirect" decision.

Execute the Communication Plan

Communicate the results of the Phase-End Decision Point meeting as defined within the project Communication Plan.

SDM COTS - Testing Phase Task Breakdown



Kick-Off Testing

Phase Kick-off Presentation

Using the Phase Kickoff Meeting presentation template, create a kick-off meeting presentation for the and conduct the Phase Kick-off Meeting.

Team Member Roles & Responsibilities

Establish team member roles and responsibilities and as a best practice, the Business and Technology Managers should stakeholder roles/responsibilities and gain acceptance from their team members prior to conducting the kickoff meeting.

Overall Project Goals, Objectives, Scope, and Benefits

Review overall project goals and provide an overview of the over-arching attributes and constraints. Ensure the team understands the high-level objectives, scope, and proposed benefits.

Test Phase Goals, Objectives, Tasks, and Responsibilities

Review the specific expectations of the Phase and how the phase fits into the overall project objectives.

- Phase activities and deliverables;
- Phase deliverable owners; and
- Phase budget and timeline commitment.

Lessons Learned From Prior Projects

Team Procedures and Standards

The project team should become familiar with the following, at a minimum:

- Risk & Issue Management tool and procedures;
- Status reporting standards and procedures, meetings, status reporting format and deadlines, and time tracking procedures;
- Sign-off procedures;
- Project guiding principles/best practices.

Review Phase Exit Criteria

Refer to the Project Management Plan document for Test Phase exit criteria. Modify exit criteria as appropriate.

Integration Testing

Verify the Integration Test environment

The test environments were built by the Infrastructure Team during the Construction Phase. Verify that all checklist items designated for the Testing Phase have been successfully addressed.

Migrate the application to the Integration Test environment

Migrate the "Golden Build" created at the end of the Construction Phase from the development environment to the integration test environment.

Create/migrate the test data to the Integration Test environment

Based on the test data requirements defined in the Test Strategy & Plan, populate the Integration Test environment with the test data.

Conduct Integration Testing

For each application area (in a stand-alone fashion), verify integration functionality.

Update the Defect Management Tool

Any test results not meeting the identified test specifications should be identified as defects and captured within the defect management tool.

Create the Integration Test Summary

Create a summary of the integration testing results once all planned integration testing is complete.

Obtain Integration Testing signoff

Compare the results contained within the Integration Test Summary to the Integration Testing Exit Criteria defined within the Test Strategy & Plan document.

Establish the "Golden Build" for System Testing

To prepare for System Testing activities, assemble all solution components and confirm the final software "build" that will be migrated to the system testing environment.

System Testing

Verify the System Test Environment

Verify that all checklist items designated for the Testing Phase have been successfully addressed within the Environment Migration Checklist document.

Migrate the Application to the System Test Environment

Migrate the "Golden Build", created at the end of the Integration Testing, from the integration test environment to the system test environment.

Create/Migrate the test data to the System Test environment

Based on the test data requirements defined in the Test Strategy & Plan, populate the System Test environment with the test data.

Conduct Inter-Operability Testing

Verify that connectivity between the various system components are operational before further system testing is done (verify connectivity/interoperability of components).

Conduct System Testing

Execute end-to-end system test scenarios.

Update the Defect Management Tool

Any test results not meeting the identified test specifications should be identified as defects and captured within the defect management tool.

Create the System Test Summary

Create a summary of the system testing results once all planned system testing is completed.

Obtain System Testing Sign-Off

Compare the results contained within the System Test Summary to the System Testing Exit Criteria defined within the Test Strategy & Plan document.

Establish the "Golden Build" for User Acceptance Testing (UAT)

To prepare for UAT activities, assemble all solution components and confirm the final software "build" that will be migrated to the UAT environment to serve as the base software build for UAT.

Conduct the Vulnerability Scan

Execute the Vulnerability Scan to identify any system security exposures that might expose the State to an adverse impact which could compromise and/or negatively impact the business.

User Acceptance Testing (UAT)

Verify the UAT Environment

Verify that all checklist items designated for the Testing Phase have been successfully addressed within the Environment Migration Checklist document.

Migrate the Application to the UAT Environment

Migrate the "Golden Build" created at the end of the System Testing, from the system test environment to the UAT environment.

Create/Migrate the test data to the UAT environment

Based on the test data requirements defined in the Test Strategy & Plan, populate the UAT environment with the test data.

Conduct Interoperability Testing

This testing is executed to verify that connectivity between the various system components is operational before further UAT is done.

Conduct User Acceptance Testing

This testing will be very similar to the testing performed during Integration and System test levels, but with more of a focus on true user scenarios.

Update the Defect Management Tool

Any test results not meeting the identified test specifications should be identified as defects and captured within the defect management tool.

Create the UAT Summary

Create a summary of the UAT results once all planned user acceptance testing is completed.

Obtain UAT Sign-Off

Compare the results contained within the UAT Summary to the UAT Exit Criteria defined within the Test Strategy & Plan document.

Establish the "Golden Build" for Performance Testing

To prepare for performance test activities, assemble all solution components and confirm the final software "build" that will be migrated to the performance test environment.

State of Connecticut, Department of Administrative Services
Request for Proposals - Next Generation 9-1-1 Emergency Telecommunications System

SDMCOTS:TEST

TASK 5.05

Performance Testing

Verify the Performance Testing Environment

Verify that all checklist items designated for the Testing Phase have been successfully addressed. For applications that will be hosted by DOT, the "Staging" environment is used for performance testing.

Migrate the Application to the Performance Test Environment

Migrate the "Golden Build" created at the end of System Testing from the system test environment to the performance test environment.

Create/Migrate the test data to the Performance Test environment

Based on the test data requirements defined in the Test Strategy & Plan, populate the Performance Test environment with the test data.

Conduct Performance Testing

The following types of testing should be conducted during Performance Testing: *Performance, Stress Endurance, Volume.*

Update the Defect Management Tool

Any test results not meeting the identified test specifications should be identified as defects and captured within the defect management tool.

Create the Performance Test Summary

Create a summary of the Performance Test results once all planned performance testing is completed.

Obtain Performance Test Sign-Off

Compare the results contained within the Performance Test Summary to the Performance Test Exit Criteria defined within the Test Strategy & Plan document.

SDMCOTS 101

(An Introduction to SDMCOTS)

SDMCOTS:TEST

TASK 5.06

Recovery Testing

Create Recovery Test Cases

Create test cases to validate that recovery procedures will work as expected, in the event that the new system implementation needs to be backed out and restored or an unplanned disaster occurs.

Establish the Recovery Test Environment

Identify the environment that will be used to execute the back out/recovery tests.

Create/Migrate the Test Data to the Recovery environment

Based on the test data requirements defined in the Test Strategy & Plan, populate the Recovery environment with the test data.

Execute the Back Out and Recovery Test Cases

Execute the Back out & Recovery test cases. Verify that all software components have been restored to their previous and expected state.

Execute Disaster Recovery Test Cases

Execute the Disaster Recovery test cases of the Disaster Recovery plan. Verify that all software components have been restored to their previous and expected state.

Update the Defect Management Tool

Any test results not meeting the identified test specifications should be identified as defects and captured within the defect management tool.

Create the Recovery Test Summary

Create a summary of the Recovery Test results once all planned performance testing is complete.

Obtain Recovery Test Sign-Off

Compare the results contained within the Recovery Test Summary to the Recovery Test Exit Criteria defined within the Test Strategy & Plan document.

SDMCOTS 101

(An Introduction to SDMCOTS)

State of Connecticut, Department of Administrative Services
Request for Proposals - Next Generation 9-1-1 Emergency Telecommunications System

SDMCOTS:TEST

TASK5.07

Test Phase Review

Create the Testing Phase Summary Report

Create an overall cumulative summary of the Testing Phase results once all planned testing is completed. The Testing Lead should have already had the test summary data established, as the required test metrics should be updated on a daily basis during the course of the Testing Phase.

Conduct the Test Summary Review Meeting

The Testing Lead hosts a Test Summary Review meeting. The Test Phase Summary Report should be compared with the quality and phase exit criteria as defined in the Test Strategy & Plan and the Project Management Plan.

Obtain Testing Phase Sign-Off

Acquire approval and sign-off by the Business Manager, Business Requirements Lead, Technology Manager, Security Lead, and Testing Lead. Sign-off indicates that the signing team member approves the results of the testing phase and recommends moving the new solution to production.

Establish the "Golden Build" for Production Deployment

Assemble all solution components and confirm the final software "build" that will be migrated to the production environment.

SDMCOTS 101
(An Introduction to SDMCOTS)

SDMCOTS:TEST

TASK5.08

Production Support Process Review

Complete the Production Support and Administration Document

This document will describe the organization support service level agreements, problem ticket work flow, escalation paths, and a checklist that must be satisfied before the new system can transition to the Production Support team.

Conduct the Production Support Process Review Meeting

The Production Support Lead hosts a Production Support Process Review meeting. An overview of the solution, and the implementation timelines are reviewed. A walkthrough of the Production Support & Administration document is provided for the Production Support Team, who are the recipients of application support once the new solution is deployed.

Approve and Sign-off on the Production Support and Administration Document

The Production Support team must sign off on the Production Support & Administration document once the Production Support Process review has been completed.

SDMCOTS 104
(An Introduction to the SBA COES)

State of Connecticut, Department of Administrative Services
Request for Proposals - Next Generation 9-1-1 Emergency Telecommunications System

SDMCOTS:TEST

TASK 5.09

Plan Remaining Phases

Create the Detailed Schedule for the Implementation Phase

Plan the next phase. Planning best practices include:

- Each task in the schedule should have a duration of 10 business days or less
- Assign a single resource to each task

Update the Project Management Plan with Any Changes

Based on the Test Phase learnings, update the Project Management Plan which includes:

- High-Level Timeline for Subsequent Phases
- Staffing Plan
- Budget Summary
- Risk Plan
- Communication Plan
- Team Wheel

Update the Cost-Benefit Analysis.

Based on the Test Phase learnings, update the Cost-Benefits Analysis (CBA) Template.

Update the Deployment Strategy & Plan

Based on the Test Phase learnings, update the Deployment Strategy & Plan.

SDMCOTS 101

[An Introduction to SDMCOTS]

SDMCOTS:TEST

TASK 5.10

Phase End Decision Point Meeting

Phase-End Decision Point Meeting Presentation

Created with the standard presentation template. Should be reviewed with the project team before distributing it to the Project Steering Committee (PSC).

Distribute the Test Phase-End Decision Point Presentation to the PSC

The Decision Point presentation should be distributed to the PSC at least 48 hours in advance of the scheduled meeting.

Conduct the Phase-End Decision Point Meeting

The Technology Manager is accountable for the presentation delivery. At the conclusion of the presentation, the Technology Manager must ask the PSC to render a "Go", "No-Go" or "Redirect" decision.

Execute the Communication Plan

Communicate the results of the Phase-End Decision Point meeting as defined within the project Communication Plan.

SDMCOTS 101

[An Introduction to SDMCOTS]

State of Connecticut, Department of Administrative Services
Request for Proposals - Next Generation 9-1-1 Emergency Telecommunications System

SDM COTS - Implementation Phase Task Breakdown



SDM COTS 101
(An Introduction to SDM COTS)

SDM COTS: IMPLEMENTATION

TASK 6.01

Kick-Off Implementation
11/20/11 11:11:11 AM

Phase Kick-off Presentation

Using the Phase Kickoff Meeting presentation template, create a kick-off meeting presentation for the and conduct the Phase Kick-off Meeting.

Team Member Roles & Responsibilities

Establish team member roles and responsibilities and as a best practice, the Business and Technology Managers should stakeholder roles/responsibilities and gain acceptance from their team members prior to conducting the Kickoff Meeting.

Implementation Phase Goals, Objectives, Tasks, and Responsibilities

Review the specific expectations of the Phase and how the phase fits into the overall project objectives.

- Phase activities and deliverables;
- Phase deliverable owners; and
- Phase budget and timeline commitment.

Lessons Learned From Prior Projects

Team Procedures and Standards

The project team should become familiar with the following, at a minimum:

- Risk & Issue Management tool and procedures;
- Status reporting standards and procedures, meetings, status reporting format and deadlines, and time tracking procedures;
- Sign-off procedures
- Project guiding principles/best practices.

Review Phase Exit Criteria

Refer to the Project Management Plan document for Implementation Phase exit criteria. Modify exit criteria as appropriate.

SDM COTS 101
(An Introduction to SDM COTS)

State of Connecticut, Department of Administrative Services Request for Proposals - Next Generation 9-1-1 Emergency Telecommunications System

SDM COTS: IMPLEMENTATION

TASK 6.02

Establish Production Environment

Migrate Infrastructure to Production Environment

Verify that all checklist items designated for the Implementation Phase have been successfully addressed within the Environment Migration Checklist document.

Migrate Application Software to Production Environment

Migrate the "Golden Build" created at the end of the Testing Phase from the staging environment to the production environment. Migrate all middle-ware and database components to production.

Convert and Load Static Solution Data

Use the data conversion facilities prepared in the Construction Phase to convert the static data from existing systems or other sources.

Activate the New Solution

Activate the new solution in the production environment so that it becomes live and available for use by the business.

Execute Regression Testing

This testing is executed to verify that the fundamental system functionality is operational. This testing is usually very limited, in that it is done within a production environment.

Execute Production Support Processes

Involve the production support process to handle any issues identified during the production deployment. Any deployment issues should be captured in the production incident management.

Conduct the Vulnerability Scan

Execute the Vulnerability Scan to identify any system security exposures that might expose the State to an adverse impact which could compromise and/or negatively impact the business.

Conduct the Go/No-Go Meeting for Solution Deployment

Compare the implementation results to the pre-determined Implementation Phase exit criteria as defined in the Project Management Plan. Make a "Go" or "No-Go" decision regarding the success.

Execute the Communication Plan

Communicate the outcome of the production deployment to key organizational stakeholders. Clearly state any next steps if needed.

SDM COTS 101

(An Introduction to SDM COTS)

SDM COTS: IMPLEMENTATION

TASK 6.03

Production Parallel Testing

Conduct Parallel Testing

Execute parallel test scenarios. Identify and verify the outputs to be compared to validate processing results.

Update the Defect Management Tool

Any test results not meeting the identified test specifications should be identified as defects and captured within the defect management tool.

Create the Test Summary

Create a summary of the parallel testing results once all planned parallel testing is completed.

Obtain Parallel System Testing Sign-Off

Compare the results contained within the Test Summary to the Parallel Testing Exit Criteria defined within the Test Strategy & Plan document.

Deactivate the Legacy solution.

Deactivate the legacy solution once successful parallel test results have been achieved.

SDM COTS 101

(An Introduction to SDM COTS)

Pilot Deployment

Activate & Train Pilot Users

Verify that all user setup and authentication requirements have been addressed before the pilot users attempt to access the system. Deliver training to pilot users based on the Training Plan created during the Construction Phase of the project.

Execute Product Support Processes

Invoke the production support process to handle any issues identified during the pilot deployment. Any deployment issues should be captured in the production incident management tool. Determine how defects will be addressed during the deployment period (e.g. change the software, modify the training materials, deploy a fix in a later release, etc.).

Conduct Go/No-Go Meeting for Pilot Deployment

Compare the pilot results to the pre-determined implementation phase exit criteria as defined in the Project Management Plan. Make a "Go" or "No-Go" decision regarding the success of the pilot.

Execute Communications Plan

Communicate the outcome of the pilot to key organizational stakeholders. Clearly state any next steps if needed.

Prepare for Subsequent Deployments

Prepare to deploy the solution to all remaining sites. Confirm list of all end-users that must be activated.

State of Connecticut, Department of Administrative Services
Request for Proposals - Next Generation 9-1-1 Emergency Telecommunications System

SDM COTS: IMPLEMENTATION

TASK 6.05

General Deployment

Activate and Train General Deployment Users

Verify that all user setup and authentication requirements have been addressed before the general deployment users attempt to access the system. Deliver training to general deployment users based on the Training Plan created during the Construction Phase of the project.

Execute Product Support Processes

Invoke the production support process to handle any issues identified during the General production deployment. Any deployment issues should be captured in the production incident management tool.

Conduct Go/No-Go Meeting for General Deployment

Compare the General Deployment results to the pre-determined implementation phase exit criteria as defined in the Project Management Plan. Make a "Go" or "No-Go" decision regarding the success of the General Deployment.

Execute Communications Plan

Communicate the outcome of the General Deployment to key organizational stakeholders. Clearly state any next steps if needed.

SDM COTS 101
(An Introduction to SDM COTS)

Execute Back Out and Recovery

EXECUTE BACK OUT AND RECOVERY

Execute Implementation Back Out & Recovery Plan

If a "No-Go" decision is reached during any of the planned Go/No-Go decision meetings scheduled during the Implementation Phase, execute the Back Out/Recovery plan which was documented and tested in earlier phases. Verify that the impacted solution components have been successfully restored to the desired previous state.

Conduct a Post-Mortem

The project team must conduct a post-mortem to gain a clear understanding of the root cause behind the issues leading to the "No-Go" implementation decision and determine the next steps now that the new solution has been backed out. The team must determine if/when a deployment will be attempted in the future and what steps must be addressed before a future deployment can be considered.

Meet with the Project Steering Committee (PSC)

The project team may need to schedule an emergency meeting with the Project Steering Committee as soon as possible to review the post-mortem results and recommended next steps.

SDMCOTS 101

(An Introduction to SDMCOTS)

Phase End Decision Point Meeting

PHASE END DECISION POINT MEETING

Phase-End Decision Point Meeting Presentation

Created with the standard presentation template. Should be reviewed with the project team before distributing it to the Project Steering Committee (PSC).

Distribute the Implementation Phase-End Decision Point Presentation to the PSC

The Decision Point presentation should be distributed to the PSC at least 48 hours in advance of the scheduled meeting.

Conduct the Phase-End Decision Point Meeting

The Technology Manager is accountable for the presentation delivery. At the conclusion of the presentation, the Technology Manager must ask the PSC to render a "Go", "No-Go" or "Refract" decision.

Execute the Communication Plan

Communicate the results of the Phase-End Decision Point meeting as defined within the project Communication Plan.

SDMCOTS 101

(An Introduction to SDMCOTS)

State of Connecticut, Department of Administrative Services
Request for Proposals - Next Generation 9-1-1 Emergency Telecommunications System

SDM COTS: IMPLEMENTATION

TASK 6.0.8

Transition Solution to Production

Schedule and Run Solution Operations

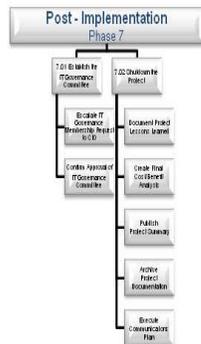
Schedule and execute production processing, verifying the security facilities are not isolated and application and data integrity are upheld. Verify that the Service Level Agreements (SLAs) on solution availability and business process operations is met, as defined in the Production Support & Administration document. Verify that the disaster recovery plans are current. Monitor system use and plan ongoing capacity requirements.

Get Production Support Sign-Off

Complete the Production Support Turnover Checklist, contained within the Production Support & Administration Document. The checklist items must be satisfied by the project team before the Production Support team approves transition of the solution to production.

SDM COTS 101
(An Introduction to SDM COTS)

SDM COTS - Implementation Phase Task Breakdown



SDM COTS 101
(An Introduction to SDM COTS)

**State of Connecticut, Department of Administrative Services
Request for Proposals - Next Generation 9-1-1 Emergency Telecommunications System**

SDMCOTS: POST IMPLEMENTATION

TASK7.01

Transition Solution to Production
(Transition Solution to Production)

Escalate IT Governance Committee Membership request to CIO.

The Technology Manager formally escalates a request to the CIO's attention, to appoint the proper DOT individual to secure resource commitment to the IT Governance Committee. Provide the CIO with the sample IT Governance Committee Membership Invitation letter.

Confirm Approval of the IT Governance Committee.

The Technology Manager confirms formal approval from the CIO on the appointed IT Governance Committee membership.

SDMCOTS 101
(An Introduction to SDMCOTS)

State of Connecticut, Department of Administrative Services
Request for Proposals - Next Generation 9-1-1 Emergency Telecommunications System

SDMCOTS: POST IMPLEMENTATION

TASK 7.02

Transition Solution to Production
TRANSITION SOLUTION TO PRODUCTION

Document Project Lessons Learned

Conduct a lessons learned meeting with the project team. Discuss what worked well on the project and what should be changed on future projects. Document the outcome of the lessons learned session in the form of a Power Point presentation to be included in the project summary presentation.

Create the Final Cost-Benefit Analysis

Make the final revisions to the Cost-Benefit Analysis document. Include a snapshot of the final Cost-Benefit Analysis in the Project Summary presentation.

Publish Project Summary

Complete the Project Summary and publish to key stakeholders across the organization. The Project Summary should include a list of project team members, final budget summary, timeline summary, and project lessons learned.

Archive Project Documentation

Archive all project documentation into the document repository which was designated in the Project Configuration Management plan.

Execute Communications Plan

Execute a final project communication to all stakeholders announcing the formal closure of the project and the release of all project resources. List all released project resources and attach a copy of the Project Summary presentation.

SDMCOTS 104
{An Introduction to SDMCOTS}

**State of Connecticut, Department of Administrative Services
Request for Proposals
Next Generation 9-1-1 Emergency Telecommunications System**

ATTACHMENT 15 – PROJECT SCHEDULE

Instructions: The completed Project Implementation Schedule should be inserted as Attachment 15. The foundation of the Project Implementation Schedule is the Work Breakdown Structure (WBS). In most cases, the WBS is developed using MS Project. Links are provided below for the generic SDM-standard and SDM-COTS. The generic WBS is modified by the project team to reflect specific task names, duration, predecessors, etc. These are modified by the project manager based on the needs and resource assignment to the project.

A planning best practice is that no detailed tasks contained in the schedule should have a duration of more than 10 days (2 weeks) so that deliverables are constantly produced.

Invoice and payment schedules may be itemized in the Project Implementation Schedule.

http://www.ct.gov/doitservices/lib/doitservices/MS_Project_SDM_Template_-_Standard.mpp

http://www.ct.gov/doitservices/lib/doitservices/MS_Project_SDM_Template_-_COTS.mpp

NG9-1-1 System SDM Project Schedule

ID	Task Name	% Complete	Predecessors	Duration	Start	Finish
1	SDM Phase 1 - Business Issues Phase	100%			09/01/09	11/27/09
2	1.01 Kick-off the Business Issues Phase	100%			09/01/09	09/09/09
3	Create Kick-Off Presentation	100%			09/14/09	09/14/09
4	Review Team Member Roles and Responsibilities	100%			09/14/09	09/18/09
5	Review Overall Project Goals, Objectives, Scope, and Benefits	100%			09/21/09	09/26/09
6	Review Business Issues Phase Goals, Objectives, Tasks and Responsibilities	100%			09/28/09	10/02/09
7	Review Lessons Learned from Business Issue Phase	100%			10/05/09	10/09/09
8	Review Team Procedures and Standards	100%			10/05/09	10/09/09
9	1.02 Confirm Solution Approach	100%			10/12/09	10/16/09
10	Execute the Request for Information (RFI) Process	N/A			NA	NA
11	Identify Viable Solution Approaches	100%			10/12/09	10/14/09
12	Describe Viable Solution Approaches	100%			10/12/09	10/14/09
13	Compare/Contrast Viable Solution Approaches	100%			10/13/09	10/15/09
14	Create High-Level Cost/Benefit Estimates	100%			10/15/09	10/16/09
15	Recommend a Solution Approach	100%			10/16/09	10/16/09
16	1.03 Create Project Management Plan	100%			10/17/09	10/30/09
17	Create the Project description	100%			10/19/09	10/18/09
18	Document the Project Organization	100%			10/19/09	10/23/09
19	Create the High Level Project Timeline	100%			10/19/09	10/23/09
20	Create the Detailed Project Schedule for the Business Requirements Phase	100%			11/13/09	11/18/09
21	Create the Project Budget Summary	100%			10/26/09	10/30/09

State of Connecticut, Department of Administrative Services
Request for Proposals
Next Generation 9-1-1 Emergency Telecommunications System

22	Create the Communications Plan	100%			10/26/09	10/30/09
23	Create the Risk Management Plan	100%			10/26/09	10/30/09
24	Document Critical Success Factors	100%			10/26/09	10/30/09
25	Document Key Planning Assumptions	100%			10/26/09	10/30/09
26	Create the Cost Benefit Analysis (CBA) Document	100%			11/17/09	11/20/09
27	1.04 Conduct Phase-End Decision Point Meeting	100%			11/24/09	11/24/09
28	Create Phase-End Decision Point Meeting Presentation	100%			11/17/09	11/20/09
29	Create Project Profile	100%			11/18/09	11/18/09
30	Distribute the Business Issue Phase-End Decision Point Presentation PSC	100%			11/24/09	11/24/09
31	Distribute the Project Profile to the PSC	100%			11/24/09	11/24/09
32	Conduct the Phase-End Decision Point Meeting	100%			11/24/09	11/24/09
33	Execute the Communication Plan	100%			11/24/09	11/27/09
34	SDM-COTS Business Issues Phase Deliverables	100%			09/01/09	11/24/09
35	Cost -Benefit Analysis (CBA) (Required)	100%			11/17/09	11/20/09
36	Detail Business Requirements Phase Schedule (Required)	100%			09/07/09	09/08/09
37	Phase-End Decision Point Presentation (Required)	100%			11/24/09	11/24/09
38	Phase Kick-off Presentation (Required)	100%			09/07/09	09/07/09
39	Project Management Plan (Required)	100%			10/17/09	10/30/09
40	Project Profile (Required)	100%			09/07/09	09/11/09
41	Project Steering Committee (Required)	100%			09/07/09	09/11/09
42	Project Team Wheel (Required)	100%			09/07/09	09/11/09
43	Request for Information (Optional)	N/A			NA	NA
44	Solution Approach Document (Required)	100%			10/12/09	10/16/09
45	SDM Phase 2 - Business Requirements Phase	50%			11/30/09	12/30/10
46	2.01 Kick off the Business Requirements Phase	100%			11/30/09	12/18/09
47	Create Kick-Off Presentation	100%			11/30/09	12/18/09
48	Review Team Member Roles and Responsibilities	100%			12/07/09	12/18/09
49	Review Overall Project Goals, Objectives, Scope, and Benefits	100%			12/07/09	12/18/09
50	Review Business Requirements Phase Goals, Objectives, Tasks and Responsibilities	100%			12/07/09	12/18/09
51	Review Lessons Learned from Business Issue Phase	100%			12/07/09	12/18/09
52	Review Team Procedures and Standards	100%			12/07/09	12/18/09
53	Establish the Quality Strategy & Plan; Review Success Criteria	100%			12/07/09	12/18/09
54	2.02 Document the Business Requirements	100%			12/14/09	06/11/10
55	Document the Functional Requirements	100%			12/14/09	05/28/10
56	Document the Security Requirements	100%			12/14/09	05/14/10
57	Document the Legal and Regulatory Requirements	100%			12/14/09	05/14/10
58	Document the Performance Requirements	100%			12/14/09	05/14/10
59	Document the Conversion Requirements	100%			12/14/09	05/14/10
60	Document the Data Retention Requirements	100%			12/14/09	05/14/10
61	Document the System Availability Requirements	100%			12/14/09	05/14/10
62	Conduct Freedom of Information Act (FOIA) Assessment	100%			12/14/09	05/14/10
63	Conduct Health Insurance Portability and Accountability Act (HIPPA) Assessment	100%			12/14/09	05/14/10
64	Conduct Business Requirements Sign Off Meeting	100%			12/21/09	07/01/10
65	2.03 Document the "As-Is" Business Process Model	100%			12/22/09	07/01/10

State of Connecticut, Department of Administrative Services
Request for Proposals
Next Generation 9-1-1 Emergency Telecommunications System

66	Create the "As-Is" Process Model	100%			12/22/09	07/01/10
67	Conduct "As-Is" Business Process Model Signoff Meeting	100%			01/04/10	07/01/10
68	2.04 Document the Technical Requirements	100%			01/05/10	07/01/10
69	Document the Architecture Requirements	100%			01/05/10	07/01/10
70	Document the Architecture of Infrastructure Upgrade Requirements	100%			01/05/10	07/01/10
71	Document the Network Requirements	100%			01/05/10	07/01/10
72	Document the Server Requirements	100%			01/05/10	07/01/10
73	Document the Database Requirements	100%			01/05/10	07/01/10
74	Document the Desktop Requirements	100%			01/05/10	07/01/10
75	Document the Application Hosting Requirements	100%			01/05/10	07/01/10
76	Document the Directory and Messaging Requirements	100%			01/05/10	07/01/10
77	Document the Application/Data Interface Requirements	100%			01/05/10	07/01/10
78	Document the User/Transaction Volume Requirements	100%			01/05/10	07/01/10
79	Prepare the Technical Requirements Document for Contractors	100%			01/05/10	07/01/10
80	Conduct Technical Requirements Signoff Meeting	100%			03/12/10	07/01/10
81	2.05 Document COTS Solutions Alternates	50%			03/15/10	12/23/11
82	Establish the Proposal Review Team	100%			03/15/10	07/31/11
83	Document the Product/Services Evaluation Criteria	85%			03/15/10	07/31/11
84	Confirm the Required Procurement Process	85%			03/15/10	07/01/11
85	Execute the RFP Procurement Process	50%			07/1/11	12/23/11
86	Execute the ITB Procurement Process	N/A			N/A	N/A
87	Execute the Sole-Source Procurement Process	N/A			N/A	N/A
88	2.06 Conduct the Proof of Concept (Optional)	N/A			N/A	N/A
89	Document the POC Proofs	N/A			N/A	N/A
90	Establish the POC Environment	N/A			N/A	N/A
91	Execute the POC	N/A			N/A	N/A
92	Evaluate the POC Results	N/A			N/A	N/A
93	2.07 Select the Recommended Solution	0%			06/30/11	12/23/11
94	Select the Recommended Solution	0%			06/30/11	12/23/11
95	Conduct Solution Recommendation Signoff Meeting	0%			12/23/11	12/23/11
96	2.08 Plan the Remaining Phases	0%			12/23/11	12/28/11
97	Create the Detailed Schedule for the Design Phase	0%			12/23/11	12/28/11
98	Refine the Hi-Level Schedule for Subsequent Phases	0%			12/23/11	12/28/11
99	Update the Staffing Plan with any Changes	0%			12/23/11	12/28/11
100	Update the Budget Summary with any Changes	0%			12/23/11	12/28/11
101	Update the Risk Plan with any Changes	0%			12/23/11	12/28/11
102	Update the Cost Benefit Analysis with any Changes	0%			12/23/11	12/28/11
103	Update the Project Team Wheel with any Changes	0%			12/23/11	12/28/11
104	Update the Communication Plan with any Changes	0%			12/23/11	12/28/11
105	Update the Quality Strategy & Plan with any Changes	0%			12/23/10	12/28/11
106	Create Deployment Strategy & Plan	0%			12/23/10	12/28/11
107	2.09 Conduct Phase-End Decision Point Meeting	0%			12/30/11	12/30/11
108	Create Phase-End Decision Point Meeting Presentation	0%			12/01/11	12/28/11
109	Distribute the Business Requirements Phase-End Decision Point Presentation	0%			12/30/11	12/30/11
110	Conduct the Phase-End Decision Point Meeting	0%			12/30/11	12/30/11
111	Execute the Communication Plan	0%			12/30/11	12/30/11
112	SDM-COTS Business Requirements Phase Deliverables	50%			11/30/09	12/30/11

State of Connecticut, Department of Administrative Services
Request for Proposals
Next Generation 9-1-1 Emergency Telecommunications System

113	Business Process Models - "As-Is" (Required)	100%		12/22/09	07/01/11
114	Functional Requirements Workbook (Required)	100%		12/14/09	07/01/11
115	Non-Functional Requirements Workbook (Required)	100%		12/14/09	07/01/11
116	COTS Solution Evaluation Criteria (Required)	100%		03/15/10	07/01/11
117	Deployment Strategy & Plan (Required)	0%		07/26/11	12/23/11
118	Phase-End Decision Point Presentation (Required)	0%		12/26/11	12/30/11
119	Phase Kick-Off Presentation (Required)	100%		11/30/09	12/18/09
120	Proof of Concept Evaluation Form (Optional)	N/A		N/A	N/A
121	Quality Strategy & Plan (Required)	0%		07/26/11	12/23/11
122	Solutions Alternatives Document (Required)	100%		12/14/09	03/31/10
123	Solution Recommendation (Required)	0%		06/30/10	11/31/11
124	Technical Requirements Workbook (Required)	100%		01/05/10	07/01/11
125	Technical Requirements Document (Required)	100%		01/05/10	07/01/11
126	SDM Phase 3 - Design Phase	0%		01/01/12	02/24/12
127	3.01 Contract Administration	0%			
128	Contract negotiation	0%			
129	Contract Award	0%			
130	Contract Management (ongoing)	0%			
131	3.02 Kick-off Design Phase	0%			
132	Create the Phase Kick-off Presentation	0%			
133	Review Team Member Roles & Responsibilities	0%			
134	Review Overall Project Goals, Objectives, Scope and Benefits	0%			
135	Review Design Phase Goals, Objectives, Tasks, and Responsibilities	0%			
136	Review Lessons Learned from the Business Requirements Phase and from Prior projects	0%			
137	Review Team Procedures and Standards	0%			
138	Establish and Finalize Change Management Plan	0%			
139	3.03 Perform COTS Product Setup & Configuration	0%			
140	Procure Development Infrastructure for COTS Product	0%			
141	Install Development Infrastructure for COTS Product	0%			
142	Install COTS Product	0%			
143	Configure & verify the COTS Product	0%			
144	3.04 Contractor Discovery	0%			
145	Conduct Discovery Work Session	0%			
146	Document the Product Configuration Requirements	0%			
147	Document the Product Interface Requirements	0%			
148	Document the Data Conversion Requirements	0%			
149	Identify Business Process Impacts	0%			
150	Deliver COTS Product Training to Project Team	0%			
151	Create COTS Product Integration Plan	0%			
152	3.05 Create "To-Be" Business Process Model	0%			
153	Create "To-Be" Business Process Model	0%			
154	Conduct "To-Be" Business Process Model Signoff	0%			
155	3.06 Create the General Design	0%			
156	Develop Solution Architecture	0%			
157	Create the General Functional Specification	0%			
158	Develop the General File and Database Design	0%			
159	Develop the General Screen Design	0%			

State of Connecticut, Department of Administrative Services
Request for Proposals
Next Generation 9-1-1 Emergency Telecommunications System

160	Develop the General Report Design	0%				
161	Develop the General Process Design	0%				
162	Create the System Security Profile	0%				
163	Develop General Conversion Design Document	0%				
164	Create the Release Strategy & Plan Document	0%				
165	Create the Configuration Management Plan	0%				
166	3.07 Conduct the General Design Review	0%				
167	Conduct the General Design Review Meeting	0%				
168	Finalize and Approve the General Design	0%				
169	3.08 Conduct the General Design Decision Point Meeting	0%				
170	Distribute the Construction Phase Go/No-Go Presentation to the PSC	0%				
171	Conduct the Go/No-Go Meeting	0%				
172	Execute the Communication Plan	0%				
173	Execute the General Design Sign off	0%				
174	3.09 Create the Detail Design	0%				
175	Create the Detailed Functional Specification	0%				
176	Create the Detailed File and Database Design	0%				
177	Create the Detailed Report Design	0%				
178	Create the Detailed Screen Design	0%				
179	Create the Detailed Infrastructure Design	0%				
180	Complete the Detailed Security Design	0%				
181	Create the Detailed Conversion Design	0%				
182	Reconcile Detail Design across Planned Releases	0%				
183	Create Requirements Traceability Matrix with Mapped Design Components	0%				
184	3.10 Conduct the Detail Design Review	0%				
185	Conduct the Detailed Design Review Meeting	0%				
186	Finalize and Approve the General Design	0%				
187	3.11 Create the Test Strategy & Plan	0%				
188	Document Testing Approach	0%				
189	Document Testing Administration Procedures	0%				
190	Document Software Build Strategy	0%				
191	Document Testing Environments (refer to Configuration Management Plan)	0%				
192	Document Testing Tools Being Used (refer to Configuration Management Plan)	0%				
193	Document the Test Metrics Being Used	0%				
194	Document Test Data Requirements	0%				
195	Document Testing Prioritization	0%				
196	Document Testing Sub-Phase Exit Criteria	0%				
197	3.12 Plan Remaining Phases	0%				
198	Develop a Detailed Plan for the Construction Phase	0%				
199	Refine High-Level Schedule for Subsequent Phases	0%				
200	Update the Staffing Plan With Any Changes	0%				
201	Update the Budget Forecast With Any Changes	0%				
202	Update the Risk Plan With Any Changes	0%				
203	Update the Cost Benefit Analysis With Any Changes	0%				
204	Update the Project Team Wheel With Any Changes	0%				

State of Connecticut, Department of Administrative Services
Request for Proposals
Next Generation 9-1-1 Emergency Telecommunications System

205	Update the Communications Plan With Any Changes	0%			
206	Update the Quality Strategy & Plan with Any Changes	0%			
207	Create the Phase End Go/No-Go Meeting Presentation	0%			
208	3.13 Conduct the Phase-End Decision Point Meeting	0%			
209	Distribute the Construction Phase Go/No-Go Presentation to the PSC	0%			
210	Conduct the Go/No-Go Meeting	0%			
211	Execute the Communications Plan	0%			
212	Execute the Phase-End Decision Point Meeting Sign Off	0%			
213	SDM Design Phase Deliverables	0%			
214	Contractor Contract/Master Agreement (Required)	0%			
215	COTS Product Installation & Training (Required)	0%			
216	"To-Be" Business Process Model (Optional)	0%			
217	Configuration Management Plan (Required)	0%			
218	Conversion Design Document (Optional)	0%			
219	Phase Kick-off Presentation (Required)	0%			
220	PSC Phase-End Decision Point Presentation (Required)	0%			
221	Release Strategy & Plan (Optional)	0%			
222	System Design Document - General Design (Required)	0%			
223	System Design Document - Detailed Design (Required)	0%			
224	System Security Profile (Required)	0%			
225	Test Strategy & Plan (Required)	0%			
226	SDM Phase 4- Construction Phase	0%		02/25/12	03/31/12
227	4.01 Kick off the Construction Phase	0%			
228	Create the Phase Kick-off Presentation	0%			
229	Review Team Member Roles & Responsibilities	0%			
230	Review Overall Project Goals, Objectives, Scope, and Benefits	0%			
231	Review Construction Phase Goals, Objectives, Tasks, and Responsibilities	0%			
232	Review Lessons Learned From the Design Phase and From Prior Projects	0%			
233	Review Team Procedures and Standards	0%			
234	Review Phase Exit Criteria	0%			
235	4.02 Establish Infrastructure	0%			
236	Procure Needed Infrastructure Components for all Environments	0%			
237	Create Environment Migration Checklist	0%			
238	Install the Infrastructure Components	0%			
239	Load Application into Development Environment	0%			
240	Load Application into Test Environment	0%			
241	Load Application into Training Environment	0%			
242	4.03 Perform Code and Unit Testing	0%			
243	Prepare the Development Team(s)	0%			
244	Create Test Data and Load into Test Databases	0%			
245	Application 1	0%			
246	Application 2	0%			
247	Application x	0%			

State of Connecticut, Department of Administrative Services
Request for Proposals
Next Generation 9-1-1 Emergency Telecommunications System

248	Code and Unit Test Custom Software and Package Extensions	0%				
249	Application 1	0%				
250	Application 2	0%				
251	Application x	0%				
252	Package Function 1	0%				
253	Package Function 2	0%				
254	Package Function x	0%				
255	Code and Unit Test Legacy Interface Software	0%				
256	Application 1	0%				
257	Application 2	0%				
258	Application x	0%				
259	Code and Unit Test Software for Operating and Supporting the Solution	0%				
260	Code and Unit Test Data Conversion Routines	0%				
261	Execute Code Merges	0%				
262	Conduct Code Reviews	0%				
263	Catalog All Solution Components	0%				
264	Establish the "Golden Build" for Integration Testing	0%				
265	Create the System Bill of Materials Document	0%				
266	4.04 Create Test Cases	0%				
267	Prepare and Configure the Test Management Tool	0%				
268	Create Test Scenarios	0%				
269	Create Integration Test Cases	0%				
270	Integration A to B	0%				
271	Integration A to C	0%				
272	Integration A to D	0%				
273	Integration B to C	0%				
274	Create System Test Cases	0%				
275	Create Performance Test Cases	0%				
276	Create Regression Test Cases	0%				
277	Create User Acceptance Test Cases	0%				
278	Conduct Test Case Review	0%				
279	Update the Requirements Traceability Matrix with Test Scenarios and Test Cases	0%				
280	Prepare and Configure the Defect Management Tool	0%				
281	4.05 Create User Documentation and Training Materials	0%				
282	Create the Training Plan	0%				
283	Construct the User Documentation & Training Materials	0%				
284	4.06 Create Recovery Plans	0%				
285	Create the Implementation Back Out & Recovery Plan	0%				
286	Conduct the Disaster Recovery Assessment	0%				
287	Create the Disaster Recovery Plan	0%				
288	4.07 Plan Production Support	0%				
289	Create a Solution Overview for the Production Support Team	0%				
290	Document the Application Support Service Levels	0%				
291	Document the Network Support Service Levels	0%				
292	Document System Availability Service Levels	0%				
293	Document the Support Roles and Responsibilities	0%				

State of Connecticut, Department of Administrative Services
Request for Proposals
Next Generation 9-1-1 Emergency Telecommunications System

294	Document the Problem Ticket Workflow and Escalation Path	0%			
295	Create the Production Support Turnover Checklist	0%			
296	4.08 Plan Remaining Phases	0%			
297	Develop a Detailed Plan for the Testing Phase	0%			
298	Refine High-Level Schedule for Subsequent Phases	0%			
299	Update the Staffing Plan With Any Changes	0%			
300	Update the Budget Forecast With Any Changes	0%			
301	Update the Risk Plan With Any Changes	0%			
302	Update the Cost Benefit Analysis With Any Changes	0%			
303	Update the Project Team Wheel With Any Changes	0%			
304	Update the Communications Plan With Any Changes	0%			
305	Update the Quality Strategy & Plan with Any Changes	0%			
306	Create the Phase End Decision Point Meeting Presentation	0%			
307	4.09 Conduct the Phase-End Decision Point Meeting	0%			
308	Distribute the Construction Phase-End Decision Point Presentation to the PSC	0%			
309	Conduct the Phase-End Decision Point Meeting	0%			
310	Execute the Communications Plan	0%			
311	Execute the Phase-End Decision Point Meeting Sign Off	0%			
312	SDM Construction Phase Deliverables	0%			
313	Back Out & Recovery Plan (Required)	0%			
314	Development and Testing Environments (Required)	0%			
315	Disaster Recovery Assessment (Required)	0%			
316	Environment Migration Checklist (Required)	0%			
317	"Golden Build" of Software for Testing Phase (Required)	0%			
318	Integration Test Cases (Required)	0%			
319	Performance Test Cases (Required)	0%			
320	Phase-End Decision Point Presentation (Required)	0%			
321	Regression Test Cases (Required)	0%			
322	System Bill of Materials (Required)	0%			
323	System Test Cases (Required)	0%			
324	Test Data (Required)	0%			
325	Training Plan (Required)	0%			
326	User Acceptance Test Cases (Required)	0%			
327	User Documentation & Training Materials (Required)	0%			
328	SDM Phase 5 - Testing Phase	0%		04/01/12	04/30/12
329	5.01 Kick-off the Testing Phase	0%			
330	Review Team Member Roles & Responsibilities	0%			
331	Review Overall Project Goals, Objectives, Scope, and Benefits	0%			
332	Review Testing Phase Goals, Objectives, Tasks, and Responsibilities	0%			
333	Review Lessons Learned From the Construction Phase and From Prior Projects	0%			
334	Review Team Procedures and Standards	0%			
335	Review Success Criteria	0%			
336	5.02 Perform Integration Testing	0%			
337	Verify the Integration Test Environment	0%			
338	Migrate the Application to the Integration Test Environment	0%			

State of Connecticut, Department of Administrative Services
Request for Proposals
Next Generation 9-1-1 Emergency Telecommunications System

339	Create/Migrate the Test Data to the Integration Test Environment	0%			
340	Conduct Integration Testing	0%			
341	Integration Test Pass 1	0%			
342	Integration Test Pass 2	0%			
343	Integration Test Pass X	0%			
344	Update the Defect Management Tool	0%			
345	Create the Integration Test Summary	0%			
346	Obtain Integration Testing Sign-Off	0%			
347	Establish the "Golden Build" for System Testing	0%			
348	5.03 Perform System Testing	0%			
349	Verify the System Test Environment	0%			
350	Migrate the Application to the System Test Environment	0%			
351	Create/Migrate the Test Data to the Systems Test Environment	0%			
352	Conduct System Testing	0%			
353	System Test Pass 1	0%			
354	System Test Pass 2	0%			
355	System Test Pass X	0%			
356	Update the Defect Management Tool	0%			
357	Create the System Test Summary	0%			
358	Obtain System Testing Sign-Off	0%			
359	Establish the "Golden Build" for User Acceptance Testing (UAT)	0%			
360	Update the System Bill of Materials Document	0%			
361	5.04 Perform User Acceptance Testing (UAT)	0%			
362	Verify UAT Environment	0%			
363	Migrate the Application to the UAT Environment	0%			
364	Create/Migrate the Test Date to the UAT Environment	0%			
365	Conduct User Acceptance Testing	0%			
366	UAT Pass 1	0%			
367	UAT Pass 2	0%			
368	UAT Pass X	0%			
369	Update the Defect Management Tool	0%			
370	Create the UAT Summary	0%			
371	Obtain UAT Sign-OFF	0%			
372	Establish the "Golden Build" for Performance Testing	0%			
373	Update the System Bill of Materials Document	0%			
374	5.05 Perform Performance Testing	0%			
375	Verify the Performance Testing Environment	0%			
376	Migrate the Application to the Performance Test Environment	0%			
377	Create/Migrate the Test Data to the Performance Test Environment	0%			
378	Conduct Performance Testing	0%			
379	Update the Defect Management Tool	0%			
380	Create the Performance Test Summary	0%			
381	Obtain Performance Test Sign-Off	0%			
382	Update the System Bill of Materials Document	0%			
383	5.06 Perform Recovery Testing	0%			
384	Create Recovery Test Cases	0%			

State of Connecticut, Department of Administrative Services
Request for Proposals
Next Generation 9-1-1 Emergency Telecommunications System

385	Establish the Recovery Test Environment	0%				
386	Create/Migrate the Test Data to the Recovery Environment	0%				
387	Execute the Back Out and Recovery Test Cases	0%				
388	Execute Disaster Recovery Test Cases	0%				
389	Update the Defect Management Tool	0%				
390	Create the Recovery Test Summary	0%				
391	Obtain Recovery Test Sign-Off	0%				
392	Update the System Bill of Materials Document	0%				
393	5.07 Conduct Test Phase Review Meeting	0%				
394	Create the Testing Phase Summary Report	0%				
395	Conduct the Test Summary Review Meeting	0%				
396	Obtain Testing Phase Sign-Off	0%				
397	Establish the "Golden Build" for Production Deployment	0%				
398	Update the System Bill of Materials Document	0%				
399	5.08 Conduct Production Support Process Review	0%				
400	Complete the Production Support and Administration Document	0%				
401	Conduct the Production Support Process Review Meeting	0%				
402	Approve and Sign-Off on the Production Support and Administration Document	0%				
403	5.09 Plan Remaining Phases	0%				
404	Develop a Detailed Plan for the Implementation and Post Implementation Phases	0%				
405	Update the Staffing Plan With Any Changes	0%				
406	Update the Budget Forecast With Any Changes	0%				
407	Update the Risk Plan With Any Changes	0%				
408	Update the Cost Benefit Analysis With Any Changes	0%				
409	Update the Project Team Wheel With Any Changes	0%				
410	Update the Deployment Strategy & Plan With Any Changes	0%				
411	Update the Communications Plan With Any Changes	0%				
412	Update the Quality Strategy & Plan with Any Changes	0%				
413	Create the Phase End Decision Point Meeting Presentation	0%				
414	5.10 Conduct Phase-End Decision Point Meeting	0%				
415	Distribute the Testing Phase-End Decision Point Presentation to the PSC	0%				
416	Conduct the Phase-End Decision Point Meeting	0%				
417	Execute the Communication Plan	0%				
418	SDM Testing Phase Deliverables	0%				
419	"Golden Build" of Software for Production Deployment (Required)	0%				
420	System Bill of Materials (Required)	0%				
421	Integration Tests Executed (Required)	0%				
422	Performance Tests Executed (Optional)	0%				
423	Phase-End Decision Point Presentation (Required)	0%				
424	Production Support & Administration Document (Required)	0%				
425	Recovery Tests Executed (Optional)	0%				
426	System Tests Executed (Required)	0%				
427	Testing Phase Summary (Required)	0%				
428	User Acceptance Tests Executed (Required)	0%				
429	SDM Phase 6 - Implementation Phase	0%			05/01/12	03/31/13

State of Connecticut, Department of Administrative Services
Request for Proposals
Next Generation 9-1-1 Emergency Telecommunications System

430	6.01 Kick-Off the Implementation Phase	0%				
431	Review Team Member Roles & Responsibilities	0%				
432	Review Implementation Phase Goals, Objectives, Tasks, and Responsibilities	0%				
433	Review Any Lessons Learned From the Testing Phase and From Prior Projects	0%				
434	Review Team Procedures and Standards	0%				
435	Review Phase Exit Criteria	0%				
436	6.02 Establish the Production Environment	0%				
437	Migrate Infrastructure to Production Environment	0%				
438	Migrate Application Software to the Production Environment	0%				
439	Convert and Load Static Solution Data	0%				
440	Activate the New Solution	0%				
441	Execute Regression Testing	0%				
442	Execute Production Support Processes	0%				
443	Conduct the Go/No-Go Meeting for Solution Deployment	0%				
444	Execute the Communication Plan	0%				
445	6.03 Perform Production Parallel Testing	0%				
446	Conduct Parallel Testing	0%				
447	Update the Defect Management Tool	0%				
448	Create the Parallel Test Summary	0%				
449	Obtain Parallel System Testing Sign-Off	0%				
450	Deactivate the Legacy Solution	0%				
451	6.04 Execute Pilot Deployment	0%				
452	Activate and Train Pilot Users	0%				
453	Execute Product Support Processes	0%				
454	Conduct Go/No-Go Meeting for Pilot Deployment	0%				
455	Execute Communications Plan	0%				
456	Prepare for Subsequent Deployments	0%				
457	6.05 Execute General Deployment	0%				
458	Activate and Train General Deployment Users	0%				
459	Execute Product Support Processes	0%				
460	Conduct Go/No-Go Meeting for General Deployment	0%				
461	Execute Communications Plan	0%				
462	6.06 Execute Implementation Back Out & Recovery Plan	0%				
463	Execute Implementation Back Out & Recovery Plan	0%				
464	Conduct a Post-Mortem	0%				
465	Meet with the Project Steering Committee (PSC)	0%				
466	6.07 Conduct Phase-End Decision Point Meeting	0%				
467	Create the Implementation Phase-End Decision Point Presentation to the PSC	0%				
468	Distribute the Implementation Phase-End Decision Point Presentation to the PSC	0%				
469	Conduct the Phase-End Decision Point Meeting	0%				
470	Execute the Communications Plan	0%				
471	Execute the Phase-End Decision Point Meeting Sign Off	0%				
472	SDM Implementation Phase Deliverables	0%				
473	Parallel Test Summary (Optional)	0%				
474	Phase-End Decision Point Presentation (Required)	0%				

State of Connecticut, Department of Administrative Services
 Request for Proposals
 Next Generation 9-1-1 Emergency Telecommunications System

475	SDM Phase 7 - Post Implementation	0%			04/01/13	06/30/13
476	7.01 Transition the Solution to Production Support	0%				
477	Schedule and Run Solution Operations	0%				
478	Get Production Support Sign-Off	0%				
479	7.02 Shutdown the Project	0%				
480	Document Project Lessons Learned	0%				
481	Create the Final Cost-Benefit Analysis	0%				
482	Publish Project Summary	0%				
483	Archive Project Documentation	0%				
484	Execute Communications Plan	0%				
485	SDM Post Implementation Deliverables	0%				
486	Project Summary (Required)	0%				