

STATE OF CONNECTICUT
DEPARTMENT OF INFORMATION TECHNOLOGY
www.ct.gov/doit
REQUEST FOR PROPOSALS

RFP # 10ITZ0119
Inmate Telephone Service

Date Issued: November 18, 2010

Date Due: January 11, 2011 @ 2:00 p.m. Eastern Time

Send all sealed responses to:

**State of Connecticut
Department of Information Technology
Contracts & Purchasing Division
Attn: Kris Wohlgemuth
101 East River Drive
East Hartford, CT 06108**

REQUEST FOR PROPOSAL

APPROVED _____

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

TABLE OF CONTENTS

1	FOREWORD.....	9
1.1	PREFACE.....	9
1.2	OBJECTIVE.....	9
1.3	BACKGROUND.....	9
1.4	EVALUATION.....	9
1.5	IMPLEMENTATION.....	9
2	ADMINISTRATIVE REQUIREMENTS.....	10
2.1	VENDOR INSTRUCTIONS.....	10
2.1.1	Conformity to Instructions.....	10
2.1.2	Proposal Responses to This RFP.....	10
2.1.3	Identifying RFP Communications.....	10
2.1.4	Vendor Questions and State Replies.....	10
2.1.5	Acceptance of Administrative Requirements.....	10
2.1.6	Deviating From RFP Specifications.....	11
2.1.7	Exclusion of Taxes From Prices.....	11
2.1.8	Vendor Contact(S).....	11
2.1.9	Validation Of Proposal Offerings.....	11
2.1.10	Proposal Completeness.....	11
2.1.11	Restrictions On Contacts With State Personnel.....	11
2.2	OTHER CONDITIONS.....	12
2.2.1	Other Rights Reserved.....	12
2.2.2	Remedies.....	12
2.2.3	System Non-Acceptance.....	13
2.2.4	Control Of RFP Events And Timing.....	13
2.2.5	PROPOSAL EXPENSES.....	13
2.2.6	OWNERSHIP OF PROPOSALS.....	13
2.2.7	ORAL AGREEMENT OR ARRANGEMENTS.....	13
2.2.8	VENDOR PRESENTATION OF SUPPORTING EVIDENCE/SURETY.....	13
2.2.9	VENDOR DEMONSTRATION OF PROPOSED PRODUCTS.....	13
2.2.10	VENDOR MISREPRESENTATION OR DEFAULT.....	13
2.2.11	STATE FISCAL AND PRODUCT PERFORMANCE REQUIREMENTS.....	13
2.2.12	CONFORMANCE OF AWARDS WITH STATE STATUTES.....	14
2.2.13	ERRONEOUS AWARDS.....	14
2.2.14	CORPORATE REPORTING.....	14
2.2.15	PRIME VENDOR.....	14
2.2.16	USE OF SUBCONTRACTORS.....	14
2.2.17	FREEDOM OF INFORMATION ACT.....	18
2.2.18	SECURITY CLEARANCE.....	18
2.2.19	AUTHORIZED TO WORK ON PROJECT.....	18
2.2.20	KEY PERSONNEL.....	19
2.2.21	OWNERSHIP OF THE SYSTEM AND WORKFLOWS.....	19
2.2.22	ENCRYPTION OF CONFIDENTIAL DATA.....	19
2.2.23	RIGHTS TO AUDIT.....	19
2.2.24	WARRANTY.....	20
2.2.25	INDEPENDENT PRICE DETERMINATION.....	20
2.2.26	OFFER OF GRATUITIES.....	20
2.2.27	READINESS OF OFFERED PRODUCTS.....	20
2.2.28	INSPECTION OF WORK PERFORMED.....	20
2.2.29	DATE/TIME COMPLIANCE.....	21
2.2.30	CORPORATE GOVERNANCE.....	22
3	TYPICAL ACTIVITIES CONDUCTED AFTER RFP ISSUANCE.....	22
3.1	VENDOR COMMUNICATION.....	22
3.1.1	PROCUREMENT SCHEDULE.....	22
3.1.2	VENDORS' CONFERENCE.....	22
3.1.3	VENDORS' QUESTIONS.....	22

3.2	<i>RFP RESPONSE COORDINATION AND REVIEW</i>	23
3.3	<i>PROPOSAL EVALUATION</i>	23
3.3.1	PROPOSAL REVIEW TEAM.....	23
3.3.2	EVALUATION PROCESS.....	23
3.3.3	ESTABLISH AND CONDUCT APPLICABLE VENDOR DEMONSTRATION OR PROOF OF CONCEPTS.....	24
3.3.4	VENDOR DEMONSTRATIONS AND PROOF OF CONCEPT: PURPOSE AND SCOPE.....	24
3.3.5	LIVE DEMONSTRATION AND PROOF OF CONCEPTS TO STATE.....	24
3.4	<i>IMPLEMENT NECESSARY AGREEMENTS</i>	24
3.5	<i>NOTIFICATION OF AWARDS</i>	25
4	PROPOSAL REQUIREMENTS.....	25
4.1	<i>PROPOSAL SUBMISSION</i>	25
5	PARTICIPATING STATE OF CONNECTICUT AGENCIES.....	25
6	VENDOR’S RESPONSE - TABLE OF CONTENTS.....	25
7	GENERAL FORMAT REQUIREMENTS.....	26
7.1	<i>BINDING THE PROPOSAL</i>	26
7.2	<i>FORMATTING THE PROPOSAL’S CONTENT</i>	27
7.3	<i>ELECTRONIC VERSIONS (CD-ROM)</i>	27
7.3.1	CORRUPTED PDF DOCUMENTS.....	28
8	SECTION I – VENDOR, BUSINESS, AND TECHNICAL PROPOSAL.....	28
8.1	<i>Completed and Executed Mandatory Forms and Documents</i>	28
8.1.1	Transmittal Letter (Tab I.1).....	28
8.1.2	Mandatory Vendor Checklist (Tab I.2).....	28
8.1.3	Vendor Checklist (Tab I.3).....	29
8.1.4	Mandatory Vendor Questionnaire (Tab I.4).....	29
8.1.5	Vendor Validation and Authentication Statement (Tab I.5).....	29
8.1.6	CHRO Forms (Tab I.6).....	29
8.1.7	Vendor Certifications (Tab I.7).....	29
8.2	<i>Executive Summary (Tab I.8)</i>	29
8.3	<i>Architecture Overview (Tab I.9)</i>	29
8.4	<i>PRODUCT ARCHITECTURE (Tab 1.9)</i>	29
8.5	<i>SYSTEM Development Methodology (SDM) Practices (Tab I.10)</i>	30
8.6	<i>PRODUCT VERSION (Tab I.11)</i>	30
8.7	<i>Vendor, Business, and Technical Requirements (Tab I.12)</i>	30
8.8	<i>Request for Waiver</i>	30
8.9	<i>Accessibility</i>	30
8.10	<i>Security</i>	31
8.10.1	Presentation Layer Input Validation.....	31
8.10.2	Security Review.....	31
8.11	<i>Business Continuity Oriented</i>	31
9	SECTION II – VENDOR FINANCIAL PROPOSAL.....	31
9.1	<i>Executive Financial Summary (Tab II.1)</i>	31
9.2	<i>RFP Attachment 3 – Vendor Financial Proposal (Tab II.2)</i>	31
	ATTACHMENT 1 – MANDATORY VENDOR QUESTIONNAIRE.....	32
	ATTACHMENT 2 - VENDOR PROPOSAL FORMAT REQUIREMENTS.....	33
	ATTACHMENT 3 – VENDOR FINANCIAL PROPOSAL.....	34
1	RATES, FEES AND COSTS.....	34
1.1	<i>Commission Rate</i>	34
1.1.1	Commission Rate Spreadsheet – MANDATORY	34
1.2	<i>Rate Structure</i>	35
1.2.1	Domestic Calls Placed to Connecticut Telephone Numbers.....	35
1.2.2	Domestic Calls Placed to Non-Connecticut Telephone Numbers.....	35
1.2.3	Calls Placed to International Telephone Numbers.....	35

1.2.4	Per Minute Call Rates Spreadsheet – MANDATORY	35
2	ALTERNATE RATES, FEES AND COSTS (NO COMMISSION)	35
2.1	Alternate Rate Structure	35
2.1.1	Domestic Calls Placed to Connecticut Telephone Numbers (Alternate Rate).....	35
2.1.2	Domestic Calls Placed to Non-Connecticut Telephone Numbers (Alternate Rate).....	36
2.1.3	Calls Placed to International Telephone Numbers (Alternate Rates)	36
2.1.4	Alternate Per Minute Call Rates Spreadsheet – MANDATORY	36
3	REPORTS FOR DOIT AND DOC.....	36
ATTACHMENT 4 - VENDOR PROPOSAL VALIDATION AND AUTHENTICATION STATEMENT		37
ATTACHMENT 5 - INFORMATION PROCESSING SYSTEMS AGREEMENT		38
1	TERM OF AGREEMENT	41
2	DEFINITIONS	41
3	ACQUIRING DELIVERABLES	43
4	PROJECT ADMINISTRATOR.....	44
5	CHANGE ORDERS	45
6	DELIVERY, INSTALLATION & DEINSTALLATION.....	45
7	DELIVERABLE EVALUATION & ACCEPTANCE	46
8	PAYMENTS & CREDITS	46
9	SOFTWARE MAINTENANCE & SUPPORT	47
10	SYSTEM RELIABILITY.....	49
11	HARDWARE MAINTENANCE & SUPPORT.....	49
12	SYSTEM WARRANTIES.....	50
13	OTHER WARRANTIES	51
14	PATENT, COPYRIGHT, LICENSE & PROPRIETARY RIGHTS.....	52
15	CONFIDENTIALITY; NONDISCLOSURE.....	52
16	ENCRYPTION OF CONFIDENTIAL DATA	53
17	DELIVERABLE REPLACEMENTS & UPGRADES.....	54
18	RISK OF LOSS & INSURANCE.....	54
19	DELIVERABLE ALTERATIONS.....	55
20	FORCE MAJEURE	55
21	SOURCE CODE ESCROW.....	55
22	REMEDIES AND LIQUIDATED DAMAGES	56
23	GENERAL PROVISIONS	58
24	COMMUNICATIONS	59
25	AUDIT REQUIREMENT FOR STATE GRANTS.....	60
26	WHISTLEBLOWER PROVISION.....	60
27	PUBLIC RECORDS PROVISION.....	60
28	FORUM AND CHOICE OF LAW.....	61
29	TERMINATION OF AGREEMENT	61
30	STATE COMPTROLLER’S SPECIFICATIONS	62
31	CIO SUBCONTRACT APPROVAL	62
32	GENERAL ASSEMBLY ACCESS TO DOIT RECORDS.....	62
33	CONTINUITY OF SYSTEMS	63
34	RIGHTS TO PUBLIC RECORDS	64
35	PUBLIC RECORDS AND FOIA.....	64
36	DISCLOSURE OF PUBLIC RECORDS	65
37	PROFITING FROM PUBLIC RECORDS	65
38	CONTRACTOR’S OBLIGATION TO NOTIFY DOIT CONCERNING PUBLIC RECORDS	65
39	TANGIBLE PERSONAL PROPERTY	65
40	INDEMNIFICATION AND HOLD HARMLESS	66
41	NON-WAIVER OF IMMUNITY	67
42	SUMMARY OF STATE ETHICS LAWS	67
43	CAMPAIGN CONTRIBUTION RESTRICTION	67
44	EXECUTIVE ORDERS	67
45	NONDISCRIMINATION PROVISIONS.....	68
46	OWNERSHIP OF DATA.....	70

47	HEALTH INSURANCE PORTABILITY AND ACCOUNTABILITY ACT (HIPAA)	70
48	TERMS AND CONDITIONS	74
49	WORKERS' COMPENSATION	74
50	ENTIRETY OF AGREEMENT	74
ATTACHMENT 6 – VENDOR, BUSINESS, AND TECHNICAL REQUIREMENTS		77
1	INTRODUCTION	77
1.1	DOC Mission.....	77
1.2	Background.....	77
1.3	Overview.....	77
2	GENERAL REQUIREMENTS	78
2.1	Scalability.....	78
2.2	Inventory.....	78
2.3	Vendor Proposed System Changes/Modifications - MANDATORY	78
2.4	Call Quality.....	79
2.5	System Trunking.....	79
2.6	Commercial Power Outages	79
2.7	Business Continuity and Disaster Recovery.....	79
2.8	Single Clock Source	79
2.9	Postings For Inmates and Visitors.....	80
2.10	Readiness of Offered Services - MANDATORY	80
2.11	Data Ownership	80
2.12	New Technology/Upgrades.....	80
2.13	Post Award Negotiation.....	80
3	SECURITY	81
3.1	Security Plan	81
3.1.1	System Security.....	81
3.1.2	Jurisdiction.....	81
3.1.3	Compliance	81
3.1.4	Information Security Breach	82
3.2	Security Incidents.....	82
3.3	DOC Account Access - MANDATORY	82
3.4	Vendor Account Access	82
3.5	Manual On/Off Switches.....	82
3.5.1	Emergency System Shut Down - MANDATORY	82
3.5.2	Manual On/Off Switches Per Phone	82
3.6	Automatic Disconnect.....	83
3.7	Alerts.....	83
3.8	Billing Name and Address	83
3.9	Inmate Call Limitations	83
3.9.1	Hours of Operation	83
3.10	Inmate PIN Functionality	83
3.10.1	Inmate PIN Suspension / Termination / Re-Activation	84
3.11	Inmate Allowed Call List.....	84
3.12	Internal Confidential Security Calls	84
4	CALL MONITORING AND RECORDING SERVICES.....	85
4.1	System Administration.....	85
4.1.1	Proposed System Administration Demonstration - MANDATORY	85
4.2	DOC Facility and Off-Site Administration.....	85
4.3	Simultaneous Access.....	85
4.4	Call Recordings.....	85
4.5	Retrieval of Recordings	86
4.6	Call Recording Duplication.....	86
4.7	Authenticity of Recordings.....	86

State of Connecticut, Department of Information Technology
Request for Proposals
Inmate Telephone Service

4.8	<i>Inmate Telephone Call Detail Record (CDR)</i>	86
4.9	<i>Call Control Capabilities</i>	87
4.10	<i>Inmate Tracking</i>	87
5	CALL MONITORING AND RECORDING EQUIPMENT.....	88
5.1	<i>Workstations</i>	88
5.2	<i>Laptops</i>	88
5.3	<i>Additional Software</i>	88
5.4	<i>Back Up Call Recordings (Central Office)</i>	89
5.5	<i>Power Back-up</i>	89
5.6	<i>Equipment Refresh</i>	89
6	INMATE TELEPHONE SERVICE.....	89
6.1	<i>Inmate Telephone Network Service</i>	89
6.2	<i>Automatic Number Identifier (ANI)</i>	89
6.3	English and Spanish Capability - MANDATORY	89
6.3.1	Other Language Capability.....	90
6.4	<i>Inmate Name Identifier</i>	90
6.5	<i>Called Party Notification</i>	90
6.5.1	Call Recording Notification - MANDATORY.....	90
6.6	Collect Calls - MANDATORY	90
6.7	Discounted Pre-paid Service - MANDATORY	91
6.7.1	Discounted Service Features.....	91
6.8	<i>Privileged Calls</i>	92
6.9	<i>Calls at No Monetary Cost</i>	92
6.10	<i>Inmate’s Daily Call Exceptions</i>	92
6.11	Intake Facility Telephone Service - MANDATORY	92
6.11.1	Intake Facility Video Capabilities.....	93
6.12	<i>Visitor Telephone Service</i>	93
6.13	<i>Test Accounts</i>	93
7	INMATE TELEPHONE EQUIPMENT.....	93
7.1	<i>Inmate Telephone Sets In Housing Unit</i>	93
7.2	<i>Inmate Telephone Sets At Medical Facilities</i>	93
7.3	<i>Intake Facilities Admitting and Processing Telephone Sets</i>	94
7.4	<i>Visiting Area Telephone Sets</i>	94
7.5	<i>Hearing Impaired Telephone Sets</i>	94
7.6	<i>Telephone Sets For Testing</i>	94
8	WIRING.....	94
8.1	<i>Service Installation and Site Work</i>	95
8.1.1	Installations.....	95
8.1.2	Coordination with the State.....	95
8.1.3	Restoration.....	95
8.1.4	Cut Cables.....	95
8.1.5	Clean Work Area.....	95
8.2	<i>Installation Guidelines</i>	95
8.3	<i>Telecommunications Building Wiring Standards</i>	96
8.4	<i>Station Wiring</i>	97
8.4.1	Systems Furniture Wiring.....	97
8.4.2	Station Jacks.....	97
8.4.3	Grounding Requirements.....	98
8.5	<i>Intermediate Distribution Frames (IDF)</i>	98
8.6	<i>Voice and Data Patch Panel Assemblies</i>	98
8.7	<i>Electrical power</i>	98
8.8	Fasteners - MANDATORY	99
8.9	<i>Conduit Straps</i>	99

State of Connecticut, Department of Information Technology
Request for Proposals
Inmate Telephone Service

8.10	<i>Raceways</i>	99
9	IMPLEMENTATION	99
9.1	<i>Vendor Project Manager</i>	99
9.2	<i>Proposed Implementation Plan</i>	99
9.3	<i>DOC Approved Implementation Plan</i>	100
9.4	<i>Documentation</i>	100
9.5	<i>Call Recording Migration</i>	101
9.6	<i>Existing Equipment</i>	101
10	TRAINING.....	101
10.1	DOC Staff and Inmate Training - MANDATORY	101
10.1.1	DOC Staff Training.....	101
10.1.2	Inmate Telephone Training.....	102
11	SYSTEM MAINTENANCE	102
11.1	Repair, Maintenance and MAC Work - MANDATORY	102
11.1.1	DOC Authorized Representatives.....	102
11.2	<i>Trouble Reporting</i>	102
11.2.1	Trouble Reporting Dedicated Toll Free Telephone Number	103
11.3	<i>Repair Priority Levels and Performance Requirements</i>	103
11.4	<i>System Auto-Monitoring</i>	104
11.5	<i>Notification of System Failures</i>	105
11.5.1	System Reliability	105
11.6	<i>Hardware/Software Replacement</i>	105
11.7	<i>Escalation Procedure</i>	105
11.8	<i>Preventive Maintenance</i>	105
11.9	<i>Move, Add and Change (MAC) Work</i>	106
11.9.1	MAC Work Toll Free Telephone Number	107
11.10	<i>Repair, Maintenance and MAC Reports</i>	107
11.11	<i>Performance Reviews</i>	107
12	CUSTOMER SERVICE FOR DOC AND THE PUBLIC	107
12.1	Support Services for DOC - MANDATORY	107
12.1.1	Principal Technical Support Representatives.....	107
12.2	<i>Customer Service For the Public</i>	107
12.2.1	Customer Service Capability	107
12.2.2	Customer Account Access.....	108
12.2.3	Call Blocking.....	108
13	PHASE-OUT PLAN.....	108
14	VENDOR ORGANIZATION.....	109
14.1	<i>Company Overview</i>	109
14.2	<i>Summary of Qualifications</i>	109
14.3	<i>Financial Overview</i>	109
14.3.1	Copy of Annual Statement - Public Companies Only	109
14.4	<i>Vendor Customer References</i>	109
14.5	<i>Vendor Sub-Contractor(s)</i>	110
14.6	<i>Vendor Personnel</i>	110
14.6.1	Contact Person Vendor Representative.....	110
14.6.2	Vendor Implementation Project Manager Designee	110
14.6.3	Vendor Service and Support Manager	111
14.6.4	Vendor Technical Staffing	111
14.7	<i>Removal of Personnel</i>	111
14.8	<i>Expert Witness Testimony</i>	111
14.9	DOC Background Checks (MANDATORY)	112
14.10	<i>Vendor Employee Non-Disclosure Agreement</i>	112
14.11	<i>Vendor Employee Arrest Notification</i>	112
14.12	<i>News Releases / Advertising</i>	112

ATTACHMENT 7 - CONTRACT COMPLIANCE REGULATIONS AND NOTIFICATION TO BIDDER.....	113
ATTACHMENT 8 – VENDOR’S CHECKLIST	122
ATTACHMENT 9 - VENDOR CERTIFICATIONS	124
ATTACHMENT 10 – EVALUATION AND SELECTION CRITERIA.....	141
1 EVALUATION AND SELECTION PROCEDURES	141
1.1 GENERAL CONSIDERATIONS	141
2 EVALUATION METHODOLOGY	142
3 PROPOSAL RECEIPT AND REVIEW	143
4 EVALUATION OF PROPOSALS	143
4.1 BUSINESS, TECHNICAL AND OPERATIONAL PROPOSAL EVALUATION CRITERIA	144
4.2 EVALUATION OF Financial PROPOSALS.....	144
4.3 COMBINED PROPOSAL EVALUATION.....	144
5 GENERAL CONTRACT NEGOTIATION AND AWARD PROCESS	144
5.1 ORAL PRESENTATIONS OR PRODUCT DEMONSTRATIONS.....	144
5.2 BEST AND FINAL OFFER.....	145
6 CONTRACT AWARD.....	145
ATTACHMENT 11 – VENDOR TRANSMITTAL LETTER	146
ATTACHMENT 12 – MANDATORY REQUIREMENT CHECKLIST	148
ATTACHMENT 13 – EXECUTIVE ORDER NO. 19 - SYSTEM DEVELOPMENT METHODOLOGY	149
ATTACHMENT 14 - SYSTEMS DEVELOPMENT METHODOLOGY (SDM) OVERVIEW	150
ATTACHMENT 15 – PROJECT IMPLEMENTATION SCHEDULE	156
ATTACHMENT 16 – DOC FACILITY PROFILE.....	157
ATTACHMENT 17 – COLLECT BACKGROUND REPORT FORM	159
ATTACHMENT 18 – CURRENT INMATE CALLING USAGE.....	160

1 FOREWORD

1.1 PREFACE

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

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

1.2 OBJECTIVE

The State DOIT’s, IT Contracts & Purchasing Division (CPD), is issuing this Request for Proposals (RFP) on behalf of the Connecticut Department of Correction (DOC), for the Inmate Telephone Service. The resulting master agreement will be for a period of five (5) years, with two (2) one (1) year options to extend, at the discretion of the State.

This RFP will competitively procure an inmate telephone calling service for DOC. The Inmate Calling Service will replace the existing service with a state of the art communications and security system to record all calls. This is critical for the DOC to meet its mission: to protect the public, protect staff, and provide safe, secure and humane supervision of offenders with opportunities that support successful community reintegration.

1.3 BACKGROUND

The current master agreement for the Inmate Telephone Service with GTL has been in place since 2003 and is due to expire shortly. Over the last ten years, it has become a valuable tool for law enforcement and the State Judicial system while ensuring safety and security to both DOC and the public. In addition, technology advancements have not fully been realized by the State due to the age of the current master agreement.

1.4 EVALUATION

An evaluation team will review all vendor responses to this RFP. The evaluation team shall review the entire Vendor, Business and Technical Proposal first, without reference to the Financial Proposal, Attachment 3. The Vendor, Business and Technical Proposal, Attachment 6, will be scored in accordance with a weighting scheme established and approved prior to the opening of any proposal. The Financial Proposal will only be scored for vendors whose Vendor, Business and Technical Proposal achieve a predetermined minimum score.

1.5 IMPLEMENTATION

As a result of the evaluation process, if the proposal of a given vendor is the most advantageous, the State shall select that vendor and allow them the right to negotiate a contract with the State for the implementation of the vendor’s proposal.

2 ADMINISTRATIVE REQUIREMENTS

2.1 VENDOR INSTRUCTIONS

2.1.1 CONFORMITY TO INSTRUCTIONS

Vendors must conform with all RFP instructions and conditions when responding to this RFP. The State, at its discretion, may reject any nonconforming proposal.

2.1.2 PROPOSAL RESPONSES TO THIS RFP

Vendors desiring to participate in this RFP process must submit proposals with the format and content as detailed in *Attachment 2 – Vendor Proposal Format Requirements*. Vendors must respond to all requirements set forth in this RFP.

The vendor, business and technical requirements for this RFP are in *Attachment 6*.

2.1.3 IDENTIFYING RFP COMMUNICATIONS

All proposals and other communications with the State regarding this RFP must be submitted in writing in sealed envelopes or cartons clearly identifying:

- ◆ The appropriate RFP reference, such as “RFP # 10ITZ0119”,
- ◆ The applicable proposal due date and time,
- ◆ The name and address of the originating vendor , and
- ◆ An indication of the envelope contents (e.g., "BUSINESS & TECHNICAL PROPOSAL," "NEGATIVE RESPONSE," "QUESTIONS," "FINANCIAL PROPOSAL”, and so forth).

Any material received that does not so indicate its RFP related contents will be opened as general mail, which may not ensure timely receipt and acceptance.

2.1.4 VENDOR QUESTIONS AND STATE REPLIES

The DOIT Contracts and Purchasing Division will reply to any written vendor questions which it receives in accordance with *Section 3.1* and no later than the Vendor Questions Due date specified in *Section 3.1.1*.

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

2.1.5 ACCEPTANCE OF ADMINISTRATIVE REQUIREMENTS

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

2.1.6 DEVIATING FROM RFP SPECIFICATIONS

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

2.1.7 EXCLUSION OF TAXES FROM PRICES

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

2.1.8 VENDOR CONTACT(S)

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

2.1.9 VALIDATION OF PROPOSAL OFFERINGS

The proposal shall be a binding commitment which the State may include, at its sole discretion, by reference or otherwise, into any agreement with the vendor. Therefore, each proposal copy must be validated by signature of a person having such authority to commit the vendor.

The signer's authority in this regard must be authenticated by a signed (original signature) statement to that effect by an appropriate higher-level company official. A Vendor Proposal Validation and Authentication Statement, attached to this RFP as *Attachment 4*, must be used for this purpose.

2.1.10 PROPOSAL COMPLETENESS

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

2.1.11 RESTRICTIONS ON CONTACTS WITH STATE PERSONNEL

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

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

2.2 OTHER CONDITIONS

2.2.1 OTHER RIGHTS RESERVED

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

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

2.2.2 REMEDIES

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

- 1) Corrective action plans to be developed and implemented by the vendor, subject to State of Connecticut approval.
- 2) Accelerated monitoring of vendor performance by the State of Connecticut or its designee, including access to vendor facilities, records, and personnel.

- 3) Additional or ad hoc reporting by the vendor, at no cost to the State of Connecticut, to address performance issues.
- 4) Pass-through of a proportional share of Federal disallowances and sanctions/penalties imposed on the State and resulting from the vendor's performance or non-performance under the system services agreement.

2.2.3 SYSTEM NON-ACCEPTANCE

Failure of the Service to be accepted at any of DOC's facilities by the State of Connecticut as proposed by the vendor may result in DOC ceasing to allow further installation and activations at any other DOC facility, or other remedies or measures permitted by contract or by law.

2.2.4 CONTROL OF RFP EVENTS AND TIMING

The timing and sequence of procurement events associated from this RFP will be determined solely by the State.

2.2.5 PROPOSAL EXPENSES

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

2.2.6 OWNERSHIP OF PROPOSALS

All proposals submitted in response to this RFP and upon receipt by the State shall become the sole property of the State.

2.2.7 ORAL AGREEMENT OR ARRANGEMENTS

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

2.2.8 VENDOR PRESENTATION OF SUPPORTING EVIDENCE/SURETY

Vendors must be prepared to provide any evidence of experience, performance ability, and/or financial surety that the State deems to be necessary or appropriate to fully establish the performance capabilities represented in their proposals.

2.2.9 VENDOR DEMONSTRATION OF PROPOSED PRODUCTS

Vendors must be able to confirm their ability to provide all proposed services. Any required confirmation must be provided at a site approved by the State and without cost to the State.

2.2.10 VENDOR MISREPRESENTATION OR DEFAULT

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

2.2.11 STATE FISCAL AND PRODUCT PERFORMANCE REQUIREMENTS

Any product acquisition resulting from this RFP must be contingent upon contractual provisions for cancellation of such acquisition, without penalty, if the applicable funds are not available for required payment of product and/or service costs or if the product and/or service fails to meet minimum State criteria for acceptance.

2.2.12 CONFORMANCE OF AWARDS WITH STATE STATUTES

Any award resulting from this RFP must be in full conformance with State of Connecticut statutory, regulatory and procedural requirements.

2.2.13 ERRONEOUS AWARDS

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

2.2.14 CORPORATE REPORTING

Upon request by the State of Connecticut and/or DOIT, the vendor must provide:

- 1) A Certificate of Authority, Certificate of Legal Existence or Certificate of Good Standing, as applicable, from the Connecticut Secretary of the State's Office, prior to the execution of the contract;
- 2) A tax clearance statement from the Department of Revenue Services within sixty (60) days of the execution of the contract; and,
- 3) A statement from the Department of Labor regarding employee contributions within sixty (60) days of the execution of the contract.

2.2.15 PRIME VENDOR

The State of Connecticut will only enter into a contract with a prime vendor who will be required to assume full responsibility for the delivery/installation of 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 vendor.

2.2.16 USE OF SUBCONTRACTORS

Responding vendors must indicate on the Vendor Checklist – Attachment 8, the names of any intended subcontractors. 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 Department of Information Technology (DOIT) 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 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. East 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. East 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. East 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 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 vendor 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 subcontract 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 vendor with which such subcontractor 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 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).

2.2.17 FREEDOM OF INFORMATION ACT

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

Convincing explanation and rationale sufficient to justify each exemption consistent with the Act's Section 1-210 of the Connecticut General Statutes, must accompany the proposal. The rationale and explanation must be stated in terms of the prospective harm to the competitive position of the vendor that would result if the identified material were to be released and the reasons why the materials are legally exempt from release pursuant to the above cited statute. Please refer also to Section 2.2.21 - Ownership of the System and Workflows.

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

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

2.2.18 SECURITY CLEARANCE

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

2.2.19 AUTHORIZED TO WORK ON PROJECT

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

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

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

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

2.2.20 KEY PERSONNEL

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

During the course of the Contract, the State of Connecticut reserves the right to approve or disapprove the vendor's or any subcontractor's staff assigned to the Contract, to approve or disapprove any proposed changes in staff, or to require the removal or reassignment of any Contractor employee or subcontractor employee found unacceptable by the State.

Replacement of personnel who leave the Project shall be made within thirty (30) days.

Replacement of any personnel shall be with personnel of equal ability and qualifications and subject to approval by the State.

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

2.2.21 OWNERSHIP OF THE SYSTEM AND WORKFLOWS

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

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

2.2.22 ENCRYPTION OF CONFIDENTIAL DATA

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

2.2.23 RIGHTS TO AUDIT

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

2.2.24 WARRANTY

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

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

2.2.25 INDEPENDENT PRICE DETERMINATION

The vendor must warrant, represent, and certify in the Transmittal Letter (Attachment 11) that the following requirements have been met in connection with this RFP:

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

2.2.26 OFFER OF GRATUITIES

The vendor must warrant, represent, and certify in the Transmittal Letter (Attachment 11) that no elected or appointed official or employee of the State of Connecticut has or will benefit financially or materially from this procurement. Any contract and/or award arising from this RFP may be terminated by the State if it is determined that gratuities of any kind were either offered to or received by any of the aforementioned officials or employees from the vendor, the vendors agent(s), representative(s) or employee(s).

2.2.27 READINESS OF OFFERED PRODUCTS

The vendor must warrant, represent and certify in the Transmittal Letter (Attachment 11) that all System products (software, hardware, operating system, etc.), as applicable, offered to the State in the proposal must be currently manufactured and available for general sales, lease, or licenses on the date the proposal is submitted. Any proprietary products must be identified as such.

2.2.28 INSPECTION OF WORK PERFORMED

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

records, and other compilations of data which pertain to the performance and/or charges applicable to the provisions and requirements of this award/contract.

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

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

This requirement also applies to any subcontractors who may be engaged by the vendor.

2.2.29 DATE/TIME COMPLIANCE

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

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

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

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

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

In addition, Contractor warrants that Products or items modified or remediated to achieve Date/Time compliance shall remain unaffected with respect to their functioning or performance except for processing and exchanging date data. Contractor further warrants that Products or

items not being modified or remediated directly shall remain unaffected with respect to their normal functioning or performance.

2.2.30 CORPORATE GOVERNANCE

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

3 TYPICAL ACTIVITIES CONDUCTED AFTER RFP ISSUANCE

3.1 VENDOR COMMUNICATION

3.1.1 PROCUREMENT SCHEDULE

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

Event Date	Event
November 18, 2010	RFP Issued
December 8, 2010	Vendor Conference – 10:00 AM EDT
December 13, 2010	Vendor Questions Due to State – 5:00 PM ET
TBD	Response to Vendor Questions
January 11, 2011	Proposal Submissions Due – 2:00 PM EDT
TBD	State Review of Vendor, Business, and Technical Proposals Conclude
TBD	State Review of Financial Proposals Conclude
TBD	Estimated Start of Contract Negotiations
TBD	Estimated Vendor Project Start Date

3.1.2 VENDORS' CONFERENCE

A Vendors' Conference will be held on **December 8, 2010** at the Department of Information Technology offices located at 101 East River Drive, Room 1002, East Hartford, CT 06108. The conference will begin at 10:00 AM Eastern Time (ET). Vendors planning to attend said conference are requested to contact [Kris Wohlgemuth](mailto:Kris.Wohlgemuth@ct.gov), no later than two business days prior to the conference via e-mail at Kris.Wohlgemuth@ct.gov so that DOIT can arrange for adequate space. Vendors planning to submit a proposal are **not required** to attend this conference. Oral questions raised at the Vendors' Conference may be answered orally; however, responses will not be official, and may not be relied upon, until a written reply is issued through the DOIT Contracts and Purchasing Division.

3.1.3 VENDORS' QUESTIONS

The State intends to answer questions from any vendor that is considering a response to this RFP. Questions received by the Contracts and Purchasing Division (CPD) up to the vendor deadline of **December 13, 2010 at 5:00 PM EDT** will be answered. Address any inquires to [Kris Wohlgemuth](mailto:Kris.Wohlgemuth@ct.gov). Only written inquiries will be accepted via e-mail at Kris.Wohlgemuth@ct.gov. To

properly process vendor questions, vendors shall ensure that the RFP number **10ITZ0119** is on the subject line of the electronic mail message.

Questions shall be included as Microsoft Word or compatible format, as an attachment. Response to vendor questions will be posted on the DOIT procurement website as soon after the question deadline as possible.

3.2 RFP RESPONSE COORDINATION AND REVIEW

The State will open only those proposals received by the date and time specified in *Section 4.1 – Proposal Submission*.

Proposals received after the due date will be returned unopened. Vendors who are hand-delivering proposals will not be granted access to the building without a photo ID and should allow extra time for security procedures. Immediately upon opening, the State will review each proposal for vendor compliance with the instructions and conditions set forth in this RFP and the attachments hereto. DOIT, at its option, may seek vendor retraction and clarification of any discrepancy/contradiction found during its review of proposals. The Evaluation Team will evaluate only proposals complying with the submission and formatting requirements of this RFP.

3.3 PROPOSAL EVALUATION

3.3.1 PROPOSAL REVIEW TEAM

A State proposal review team will be established consisting of DOC and DOIT personnel.

3.3.2 EVALUATION PROCESS

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

The State will evaluate requested proposal information against all RFP requirements, using criteria and methodology pre-established in coordination with the planned users of a given service. Proposals will be evaluated in accordance with *Attachment 11 – Evaluation and Selection Criteria*. Additionally, the State Proposal Review Team will also evaluate the responding vendor's:

- ◆ Understanding of the RFP as shown by the thoroughness of the vendor's proposal and the vendor's ability to provide the products and/or services as specified,
- ◆ How well the vendor's product functionality matches defined business and technical requirements,
- ◆ How well the vendor's proposed product design and technology matches defined technical requirements,
- ◆ The vendor's ability to align with the State of Connecticut's System Development Methodology (SDM) framework, e.g. a phase end gate meeting and signoff before proceeding to the next phase and must meet the intent of mandatory deliverables within each phase.

- ◆ The vendor's ability to align with the State of Connecticut Enterprise Architecture – Technology Architecture (CTEA-TA) standards.
- ◆ The vendor's ability to deliver the required products and/or services in accordance with the Project Implementation Schedule as defined in Attachment 15.

3.3.3 ESTABLISH AND CONDUCT APPLICABLE VENDOR DEMONSTRATION OR PROOF OF CONCEPTS

The State will determine the nature and scope of any demonstrations or proof of concepts that it may deem to be necessary or appropriate to the evaluation of vendor System proposals.

3.3.4 VENDOR DEMONSTRATIONS AND PROOF OF CONCEPT: PURPOSE AND SCOPE

The State may use vendor demonstrations or a proof of concept to validate a vendor's proposal, to satisfy given operating requirements, and to ascertain the adequacy and timeliness of system responses, and to verify that business and technical requirements have been met.

- ◆ A vendor demonstration may be a series of vendor conducted and lead tests to demonstrate to the State of Connecticut the vendor's ability to perform as required.
- ◆ A Proof of Concept (POC) is a targeted set of transactions and test cases which will allow the State of Connecticut to confirm that the vendor proposed solution can satisfy the requirements deemed critical and/or high risk before significant investment is made in the vendor solution. The POC is a small-scale but "live" application of the solution. A POC is not a "full blown" system or user acceptance test cycle.

3.3.5 LIVE DEMONSTRATION AND PROOF OF CONCEPTS TO STATE

The State usually requires vendors to conduct demonstrations or POCs at a mutually agreed upon site and at no cost to the State. The evaluation of any and all live demonstrations that shall be subject to a review and approval by the State's existing Office of State Ethics or its successor.

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

The State reserves the right to request that vendors make additional presentations, either in person or by telephone, to the Evaluation Team to clarify their proposal and respond to questions from the Evaluation Team regarding their proposal. The State also reserves the right to require additional written documentation to support and clarify information provided in the proposal. Failure to respond to such requests may, at the discretion of the Evaluation Team, result in disqualification of the vendor from further consideration.

3.4 IMPLEMENT NECESSARY AGREEMENTS

The offered agreement, *Attachment 5 - Information Processing Systems Agreement*, shall be the agreement pertaining to this issued RFP. In that the State offered agreement is viewed as being most reasonable to the vendor, the State will not accept any request by the vendor to modify a specific provision unless there are compelling reasons for doing so, and that without the provision being modified the vendor will not consider contract approval. In any such case, vendor should state the rationale for the specific provision's unacceptability (define the deficiency); provide recommended verbiage (consistent with verbiage used throughout the

agreement) for the State's consideration; and state how such recommended verbiage corrects the claimed deficiency and maintains fairness to both parties, as part of the proposal.

IT IS NOT ACCEPTABLE to simply replace a State provision with a vendor's "preferred" provision.

If for some reason the Contracts and Purchasing Division (CPD) cannot reach consensus with the vendor within a reasonable time, CPD shall offer the agreement to the next best proposal and so on until either the agreement is executed or the State decides to start the RFP process again.

3.5 NOTIFICATION OF AWARDS

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

4 PROPOSAL REQUIREMENTS

4.1 PROPOSAL SUBMISSION

Vendor proposals in response to this **RFP # 10ITZ0119** MUST be received at:

**Department of Information Technology
Division of Contracts and Purchasing
ATTN: Kris Wohlgemuth
101 East River Drive
East Hartford, CT 06108**

no later than **January 11, 2011 at 2:00 PM (EST)** in order to be considered. Postmark dates will not be considered as the basis for meeting any submission deadline. Therefore, any vendor proposal received after the deadline will not be accepted. Receipt of a proposal after the closing date and/or time as stated herein shall not be construed as acceptance of the proposal as the actual receipt of the document is a clerical function. If delivery of proposals is not made by courier or in person, the use of certified or registered mail is suggested. **Proposals will not be publicly opened on or before the due date.**

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

5 PARTICIPATING STATE OF CONNECTICUT AGENCIES

Inmate Telephone Service proposals will be reviewed and evaluated by State personnel from the Department of Correction (DOC) and the Department of Information Technology (DOIT).

6 VENDOR'S RESPONSE - TABLE OF CONTENTS

Responding vendors must restrict and order their responses in each of the two binders in accordance with the following two (2) tables of content for Parts I and II. Please refer to *Attachment 2* of this document for Vendor Proposal Format Requirements.

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

Section I – Vendor, Business, and Technical Proposal	
Tab#	Content
	8.1 Completed and Executed Mandatory Forms and Documents
I.1	8.1.1 Vendor Transmittal Letter (Attachment 11)
I.2	8.1.2 Mandatory Requirement Checklist (Attachment 12)
I.3	8.1.3 Vendor Checklist (Attachment 8)
I.4	8.1.4 Mandatory Vendor Questionnaire (Attachment 1)
I.5	8.1.5 Vendor Proposal Validation and Authentication Statement (Attachment 4)
I.6	8.1.6 CHRO Forms (Attachment 7)
I.7	8.1.7 Vendor Certifications (Attachment 9)
I.8	8.2 Executive Summary
I.9	8.3 / 8.4 Architecture Overview /Product Architecture
I.10	8.5 System Development Methodology (SDM) Practices
I.11	8.6 Product Version
I.12	RFP Attachment 6: Vendor, Business, and Technical Requirements - Fully complete Attachment 6 per instructions (keeping paragraph numbers the same as they appear in this attachment).

Table of contents for Financial Proposal:

Section II – Vendor Financial Proposal	
Tab#	Content
II.1	9.1 Financial Executive Summary
II.2	RFP Attachment 3 - Vendor Financial Proposal - Fully complete Attachment 3 per instructions (keeping paragraph numbers the same as they appear in this attachment).

7 GENERAL FORMAT REQUIREMENTS

The content of the Vendor's response between hardcopy and electronic submissions must be exactly the same. In the event there are differences, the hard copy will prevail.

7.1 BINDING THE PROPOSAL

The original hardcopy, which must be clearly identified and signed, and six (6) additional hardcopies of the proposal must be bound using loose leaf style binders; with the proposal sections being bound as described above. **Proposals that are submitted that use Spiral, Wire Form, GBC or Perfect Bound, type of binding materials are not acceptable.**

Each hardcopy binder cover slip must include the responding Vendor's name, address and the RFP number (RFP# 10ITZ0119) as reference in the lower right corner. Titles for the appropriate sections shall be centered on the cover slip. The spine of each binder must contain the proper section title, with the RFP number reference and the submitting Vendor's name.

The RFP hardcopies must be labeled with “*Original*” or “*Copy n of 6*”, where *n* is the sequence number of the hardcopy. The original and all copies of the proposal must be labeled and separated as follows:

Copy n of #6	Binder #1	Section I – Vendor, Business, and Technical Proposal
	Binder #2	Section II- Financial Proposal

7.2 FORMATTING THE PROPOSAL’S CONTENT

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

1. Text shall be on 8 ½” x 11” paper in the “portrait” orientation, except where a supplied template is in “landscape” orientation,
2. Text shall be single spaced,
3. The State prefers a Arial baseline font for the body of the document with a font pitch no smaller than 11 points,
4. The margin at the binding edge of any document shall be a minimum of one and one half inches (1 ½”), all other margins shall be one inch (1”),
5. Inline graphics or illustrations shall be clean and crisp in appearance must be captioned appropriately,
6. Any graphics or illustration may have a smaller text spacing, pitch and font size but must be legible,
7. Oversize attachments or appendices should not exceed more than one fold to conform to 8 ½” X 11” ,
8. Resumes shall be in a consistent format but, they do not need to confirm to the formatting guidelines for the proposal itself.

7.3 ELECTRONIC VERSIONS (CD-ROM)

The vendor must include an electronic copy of the proposal with the original hardcopy and each of the six (6) copies. These electronic versions are to be submitted using CD-ROM media, formatted for use with computers using the Microsoft Windows operating system.

Each CD must be submitted in a protective case and must be clearly labeled on the cover and in a manner consistent with the hardcopy submission. In addition, the CD itself must be labeled with the RFP reference and the caption “*CD ROM n of 6*”, where *n* is the sequence number of the CD in the set.

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

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

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

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

7.3.1 CORRUPTED PDF DOCUMENTS

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

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

8 SECTION I – VENDOR, BUSINESS, AND TECHNICAL PROPOSAL

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

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

8.1 COMPLETED AND EXECUTED MANDATORY FORMS AND DOCUMENTS

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

8.1.1 TRANSMITTAL LETTER (TAB I.1)

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

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

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

8.1.2 MANDATORY VENDOR CHECKLIST (TAB I.2)

Include completed *RFP Attachment 12 – Mandatory Requirement Checklist*. Failure to comply will result in failing the administrative review disqualifying the proposal.

8.1.3 VENDOR CHECKLIST (TAB I.3)

Include completed *RFP Attachment 8 - Vendor Checklist*.

8.1.4 MANDATORY VENDOR QUESTIONNAIRE (TAB I.4)

Include completed RFP Attachment 1 - Mandatory Vendor Questionnaire.

8.1.5 VENDOR VALIDATION AND AUTHENTICATION STATEMENT (TAB I.5)

Include completed RFP Attachment 4 - Vendor Proposal Validation and Authentication Statement.

8.1.6 CHRO FORMS (TAB I.6)

Include completed RFP Attachment 7 – Contract Compliance Regulations and Notification to Bidder.

8.1.7 VENDOR CERTIFICATIONS (TAB I.7)

Include completed RFP Attachment 9 - Vendor Certifications.

8.2 EXECUTIVE SUMMARY (TAB I.8)

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

8.3 ARCHITECTURE OVERVIEW (TAB I.9)

Vendor 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 12 CTEA Technical Guidelines, Section 1.2 Product Architecture*** for a detailed description of what to include in the product architecture diagrams.

Vendors are required to comply with the State of Connecticut Enterprise Architecture (CTEA) standards. CTEA standards are available at <http://www.ct.gov/doit/cwp/view.asp?a=1245&q=462024>.

8.4 PRODUCT ARCHITECTURE (TAB 1.9)

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

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

The implemented solution must comply with the Department of Information Technology's State of Connecticut Enterprise Architecture (CTEA) guidelines and standards.

8.5 SYSTEM DEVELOPMENT METHODOLOGY (SDM) PRACTICES (TAB I.10)

Only project and software management practices and principles that comply with or meet the intent of established State of Connecticut System Development Methodology, Attachment 14, 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 use this SDM?

8.6 PRODUCT VERSION (TAB I.11)

If product has any Web accessibility, it must comply with the State of Connecticut's "*Universal Web Site Accessibility Policy for State Web Sites - Version 4.0*" and vendors are required to explain how their solution meets this requirement. Information on this policy can be found at www.doit.state.ct.us/purchase/main/staccess.htm.

8.7 VENDOR, BUSINESS, AND TECHNICAL REQUIREMENTS (TAB I.12)

Vendor must fully complete Attachment 6 per instructions (keeping paragraph numbers the same as they appear in this attachment).

8.8 REQUEST FOR WAIVER

Deviation from these guidelines requires prior approval by DOIT.

8.9 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>.

8.10 SECURITY

8.10.1 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.

8.10.2 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).

8.11 BUSINESS CONTINUITY ORIENTED

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

9 SECTION II – VENDOR FINANCIAL PROPOSAL

9.1 EXECUTIVE FINANCIAL SUMMARY (TAB II.1)

The Executive Financial Summary must provide a high-level overview of the vendor's financial proposal in such a way as to demonstrate the overall financial benefit to the State and impact on the consumers of this service. The Executive Financial Summary should mention the dollar amount proposed for the project.

9.2 RFP ATTACHMENT 3 – VENDOR FINANCIAL PROPOSAL (TAB II.2)

Vendors must fully answer all questions in *Attachment 3* of this RFP by inserting its response immediately after the question.

The *RFP Attachment 3, Vendor Financial Proposal* 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. The *RFP Attachment 10 - Evaluation and Selection Criteria* document explains the RFP scoring process. Only qualified vendor, business, and technical proposals will have their financial proposals opened and examined.

ATTACHMENT 1 – MANDATORY VENDOR QUESTIONNAIRE

In order to respond to this RFP and have your proposal included in the evaluation process, a vendor should be able to answer "Yes" to the following questions.

If a proposal is submitted with any "No" responses or if the Questionnaire is returned incomplete or is missing altogether, the State may reject said proposal.

Vendor Name: _____

Vendor Address: _____

	Yes	No
1. Is your company, agents or subcontractors free from any pending civil litigation, arbitration or other similar actions as a result of work performed by the company or its agents or subcontractors?	_____	_____
2. Has your company been free from premature termination from any project, award or contract for cause?	_____	_____
3. Has your company been free from being subject of any liquidated damages at anytime during the last three (3) years?	_____	_____
4. Is your company free from any suspensions or disbarments?	_____	_____

Person certifying the above information:

Name: _____

Signature: _____

Title: _____

ATTACHMENT 2 - VENDOR PROPOSAL FORMAT REQUIREMENTS

This RFP will result in an award for a vendor to provide Inmate Telephone Service for DOC and be in compliance with DOC's and DOIT's standards and principles.

A vendor's proposal must be submitted in two (2) separate sections as follows:

Section I - Vendor, Business, and Technical Proposal

Section II – Vendor Financial Proposal

Vendors shall submit their proposal according to the specifications supplied in the section titled *General Format Requirements*, paragraph 7 in the RFP document (located above). A valid proposal shall constitute the collection of the two mandatory sections of which there shall be:

- A. One (1) signed, printed and original proposal along with CD-ROM-based electronic copy of the original proposal.**
- B. Six (6) additional printed copies of the original proposal each containing a CD-ROM-based electronic copy of the original proposal.**

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

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

ATTACHMENT 3 – VENDOR FINANCIAL PROPOSAL

The vendor must respond to all paragraphs in this attachment by restating point-by-point the understanding and acceptance of requirements, providing a detailed description of its proposed service, and providing a specific description of methods by which the proponent shall comply with State requirements. For all paragraphs requiring a response, the vendor must provide a complete and separate response for the service it is proposing. **Vendors must fully answer all questions in this Attachment 3 by inserting its response immediately after each numbered paragraph. Failure to do so may result in disqualification of vendor’s proposal.**

1 RATES, FEES AND COSTS

The vendor is responsible for ensuring that all telephone services and rates comply with all applicable regulations including but not limited to the CT Department of Public Utility Control and the Federal Communications Commission. All rates must be fixed for the term of the contract unless re-negotiated and approved by the State as defined below.

The State has provided in this RFP (Attachment 18) the current usage, by facility, of the current Inmate Telephone Service.

The vendor shall affirm it will comply.

1.1 COMMISSION RATE

The vendor shall pay a monthly commission to DOIT of at least, but not limited to 45% of the Commissionable Revenue. Commissions must be based upon revenue as follows: “Commissionable Revenue” is the revenue from Operator Service Calls generated by the inmate telephones, excluding: (i) amounts billed, but not paid; (ii) taxes; (iii) credits; and (iv) amounts otherwise paid to third parties in support of regulatory programs. The latter category includes the Universal Service Fund, the State 911 charge, the State Universal Service Fund, and the Carrier Cost Recovery Charge. If some future regulatory development establishes a new charge, the vendor and the State will mutually determine the exemption of such charge from Commissionable Revenue at that time. The commission must be received by DOIT within 30 days of the end of each month’s billing cycle.

All revenue payments to the State for services/equipment shall be made payable to “Treasurer, State of Connecticut” and submitted to the Department of Information Technology, Fiscal Office or designee.

The vendor shall affirm it will comply with the above requirements (do not state the commission rate here).

1.1.1 COMMISSION RATE SPREADSHEET – MANDATORY

The vendor must provide a single commission rate for the commissionable revenue generated by both the discounted pre-paid calls and non-discounted standard collect calls in the Commission Rate Spreadsheet at the end of Attachment 3 and include it in the financial response to this RFP.

1.2 RATE STRUCTURE

1.2.1 DOMESTIC CALLS PLACED TO CONNECTICUT TELEPHONE NUMBERS

The rate proposed and charged by the vendor shall be a single flat per minute rate exclusive of all applicable fees, surcharges, and taxes for all collect calls made to Connecticut telephone numbers. The rate for the discounted pre-paid calls must be, at a minimum, 25% less than the standard collect call rate.

The vendor shall affirm it will comply.

1.2.2 DOMESTIC CALLS PLACED TO NON-CONNECTICUT TELEPHONE NUMBERS

The rate proposed and charged by the vendor shall be a single flat per minute rate exclusive of all applicable fees, surcharges, and taxes for all collect calls made to non-Connecticut telephone numbers within the continental United States, Alaska and Hawaii. The rate for pre-paid calls must be, at a minimum, 25% less than the flat collect call rate.

The vendor shall affirm it will comply.

1.2.3 CALLS PLACED TO INTERNATIONAL TELEPHONE NUMBERS

The vendor shall propose a rate structure for international calls detailing rates by country exclusive of all fees, taxes, connect charges or other costs. Any location not within the area defined as covered by the domestic rates as detailed above shall be treated as international. The rate for pre-paid calls must be, at a minimum, 25% less than the standard collect call rate.

The vendor shall affirm it will comply.

1.2.4 PER MINUTE CALL RATES SPREADSHEET – MANDATORY

The vendor must fully complete the Per Minute Call Rates Spreadsheets at the end of Attachment 3 and include them in the financial response to this RFP. The vendor rates included in the spreadsheet will be used to correct any vendor mathematical discrepancies.

2 ALTERNATE RATES, FEES AND COSTS (NO COMMISSION)

The vendor shall provide an alternate rate structure for calls if the State were to eliminate commissions at a later date. The alternate rate structure would be fixed for the term of the contract unless re-negotiated and approved by the State as defined below.

The State has provided in this RFP (Attachment 18) the current usage, by facility, of the current Inmate Telephone Service.

The vendor shall affirm it will comply.

2.1 ALTERNATE RATE STRUCTURE

2.1.1 DOMESTIC CALLS PLACED TO CONNECTICUT TELEPHONE NUMBERS (ALTERNATE RATE)

The rate proposed and charged by the vendor shall be a single flat per minute rate exclusive of all applicable fees, surcharges, and taxes for all collect calls made to Connecticut telephone numbers. The rate for the discounted pre-paid calls must be, at a minimum, 25% less than the standard collect call rate.

The vendor shall affirm it will comply.

2.1.2 DOMESTIC CALLS PLACED TO NON-CONNECTICUT TELEPHONE NUMBERS (ALTERNATE RATE)

The rate proposed and charged by the vendor shall be a single flat per minute rate exclusive of all applicable fees, surcharges, and taxes for all collect calls made to non-Connecticut telephone numbers within the continental United States, Alaska and Hawaii. The rate for pre-paid calls must be, at a minimum, 25% less than the flat collect call rate.

The vendor shall affirm it will comply.

2.1.3 CALLS PLACED TO INTERNATIONAL TELEPHONE NUMBERS (ALTERNATE RATES)

The vendor shall propose a rate structure for international calls detailing rates by country exclusive of all fees, taxes, connect charges or other costs. Any location not within the area defined as covered by the domestic rates as detailed above shall be treated as international. The rate for pre-paid calls must be, at a minimum, 25% less than the standard collect call rate.

The vendor shall affirm it will comply.

2.1.4 ALTERNATE PER MINUTE CALL RATES SPREADSHEET – MANDATORY

The vendor must fully complete the Alternate Per Minute Call Rates Spreadsheet at the end of Attachment 3 and include it in the financial response to this RFP. The vendor rates included in the spreadsheet will be used to correct any vendor mathematical discrepancies.

3 REPORTS FOR DOIT AND DOC

The vendor shall provide monthly management reports to DOIT/Communications Services and DOC identifying the revenue and commission paid by telephone number by facility. In addition, the vendor shall provide information detailing the calculations based on the various provisions of the vendor's commission rate schedule. The vendor shall also provide the total minutes by call type by facility.

The vendor shall provide various other reports as required including but not limited to detail of amount of deposit made to prepaid accounts, international calls processed, and wireless numbers added to authorized call lists.

The vendor shall include in its response samples of the above reports as well as describe any other available reports.

ATTACHMENT 3 - FINANCIAL SPREADSHEETS (With Commission)

Per Minute Call Rates Spreadsheet

Complete this worksheet by filling in the columns entitled "Vendor Proposed Discounted Pre-Paid Per Minute Call Rate" and "Vendor Proposed Standard Collect Per Minute Call Rate" (highlighted in yellow). The "Annual Proposed Revenue ..." and "Grand Total Revenue" columns will be calculated automatically. Calculations should be validated by the vendor. For further instructions, see "Attachment 3 – Vendor Financial Proposal".

Call Type	Discounted Pre-Paid Collect			Standard Collect			Grand Total Revenue
	Actual Annual Discounted Pre-Paid Minutes (6/09-5/10)	Vendor Proposed Discounted Pre-Paid Per Minute Call Rate	Annual Proposed Revenue From Discounted Pre-Paid Minutes	Actual Annual Standard Collect Minutes (6/09-5/10)	Vendor Proposed Standard Collect Per Minute Call Rate	Annual Proposed Revenue From Standard Collect Minutes	
Local	286,956		\$0	482,621		\$0	
IntraLATA	526,431		\$0	897,096		\$0	
InterLATA	2,882		\$0	3,503		\$0	
Interstate	32,429		\$0	86,921		\$0	
*International	1,285		\$0				
Sub-Total Revenue			\$0			\$0	
Grand Total Revenue (Use This Amount On Commission Rate Spreadsheet)							\$0

**NOTE: A per country breakdown is unavailable. Please use the rate for the United Kingdom for the purpose of this spreadsheet.*

ATTACHMENT 3 - FINANCIAL SPREADSHEETS (With Commission)

International Per Minute Call Rates Spreadsheet

Complete this worksheet by filling in the column entitled "International Per Minute Call Rate" (highlighted in yellow). List additional countries and associated rates at the end as needed. Insert "NA" for any country you are unable to complete calls using the Inmate Telephone Service. For further instructions, see "Attachment 3 – Vendor Financial Proposal".

Discounted Pre-Paid Collect International Per Minute Call Rate	Country
	Afghanistan
	Albania
	Algeria
	American Samoa
	Andorra
	Angola
	Anguilla
	Antarctica (Casey, Davis, Mawson and Macquarie Island)
	Antarctica (Scott Base)
	Antigua (Barbuda)
	Argentina
	Armenia
	Aruba
	Ascension Island
	Australia (including Tasmania)
	Austria
	Azerbaijan
	Bahamas
	Bahrain
	Bangladesh
	Barbados
	Belarus
	Belgium
	Belize
	Benin
	Bermuda
	Bhutan
	Bolivia
	Bosnia-Herzegovina
	Botswana
	Brazil
	British Virgin Islands
	Brunei
	Bulgaria
	Burkina Faso
	Burundi
	Cambodia
	Cameroon

State of Connecticut, Department of Information Technology
 Request for Proposals
 Inmate Telephone Service

Discounted Pre-Paid Collect International Per Minute Call Rate	Country
	Canada
	Cape Verde Islands
	Cayman Islands
	Central African Republic
	Chad
	Chile
	China
	Christmas Island
	Cocos Islands
	Colombia
	Comorros
	Congo
	Cook Islands
	Costa Rica
	Croatia
	Cuba
	Cyprus
	Czech Republic
	Denmark
	Diego Garcia
	Djibouti
	Dominica
	Dominican Republic
	Easter Island
	Ecuador
	Egypt
	El Salvador
	Equatorial Guinea
	Eritrea
	Estonia
	Ethiopia
	Faeroe Islands
	Falkland Islands
	Fiji Islands
	Finland
	France
	French Antilles (including Martinique, St. Barthelemy & St. Martin)
	French Guiana
	French Polynesia
	Gabon
	Gambia
	Georgia
	Germany
	Ghana
	Gibraltar
	Greece
	Greenland
	Grenada (including Carriacou)

State of Connecticut, Department of Information Technology
 Request for Proposals
 Inmate Telephone Service

Discounted Pre-Paid Collect International Per Minute Call Rate	Country
	Guadeloupe
	Guantanamo Bay
	Guatemala
	Guinea
	Guinea Bissau
	Guyana
	Haiti
	Honduras
	Hong Kong
	Hungary
	Iceland
	India
	Indonesia
	Iran
	Iraq
	Ireland
	Israel
	Italy
	Ivory Coast
	Jamaica
	Japan
	Jordan
	Kazakhstan
	Kenya
	Kiribati
	Korea, Democratic People's Republic of
	Korea, Republic of
	Kuwait
	Kyrgyzstan
	Laos
	Latvia
	Lebanon
	Lesotho
	Liberia
	Libya
	Liechtenstein
	Lithuania
	Luxembourg
	Macao
	Macedonia
	Madagascar
	Malawi
	Malaysia
	Maldives
	Mali
	Malta
	Marshall Islands
	Mauritania

State of Connecticut, Department of Information Technology
 Request for Proposals
 Inmate Telephone Service

Discounted Pre-Paid Collect International Per Minute Call Rate	Country
	Mauritius
	Mayotte Island
	Mexico
	Micronesia
	Moldova
	Monaco
	Mongolia
	Montserrat
	Morocco
	Mozambique
	Mynamar
	Namibia
	Nauru
	Nepal
	Netherlands
	Netherlands Antilles
	Nevis
	New Caledonia
	New Zealand
	Nicaragua
	Niger
	Nigeria
	Niue Island
	Norfolk Island
	Norway
	Oman
	Pakistan
	Palau
	Panama
	Papua New Guinea
	Paraguay
	Peru
	Philippines
	Poland
	Portugal (including Azores & Madeira Islands)
	Qatar
	Reunion Island
	Romania
	Russia
	Rwanda
	San Marino
	Sao Tome
	Saudi Arabia
	Senegal
	Seychelles Islands
	Sierra Leone
	Singapore
	Slovakia

State of Connecticut, Department of Information Technology
 Request for Proposals
 Inmate Telephone Service

Discounted Pre-Paid Collect International Per Minute Call Rate	Country
	Slovenia
	Solomon Islands
	Somalia
	South Africa
	Spain (including Balearic Islands, Canary Islands, Ceuta, & Melilla)
	Sri Lanka
	St Helena
	St Kitts
	St Lucia
	St Pierre/Miquelon
	St Vincent/Grenadines
	Sudan
	Suriname
	Swaziland
	Sweden
	Switzerland
	Syria
	Taiwan
	Tajikistan
	Tanzania
	Thailand
	Togo
	Tonga
	Trinidad/Tobago
	Tunisia
	Turkey
	Turkmenistan
	Turks and Caicos Islands
	Tuvalu
	Uganda
	Ukraine
	United Arab Emirates
	United Kingdom (Use this rate when completing the "Per Minute Call Rate" spreadsheet.)
	Uruguay
	Uzbekistan
	Vanuatu
	Vatican City
	Venezuela
	Vietnam
	Wallis & Futuna
	Western Samoa
	Yemen, Republic of
	Yugoslavia
	Zaire
	Zambia
	Zimbabwe

ATTACHMENT 3 - FINANCIAL SPREADSHEETS

Commission Rate Spreadsheet

Complete this worksheet by filling in the cell entitled "Vendor Proposed Commission Rate to the State" (highlighted in yellow). The "Grand Total Revenue ..." will be automatically imported from the "Per Minute Call Rate" spreadsheet. "Commission Paid to the State" cell will be calculated automatically. Calculations should be validated by the vendor. For further instructions, see "Attachment 3 – Vendor Financial Proposal".

Grand Total Revenue (Must Be From Per Minute Call Rates Spreadsheet)	\$0
Vendor Proposed Commission Rate to the State (of at least, but not limited to 45%)	
Commission Paid to the State	\$0

ATTACHMENT 3 - FINANCIAL SPREADSHEETS (No Commission)

Alternate Per Minute Call Rates Spreadsheet

Complete this worksheet by filling in the columns entitled "Vendor Proposed Discounted Pre-Paid Per Minute Call Rate" and "Vendor Proposed Standard Collect Per Minute Call Rate" (highlighted in yellow). The "Annual Proposed Revenue ..." and "Grand Total Revenue" columns will be calculated automatically. Calculations should be validated by the vendor. For further instructions, see "Attachment 3 – Vendor Financial Proposal".

Call Type	Discounted Pre-Paid Collect (Alternate Rate - No Commission)			Standard Collect (Alternate Rate - No Commission)			Grand Total Revenue
	Actual Annual Discounted Pre-Paid Minutes (6/09-5/10)	Vendor Proposed Discounted Pre-Paid Per Minute Call Rate	Annual Proposed Revenue From Discounted Pre-Paid Minutes	Actual Annual Standard Collect Minutes (6/09-5/10)	Vendor Proposed Standard Collect Per Minute Call Rate	Annual Proposed Revenue From Standard Collect Minutes	
Local	286,956		\$0	482,621		\$0	
IntraLATA	526,431		\$0	897,096		\$0	
InterLATA	2,882		\$0	3,503		\$0	
Interstate	32,429		\$0	86,921		\$0	
*International	1,285		\$0				
Sub-Total Revenue			\$0			\$0	\$0
Grand Total Revenue (Use This Amount On Commission Rate Spreadsheet)							\$0

**NOTE: A per country breakdown is unavailable. Please use the rate for the United Kingdom for the purpose of this spreadsheet.*

ATTACHMENT 3 - FINANCIAL SPREADSHEETS (No Commission)

Alternate International Per Minute Call Rates Spreadsheet

Complete this worksheet by filling in the column entitled "International Per Minute Call Rate" (highlighted in yellow). List additional countries and associated rates at the end as needed. Insert "NA" for any country you are unable to complete calls using the Inmate Telephone Service. For further instructions, see "Attachment 3 – Vendor Financial Proposal".

Alternate Discounted Pre-Paid Collect International Per Minute Call Rate	Country
	Afghanistan
	Albania
	Algeria
	American Samoa
	Andorra
	Angola
	Anguilla
	Antarctica (Casey, Davis, Mawson and Macquarie Island)
	Antarctica (Scott Base)
	Antigua (Barbuda)
	Argentina
	Armenia
	Aruba
	Ascension Island
	Australia (including Tasmania)
	Austria
	Azerbaijan
	Bahamas
	Bahrain
	Bangladesh
	Barbados
	Belarus
	Belgium
	Belize
	Benin
	Bermuda
	Bhutan
	Bolivia
	Bosnia-Herzegovina
	Botswana
	Brazil
	British Virgin Islands
	Brunei
	Bulgaria
	Burkina Faso
	Burundi
	Cambodia

State of Connecticut, Department of Information Technology
 Request for Proposals
 Inmate Telephone Service

Alternate Discounted Pre-Paid Collect International Per Minute Call Rate	Country
	Cameroon
	Canada
	Cape Verde Islands
	Cayman Islands
	Central African Republic
	Chad
	Chile
	China
	Christmas Island
	Cocos Islands
	Colombia
	Comorros
	Congo
	Cook Islands
	Costa Rica
	Croatia
	Cuba
	Cyprus
	Czech Republic
	Denmark
	Diego Garcia
	Djibouti
	Dominica
	Dominican Republic
	Easter Island
	Ecuador
	Egypt
	El Salvador
	Equatorial Guinea
	Eritrea
	Estonia
	Ethiopia
	Faeroe Islands
	Falkland Islands
	Fiji Islands
	Finland
	France
	French Antilles (including Martinique, St. Barthelemy & St. Martin)
	French Guiana
	French Polynesia
	Gabon
	Gambia
	Georgia
	Germany
	Ghana
	Gibraltar
	Greece

State of Connecticut, Department of Information Technology
 Request for Proposals
 Inmate Telephone Service

Alternate Discounted Pre-Paid Collect International Per Minute Call Rate	Country
	Greenland
	Grenada (including Carriacou)
	Guadeloupe
	Guantanamo Bay
	Guatemala
	Guinea
	Guinea Bissau
	Guyana
	Haiti
	Honduras
	Hong Kong
	Hungary
	Iceland
	India
	Indonesia
	Iran
	Iraq
	Ireland
	Israel
	Italy
	Ivory Coast
	Jamaica
	Japan
	Jordan
	Kazakhstan
	Kenya
	Kiribati
	Korea, Democratic People's Republic of
	Korea, Republic of
	Kuwait
	Kyrgyzstan
	Laos
	Latvia
	Lebanon
	Lesotho
	Liberia
	Libya
	Liechtenstein
	Lithuania
	Luxembourg
	Macao
	Macedonia
	Madagascar
	Malawi
	Malaysia
	Maldives
	Mali

State of Connecticut, Department of Information Technology
 Request for Proposals
 Inmate Telephone Service

Alternate Discounted Pre-Paid Collect International Per Minute Call Rate	Country
	Malta
	Marshall Islands
	Mauritania
	Mauritius
	Mayotte Island
	Mexico
	Micronesia
	Moldova
	Monaco
	Mongolia
	Montserrat
	Morocco
	Mozambique
	Mynamar
	Namibia
	Nauru
	Nepal
	Netherlands
	Netherlands Antilles
	Nevis
	New Caledonia
	New Zealand
	Nicaragua
	Niger
	Nigeria
	Niue Island
	Norfolk Island
	Norway
	Oman
	Pakistan
	Palau
	Panama
	Papua New Guinea
	Paraguay
	Peru
	Philippines
	Poland
	Portugal (including Azores & Madeira Islands)
	Qatar
	Reunion Island
	Romania
	Russia
	Rwanda
	San Marino
	Sao Tome
	Saudi Arabia
	Senegal

State of Connecticut, Department of Information Technology
 Request for Proposals
 Inmate Telephone Service

Alternate Discounted Pre-Paid Collect International Per Minute Call Rate	Country
	Seychelles Islands
	Sierra Leone
	Singapore
	Slovakia
	Slovenia
	Solomon Islands
	Somalia
	South Africa
	Spain (including Balearic Islands, Canary Islands, Ceuta, & Melilla)
	Sri Lanka
	St Helena
	St Kitts
	St Lucia
	St Pierre/Miquelon
	St Vincent/Grenadines
	Sudan
	Suriname
	Swaziland
	Sweden
	Switzerland
	Syria
	Taiwan
	Tajikistan
	Tanzania
	Thailand
	Togo
	Tonga
	Trinidad/Tobago
	Tunisia
	Turkey
	Turkmenistan
	Turks and Caicos Islands
	Tuvalu
	Uganda
	Ukraine
	United Arab Emirates
	United Kingdom (Use this rate when completing the "Per Minute Call Rate" spreadsheet.)
	Uruguay
	Uzbekistan
	Vanuatu
	Vatican City
	Venezuela
	Vietnam
	Wallis & Futuna
	Western Samoa
	Yemen, Republic of

State of Connecticut, Department of Information Technology
Request for Proposals
Inmate Telephone Service

Alternate Discounted Pre-Paid Collect International Per Minute Call Rate	Country
	Yugoslavia
	Zaire
	Zambia
	Zimbabwe



ATTACHMENT 4 - VENDOR PROPOSAL VALIDATION AND AUTHENTICATION STATEMENT

Vendor Organization: _____

FEIN # _____ (the "Company").

The person responsible for the validation of the Company's proposal must fully complete and sign this statement where indicated and attach it to your company's response to the RFP. By doing so, the signer attests that the given proposal represents:

1. Full and unconditional acceptance of all stipulated administrative requirements of this RFP, # 10ITZ0119,
2. Complete and valid information as of the proposal due date,
3. Product and term offerings that are valid until such date as the State of Connecticut is specifically notified otherwise, but not less than one (1) year from the proposal due date; and prices that are valid for at least twelve (12) months from the proposal due date,
4. The Company shall comply with all State requirements regarding proposal contents and formats, and
5. The Company has read and understands the principles, standards and best practices of the State of Connecticut Enterprise Architecture. As noted in Attachment 2, vendors should summarize any non-CTEA compliant proposals or approaches, a copy of which is to be attached to the vendor's response to this attachment.

Validating Official: _____

Signature (Original)

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 (Original)

Printed Name and Title

Any modifications to this form will subject the Company's proposal to the risk of being deemed a "contingent" proposal, thus subject to rejection by the State.

ATTACHMENT 5 - INFORMATION PROCESSING SYSTEMS AGREEMENT

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

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

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

SECTION	TITLE	PAGE
1	TERM OF AGREEMENT	41
2	DEFINITIONS	41
3	ACQUIRING DELIVERABLES.....	43
4	PROJECT ADMINISTRATOR.....	44
5	CHANGE ORDERS	45
6	DELIVERY, INSTALLATION & DEINSTALLATION	45
7	DELIVERABLE EVALUATION & ACCEPTANCE.....	46
8	PAYMENTS & CREDITS	46
9	SOFTWARE MAINTENANCE & SUPPORT	47
10	SYSTEM RELIABILITY	49
11	HARDWARE MAINTENANCE & SUPPORT	49
12	SYSTEM WARRANTIES.....	50
13	OTHER WARRANTIES	51
14	PATENT, COPYRIGHT, LICENSE & PROPRIETARY RIGHTS.....	52
15	CONFIDENTIALITY; NONDISCLOSURE.....	52
16	ENCRYPTION OF CONFIDENTIAL DATA.....	53
17	DELIVERABLE REPLACEMENTS & UPGRADES.....	54
18	RISK OF LOSS & INSURANCE	54
19	DELIVERABLE ALTERATIONS	55
20	FORCE MAJEURE	55
21	SOURCE CODE ESCROW	55
22	REMEDIES AND LIQUIDATED DAMAGES	56
23	GENERAL PROVISIONS	58
24	COMMUNICATIONS	59
25	AUDIT REQUIREMENT FOR STATE GRANTS	60
26	WHISTLEBLOWER PROVISION	60
27	PUBLIC RECORDS PROVISION	60
28	FORUM AND CHOICE OF LAW	61
29	TERMINATION OF AGREEMENT.....	61
30	STATE COMPROLLER'S SPECIFICATIONS.....	62
31	CIO SUBCONTRACT APPROVAL.....	62
32	GENERAL ASSEMBLY ACCESS TO DOIT RECORDS.....	62
33	CONTINUITY OF SYSTEMS	63

34	RIGHTS TO PUBLIC RECORDS	64
35	PUBLIC RECORDS AND FOIA	64
36	DISCLOSURE OF PUBLIC RECORDS	65
37	PROFITING FROM PUBLIC RECORDS	65
38	CONTRACTOR’S OBLIGATION TO NOTIFY DOIT CONCERNING PUBLIC RECORDS	65
39	TANGIBLE PERSONAL PROPERTY	65
40	INDEMNIFICATION AND HOLD HARMLESS.....	66
41	NON-WAIVER OF IMMUNITY.....	67
42	SUMMARY OF STATE ETHICS LAWS	67
43	CAMPAIGN CONTRIBUTION RESTRICTION	67
44	EXECUTIVE ORDERS	67
45	NONDISCRIMINATION PROVISIONS.....	68
46	OWNERSHIP OF DATA.....	70
47	HEALTH INSURANCE PORTABILITY AND ACCOUNTABILITY ACT (HIPAA)	70
48	TERMS AND CONDITIONS.....	74
49	WORKERS’ COMPENSATION.....	74
50	ENTIRETY OF AGREEMENT	74

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 Information Technology**, hereinafter referred to as the "State," located at **101 East River Drive East Hartford, CT 06108**, and _____ hereinafter referred to as the "Contractor," having its principal place of business at _____

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

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

1 TERM OF AGREEMENT

This Agreement shall become effective upon its approval as to form by the Office of the Attorney General of the State of Connecticut and shall continue for five (5) years from date of approval. The State may extend this Agreement in its sole discretion, prior to Termination in accordance with the provisions of Section 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 DOC Project Manager.
- b) "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
- c) "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.
- d) "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.
- e) "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.
- f) "Department" as used herein, shall mean the Department of Correction.
- g) "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.

- h) "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.
- i) "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.
- j) "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.
- k) "POP" (Primary Operation Period) as used herein, shall mean the days and hours of normal system operations and availability, which is to be 24 hours per day, 7 days a week.
- l) "PPM" (Prime Period Maintenance) as used herein, shall mean maintenance services and/or technical support performed between _____ AM and _____ PM Monday through Friday, exclusive of published State holidays. Maintenance services and/or technical support performed during any other time is hereinafter referred to as "Non-PPM" (Non-Prime Period Maintenance).
- m) "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.
- n) "Project Implementation 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.
- o) "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.
- p) "Purchase Order" as used herein, shall mean a document issued by the State for one or more products or Deliverables in accordance with the terms and conditions of this Agreement.
- q) "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.
- r) "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.
- s) "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.
- t) "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.
- u) "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.

3 ACQUIRING DELIVERABLES

- a) Subject to the terms and conditions of this Agreement, Contractor shall sell, transfer, convey and/or license to the Department any duly ordered Deliverable. Such Deliverables shall be available in the Product Schedule and listed in Purchase Orders issued by a Department. Purchase Orders may contain, as appropriate, the following related information:
- 1) Delivery site and Department contact person
 - 2) Identity of this Agreement by reference number
 - 3) Contractor contact person and contact information
 - 4) For Software Deliverables:
 - a. installation PU and operating system
 - b. product number, description and quantity
 - c. applicable rate, license term, and quantity extensions
 - d. applicable installation and other one-time charge rate(s)
 - e. applicable maintenance and support provisions and rate(s)
 - f. applicable product maintenance and support zone & surcharge rate(s)
 - 5) For Services:
 - a. description of service
 - b. quantity of hours or days to be purchased, by service level classification
 - c. applicable Project Implementation and quality assurance plans
 - d. training
 - 6) Total Revenue
- 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 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 Implementation 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 Implementation 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 will there be 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 installation and operation of all Deliverables. Additional Contractor assistance, if requested by the State and issued in a Purchase Order, shall be furnished at the State expense at Contractor's published rates.
- c) Contractor represents and warrants that it shall complete installation of the System in accordance with the Project Implementation Summary.
- d) Department ordered System de-installation, relocation and reinstallation of any System previously installed at a Department site or the Department's designated site shall be at

Department's expense according to Contractor's prices then in effect for such services.

7 DELIVERABLE EVALUATION & ACCEPTANCE

- a) Except as may be stipulated within Section 4. PROJECT ADMINISTRATOR, any Deliverable furnished by Contractor under the terms of this Agreement shall be subject to an evaluation and acceptance period at the Department installation site. For a Deliverable installed by Contractor, said period shall commence on the Department 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. The evaluation and acceptance testing is defined as:

For a Deliverable installed by Department, said period shall commence on the next work day following receipt of the Deliverable by Department.

- b) 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.
- c) Successful completion of the Deliverable evaluation and acceptance period shall be determined by Department in accordance with the Project Implementation Schedule. The Department agrees to complete any required Contractor acceptance certificate.
- d) If the Department does not accept any Deliverable within sixty (60) days of installation, due to the Deliverable being unsatisfactory as specified in Subsection 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 Implementation 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 Implementation 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 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 twenty percent (20%) holdback from the monies that are due for each Deliverable accepted by the Department.
 - 3) Upon successful completion of the System evaluation and acceptance period, determined by the Department, Department shall pay Contractor one-half of the holdback monies.
 - 4) Upon successful completion of the Warranty Period the remaining one-half of the holdback monies will be paid to the Contractor.

9 SOFTWARE MAINTENANCE & SUPPORT

- a) After acceptance of any software Deliverable by the Department and subject to the terms, conditions, and charges set forth in this Agreement, Contractor represents and warrants that maintenance and support services for any software Deliverable shall be provided to the Department as follows:
 - 1) Contractor shall provide such reasonable and competent assistance as necessary to cause the Deliverable to perform in accordance with applicable portions of the Specifications
 - 2) Contractor shall provide Improvements which may be available to Contractor to any Deliverable

- 3) Contractor shall update any Deliverable, if and as required, to cause it to operate under new versions or releases of the operating system(s) specified in the Attachment
- b) Maintenance and support services shall be provided by the Contractor on an annual basis and shall automatically renew for successive twelve (12) month periods unless thirty (30) days' prior written notice of termination is provided to the Contractor by the Department before the end of the initial term or any renewal term of maintenance and support services. Telephone support services are to include no customization or training, but technical support issues only.
- c) Contractor shall maintain sufficient and competent Deliverable support services staff to satisfy the Contractor obligations specified herein for any Deliverable.
- d) Contractor shall have full and free access to any Deliverable to provide required services thereon.
- e) If any Licensed Software Deliverable becomes not usable due to the computer manufacturer's release and the installation of (1) a new PU operating system or (2) an updated version of the present PU operating system or (3) a change to the present PU operating system and the Contractor is unable to provide changes to the Deliverable to cause it to operate according to Specifications within thirty (30) days of written notification by the Department to Contractor of such failure to operate, any such Deliverable so affected shall have its paid maintenance and support period, periodic-payment license period or limited term license period extended an additional period of time equal to the period of time the Deliverable was not usable. If, after the expiration of thirty (30) days from the date of said notification, the Deliverable remains not usable, then the applicable license may be terminated at the option of said Department without further obligation or liability
- f) Contractor shall respond to the Department's telephone requests for technical support relative to any installed software Deliverable within four (4) hours of such requests. Failure to provide reasonable and competent telephone assistance, in the State's sole determination, within the four (4) hour period shall entitle Department to either credit or reimbursement against current charges payable to the Contractor, for a non-perpetual license in the amount of ten percent (10%) of the Contractor's current license fee for each succeeding four (4) hour period that said reasonable and competent assistance is not provided by Contractor. The State of Connecticut will allow the Contractor to use online meeting tools which allow for online troubleshooting, desktop sharing, and remote control, as well as other remote tools in order to satisfy the four (4) hour response requirement. Contractor will by no means disable the use of any client software by use of remote control software, regardless of contract outcome. Any change to client software or configuration is to be approved by the client representative at the time of support session. The Contractor will plan for appropriate travel time when scheduling onsite meetings with the client. Should inclement weather be forecast, the Contractor would advise the client as soon as the Contractor becomes aware that travel may be affected. Contractor employees will not be expected to travel in unsafe conditions, but will make other arrangements for support as soon as possible. For a perpetual license, the amount shall be 1/6 times the related annual maintenance and support charge, or two (2) times the related monthly maintenance and support charge, as the case may be, whether payable or not by a Department, for each succeeding four (4) hour period that said reasonable and competent assistance is not provided by Contractor.

10 SYSTEM RELIABILITY

(If there are Service Level (SLA) related terms and conditions associated with you project, they can be inserted here. Also inserted here can be an SLA table)

- a) The reliability, at any point in time, of the System shall be determined by the System's operational capability for productive Department use as configured and installed within the agreed operating environment. Continued acceptability of such System performance reliability shall be based on the Department's experienced rate of recoverable and non-recoverable System operating errors or failures that preclude productive Department use of the System according to the agreed requirements and Contractor operating specifications.
- b) The required reliability (Computed % Reliability) for the System during any calendar month is ninety-eight point three percent (98.3%) uptime availability for aforesaid productive Department use, computed as follows:

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

Computed % Reliability = ----- (Available-Time-per-Month)

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

EXAMPLE:

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

Downtime-per-Month was 3.60 hours.

(720 – 3.60)

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

- c) A given instance of System downtime shall start after receipt by the Contractor of a bona fide Department service request to remedy any operational System deviation, error, or failure condition(s), and end with documented proof by Contractor to the Department that such System status has been fully restored to the applicable agreed operational specifications and made ready for productive Department use. However, the calculated time period of such an instance of System downtime shall exclude the following periods:
- 1) Any nonproductive System use time caused by the Department or the Department's authorized third party
 - 2) Any time during which the Department fails to make the System available for Contractor's remedial service.

11 HARDWARE MAINTENANCE & SUPPORT

- a) Department shall be responsible for site work external to, but required for, hardware Deliverable installation and for Contractor maintenance time and material costs of hardware Deliverable repairs necessitated by Department misuse or negligence.
- b) Contractor shall not be responsible for the consequences of any hardware Deliverable repairs, adjustments, or modifications performed by any person not representing Contractor, however, this provision does not preclude Contractor granting approval for such

performance by persons not representing the Contractor.

- c) Contractor shall maintain sufficient installed hardware Deliverable support services staff, replacement hardware Deliverable and ancillary equipment to satisfy the preventive and remedial maintenance requirements and Section 10. SYSTEM RELIABILITY.
- d) 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.
- e) Preventive maintenance shall be provided at a time mutually agreeable to Department and Contractor, and may be charged to Department at Non-PPM service rates unless scheduled during a PPM period. Preventive maintenance shall conform to the hardware Deliverable manufacturer's recommended schedules and procedures, and may be performed concurrently with remedial maintenance.
- f) Contractor shall arrive at the System site within four (4) hours upon receipt of Department request for PPM. Unless other arrangements are agreed to by Department, should the Contractor representative arrive at the System site one (1) hour or more before the end of a PPM period, remedial Maintenance shall be then completed, or continued for a grace period of up to one (1) hour beyond the PPM period without charging the State for Non-PPM service. At the expiration of the grace period, the State shall have the option to either complete such Maintenance at current Non-PPM rates or schedule Maintenance resumption at the beginning of the next daily PPM period.
- g) At Department's option, any Contractor PPM service may be extended to cover any Non-PPM period by the State's ordering and paying for such additional Maintenance coverage period(s) according to the Product Schedule's provisions for: (1) On-Call (unscheduled) hourly rate Non-PPM, and/or, (2) scheduled Non-PPM surcharge(s). The omission on the Product Schedule of Maintenance Charges for said extended periods of maintenance indicates that such additional maintenance coverage is not offered by the Contractor.

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.

13 OTHER WARRANTIES

- a) Contractor hereby warrants its ownership and/or marketing rights to the software license Deliverables. Unless stated otherwise in an Attachment, Contractor hereby warrants that a software Deliverable installed by Contractor, or installed by the Department in accordance with Contractor's instructions, shall function according to the Specifications on the Acceptance Date for such Deliverable, and that Contractor shall modify and/or replace such Deliverable as necessary to maintain ongoing reliability according to Section 9. SOFTWARE MAINTENANCE & SUPPORT. This latter warranty shall not apply to any software Deliverable deficiency caused by maintenance by a person other than the Contractor or its representative.
- b) If the ongoing performance of the software Deliverable does not conform to Section 9. SOFTWARE MAINTENANCE & SUPPORT provisions of this Agreement, the Department shall give Contractor written notice of performance deficiencies. Contractor shall then have not more than a ten (10) calendar day cumulative cure period per twelve (12) month period to correct such deficiencies. If the cumulative number of days in a twelve (12) month period is exceeded, and said performance continues to be in nonconformance with said Section 9., the Contractor shall be in material default of this Agreement and the State at its option may thereupon:
 - 1) In addition to the options listed below, if during the Warranty Period, terminate this Agreement in accordance with Subsection 12.c.
 - 2) Request Contractor to replace said Deliverable at Contractor's expense with a functional Deliverable or competent service.
 - 3) Terminate the Deliverable license or service without Department penalty, further obligation or financial liability. In the event of such termination, the Department shall be entitled to a refund of monies paid to the Contractor according to the following schedule:
 - a. Termination of a lump-sum payment perpetual license:

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

1st - 12th month:	100% of license fee paid to be refunded
13th - 24th month:	75% of license fee paid to be refunded
25th - 36th month:	50% of license fee paid to be refunded
37th month and over:	25% of license fee paid to be refunded
 - b. Termination of associated services or a periodic payment license or a lump-sum payment non-perpetual license:

All fees paid by the Department to the Contractor applicable to the period following default shall be refunded to the Department.
 - c. The Contractor neither excludes nor modifies the implied warranties of merchantability and fitness for a particular purpose concerning the Deliverables offered under the terms and conditions of this Agreement.

14 PATENT, COPYRIGHT, LICENSE & PROPRIETARY RIGHTS

- a) Contractor hereby grants the Department, at no additional cost, rights to copy and use any patented, copyrighted, licensed or proprietary software Deliverable solely in the pursuit of its own business interests. The Department shall promptly affix to any such copy a reproduction of the patent, copyright, license or proprietary rights information notice affixed to the original Deliverable. The Department shall maintain the confidentiality of any such Licensed Software Deliverable consistent with its privileged nature, and shall not divulge the Deliverable or make it available to any third party, except as may be noted elsewhere in this Agreement. This obligation survives termination of this Agreement.
- b) 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.

15 CONFIDENTIALITY; NONDISCLOSURE

- a) All material and information provided to the Contractor by the State or acquired by the Contractor in performance of the Contract whether verbal, written, recorded magnetic media, cards or otherwise shall be regarded as confidential information and all necessary steps

shall be taken by the Contractor to safeguard the confidentiality of such material or information in conformance with federal and state statutes and regulations. The Contractor agrees that it is prohibited from releasing any and all information provided by the Department or 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.

16 ENCRYPTION OF CONFIDENTIAL DATA

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

17 DELIVERABLE REPLACEMENTS & UPGRADES

- a) The State may order replacement of any Deliverable license with any other Deliverable license then available to the State. Contractor shall provide the State with a discount or credit according to Contractor's policy then in effect or according to the credit shown below, whichever is greater:
- 1) Replacement Deliverable that was provided by the Contractor under a lump sum payment perpetual license
Period license of replaced Deliverable has been in effect starting with Acceptance Date:
1st - 12th month: 75% of license fee paid shall be credited toward fee for Replacement Deliverable
13th - 24th month: 50% of license fee paid shall be credited toward fee for Replacement Deliverable
25th - 36th month: 25% of license fee paid shall be credited toward fee for Replacement Deliverable
37th month and over: No credit toward fee for Replacement Deliverable
 - 2) Replaced Deliverable that was provided by the Contractor under a periodic payment license:
License fee payments for a replaced Deliverable shall terminate on the Acceptance Date of the replacement Deliverable.
 - 3) Replaced Deliverable that was provided by the Contractor under a lump-sum payment non-perpetual license:
There shall be a prorated adjustment of the license fee payment for a replaced Deliverable as of the Acceptance Date of the replacement Deliverable.
- b) The license fee for any replacement Deliverable applies commencing on the Acceptance Date of such Deliverable.
- c) Contractor shall keep current any installed Deliverable that it has supplied throughout its license term by delivering, at no cost or expense to a Department, the most current release of said Deliverable to the Department, provided that said Department has paid or will pay the most recent applicable annual maintenance charges.

18 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.

19 DELIVERABLE ALTERATIONS

- a) Alterations of any hardware Deliverable may be made only with the prior written consent of Contractor and/or manufacturer. Such consent shall not be unreasonably withheld or delayed and shall be provided without cost to customer or Department.
- b) All inventions or improvements to the computer programs and/or base software developed by the Contractor pursuant to this Agreement shall become the property of the State. The State shall retain all ownership rights to any such inventions or improvements. The Contractor shall receive a non-exclusive, royalty-free license for any software, software enhancement, documentation or invention developed under this Agreement. The Contractor may sublicense any software, software enhancement, invention or improvements developed by the Contractor pursuant to this Agreement to third parties on the same royalty-free basis as provided by the State to the Contractor hereunder.
- c) If any Deliverable Alteration interferes with the normal and satisfactory operation or maintenance and support of any Deliverable or increases substantially the costs of maintenance and support thereof or creates a safety hazard, the Department shall, upon receipt of written notice from Contractor, promptly restore the Deliverable to its pre-altered condition.
- d) Any Alteration of a Licensed Software Deliverable by the Department without prior written consent of Contractor shall void the obligations of Contractor under Section 9. SOFTWARE MAINTENANCE & SUPPORT for the Deliverable. Contractor shall indicate in any prior written consent, which parts of the Deliverable being altered will continue to be subject to Section 9. SOFTWARE MAINTENANCE & SUPPORT and which will not. The State understands and agrees that Contractor may develop and market a new or substantially different product that either uses or performs all or part of the functions performed by an installed Deliverable or System. Nothing contained in this Agreement gives the State any rights, with respect to such new or different product, not granted to other product users.

20 FORCE MAJEURE

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

21 SOURCE CODE ESCROW

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

- 1) If Contractor becomes insolvent or commits any act of bankruptcy or makes a general assignment for the benefit of creditors;
OR
 - 2) If Contractor or its successors or assignees discontinues support of the Deliverables for any reason.
- b) Contractor shall arrange so that the Department shall have the right at any time to contact the so identified third party and shall also arrange so the Department's audit personnel shall have full and free access to examine any such source code, documentation and written instructions for the purposes of ascertaining the existence of the source code and related documentation and instructions and for the verification of the continued validity of the instructions from the Contractor to the third party to release the source code, documentation and instructions to the Department under the circumstances specified in this section.
- c) In no event shall a Department use the source code, documentation and written instructions for purposes other than satisfying Department needs. Title to any source code released to the State in compliance with this Section 20. shall remain with Contractor and the State shall continue to treat the released materials as valuable and proprietary trade secret information of Contractor in accordance with the terms of this Agreement, which terms shall expressly survive the termination or expiration of this Agreement. The State agrees that any released source code shall be used solely for the business purposes of Department and shall not be disclosed to any third party pursuant to this Agreement.

22 REMEDIES AND LIQUIDATED DAMAGES

22.1 UNDERSTANDING AND EXPECTATIONS

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

22.2 ADMINISTRATIVE REMEDIES

- a) Contractor responsibility for improvement: The Department expects the Contractor's performance to continuously meet or exceed performance criteria over the term of this Agreement. Accordingly, Contractor shall be responsible for ensuring that performance for a particular activity or result that fails to meet the requirements of the Project Implementation Summary or this Agreement must improve within thirty (30) days of written notice from the Department regarding the deficiency.
- b) Notification and interim response: If the Department identifies areas of Contractor performance that fail to meet performance expectations, standards, or schedules, but which, in the determination of the Department, do not result in a material delay in the implementation or operation of the System, the Department will notify Contractor of such deficiency or exception. Contractor shall within three (3) business days of receipt of written notice of such a non-material deficiency, provide the Department Project Manager a written response that

- 1) Explains the reasons for the deficiency, the Contractor's plan to address or cure the deficiency, and the date and time by which the deficiency will be cured, or
 - 2) If Contractor disagrees with the Department's findings, its reasons for disagreeing with the Department's findings. Contractor's proposed cure of a non-material deficiency is subject to the approval of the Department. Contractor's repeated commission of non-material deficiencies or repeated failure to resolve any such deficiencies may be regarded by the Department as a material deficiency and entitle the Department to pursue any other remedy provided in this Agreement or any other appropriate remedy the Department may have at law or equity.
- c) Corrective Action Plan: the Department may require the Contractor to submit to the Department a detailed written plan (the "Corrective Action Plan") to correct or resolve the deficiency. The Corrective Action Plan must provide a detailed explanation of the reasons for the cited deficiency, the Contractor's assessment or diagnosis of the cause, and a specific proposal to cure or resolve the deficiency. The Corrective Action Plan must be submitted within ten (10) business days following the request for the plan by the Department and is subject to approval by the Department, which approval shall not unreasonably be withheld. Notwithstanding the submission and acceptance of a Corrective Action Plan, Contractor remains responsible for achieving all oral and written performance criteria.

The acceptance of a Corrective Action Plan under this Section shall not excuse prior substandard performance, relieve Contractor of its duty to comply with performance standards, or prohibit the Department from assessing additional remedies or pursuing other approaches to correct substandard performance.

- d) Additional remedies: the Department at its own discretion may impose one or more of the following remedies for each item of noncompliance or sub-standard performance and will determine the scope and schedule of the remedy on a case-by-case basis. Both Parties agree that a state or federal statute, rule, regulation or guideline will prevail over the provisions of this Section unless the statute, rule, regulation, or guidelines can be read together with this Section to give effect to both.
- 1) Corrective Action Plans
 - 2) Additional, more detailed, financial, programmatic and/or ad hoc reporting by the Contractor, at no cost to the Department, to address performance issues
 - 3) Pass-through of a proportional share of federal disallowances and sanctions/penalties imposed on the State and resulting from the Contractor's performance or non-performance under this Agreement
 - 4) Assess liquidated damages pursuant to 22.3., below, and deduct such damages against Contractor payments as set-off

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

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

22.3 LIQUIDATED DAMAGES

(Note: this provision does not have to be included in the contract, but if it is the language must read as it does below)

The Parties acknowledge and agree that the damages that are to be expected as a result of a breach of contract by the Contractor are uncertain in amount or very difficult to prove. Accordingly, the Parties do intend and now agree to liquidate damages in advance and stipulate that the amount set forth in this Section is reasonable and an appropriate remedy as liquidated damages and not as a penalty. If the Contractor breaches this Contract, then Contractor shall pay State liquidated damages in an amount equal to [for example, three times the commercial price of _____.]

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

23 GENERAL PROVISIONS

- a) Section headings and document titles used in this Agreement are included for convenience only and shall not be used in any substantive interpretation of this Agreement.
- b) If any term or condition of this Agreement is decided by a proper authority to be invalid, the remaining provisions of the Agreement shall be unimpaired and the invalid provision shall be replaced by a provision which, being valid, comes closest to the intention underlying the invalid provision.
- c) The terms of all Deliverable(s), maintenance service rates/pricing, and associated offerings in this Agreement are equivalent to or better than those for comparable Contractor offerings to any other state or local government customer under like terms and conditions.

If during the life of this Agreement Contractor provides more favorable terms for said offerings to another such customer, this Agreement shall thereupon be deemed amended to provide same to the State.

- d) The failure at any time by either party to this Agreement to require performance by the other party of any provision hereof shall not affect in any way the full right to require such performance at any time thereafter. The waiver by either party of a breach of any such provision shall not constitute a waiver of the provision itself, unless such a waiver is expressed in writing and signed by a duly authorized representative of the waiving party.
- e) In any case where the consent or approval of either party is required to be obtained under this Agreement, such consent or approval shall not be unreasonably withheld or delayed. No such consent or approval shall be valid unless in writing and signed by a duly authorized representative of that party. Such consent or approval shall apply only to the given instance, and shall not be deemed to be a consent to, or approval of, any subsequent like act or inaction by either party.
- f) The Department agrees not to remove or destroy any proprietary markings or proprietary legends placed upon or contained within any Deliverable.
- g) Except as may be otherwise provided for in this Agreement, the Department shall not assign, mortgage, alter, relocate or give up possession of any lease Deliverable or Licensed Software Deliverable without the prior written consent of Contractor.
- h) If the Department desires to obtain a version of the Licensed Software Deliverable that operates under an operating system not specified in the 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 version to Contractor and continue to pay the applicable license fee and maintenance and support charge for the old version;

OR

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

OR

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

24 COMMUNICATIONS

Unless notified otherwise by the other party in writing, correspondence, notices, and coordination between the parties to this Agreement as to general business matters or the terms and conditions herein should be directed to:

State: Connecticut Department of Information Technology
Contracts & Purchasing Division
101 East River Drive

East Hartford, CT 06108

Contractor: As stated in page one of this Agreement.

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

Department: The individual specified in the applicable Purchase Order

Contractor: The individual designated by Contractor in their Proposal or as the Contractor may otherwise designate in writing to the Department.

25 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.

26 WHISTLEBLOWER PROVISION

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

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

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

27 PUBLIC RECORDS PROVISION

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

28 FORUM AND CHOICE OF LAW

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

29 TERMINATION OF AGREEMENT

Termination, Cancellation and Expiration.

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

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

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

- d) Upon receipt of a written notice of Termination or Cancellation from the Agency, the Contractor shall cease operations as directed by the Agency in the notice, and take all actions that are necessary or appropriate, or that the Agency may reasonably direct, for the protection and preservation of the Goods and any other property. Except for any work which the Agency directs the Contractor to Perform in the notice prior to the effective date of Termination or Cancellation, and except as otherwise provided in the notice, the Contractor shall terminate or conclude all existing subcontracts and purchase orders and shall not enter into any further subcontracts, purchase orders or commitments.

- e) In the case of any Termination or Cancellation, the Agency shall, within forty-five (45) days of the effective date of Termination or Cancellation, reimburse the Contractor for its Performance rendered and accepted by the Agency in accordance with Exhibit 1, in addition to all actual and reasonable costs incurred after Termination or Cancellation in completing those portions of the Performance which the Contractor was required to complete by the notice. However, the Contractor is not entitled to receive and the Agency is not obligated to tender to the Contractor any payments for anticipated or lost profits. Upon request by the Agency, the Contractor shall assign to the Agency, or any replacement contractor which the Agency designates, all subcontracts, purchase orders and other commitments, deliver to the Agency all Records and other information pertaining to its Performance, and remove from State premises, whether leased or owned, all such equipment, waste material and rubbish related to its Performance as the Agency may request.
- f) For breach or violation of any of the provisions in the section concerning Representations and Warranties, the Agency may Cancel the Contract in accordance with its terms and revoke any consents to assignments given as if the assignments had never been requested or consented to, without liability to the Contractor or Contractor Parties or any third party.
- g) Upon Termination, Cancellation or Expiration of the Contract, all rights and obligations shall be null and void, so that no party shall have any further rights or obligations to any other party, except with respect to the sections which survive Termination, Cancellation or Expiration of the Contract. All representations, warranties, agreements and rights of the parties under the Contract shall survive such Termination, Cancellation or Expiration to the extent not otherwise limited in the Contract and without each one of them having to be specifically mentioned in the Contract.
- h) Termination or Cancellation of the Contract pursuant to this section shall not be deemed to be a breach of contract by the Agency.

30 STATE COMPTROLLER'S SPECIFICATIONS

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

31 CIO SUBCONTRACT APPROVAL

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

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

32 GENERAL ASSEMBLY ACCESS TO DOIT RECORDS

In accordance with Conn. Gen. Stat. § 4d-40, the Joint Committee on Legislative Management and each nonpartisan office of the General Assembly shall continue to have access to DOIT

records that is not less than the access that said committee and such offices have on July 1, 1997.

33 CONTINUITY OF SYSTEMS

This Section is intended to comply with Conn. Gen. Stat. §4d-44. The Contractor acknowledges that the Systems and associated services are important to the function of State government and that they must continue without interruption. Pursuant to Conn. Gen. Stat. §4d-44, if the work under the 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. East 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 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. East 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. East 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.

34 RIGHTS TO PUBLIC RECORDS

In accordance with Conn. Gen. Stat. § 4d-34, (a) neither the Contractor nor Contractor Parties shall have any Title in or to (1) any public records which the Contractor or Contractor Parties possess, modify or create pursuant to a contract, subcontract or amendment to a contract or subcontract, or (2) any modifications by such contractor, subcontractor, employee or agent to such public records; (b) neither the Contractor nor Contractor Parties shall impair the integrity of any public records which they possess or create; and (c) public records which the Contractor or Contractor Parties possess, modify or create pursuant to this Agreement or other contract, subcontract or amendment to a contract or subcontract shall at all times and for all purposes remain the property of the State. For purposes of this section, "public records" shall have the meaning set forth in Conn. Gen. Stat. § 1-200, as it may be modified from time to time.

35 PUBLIC RECORDS AND FOIA

In accordance with Conn. Gen. Stat. § 4d-35, any public record which a state agency provides to the Contractor or Contractor Parties shall remain a public record for the purposes of

subsection (a) of section 1-210 and as to such public records, the State, the Contractor and Contractor Parties shall have a joint and several obligation to comply with the obligations of the state agency under the Freedom of Information Act, as defined in section 1-200, provided that the determination of whether or not to disclose a particular record or type of record shall be made by such state agency.

36 DISCLOSURE OF PUBLIC RECORDS

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

37 PROFITING FROM PUBLIC RECORDS

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

38 CONTRACTOR'S OBLIGATION TO NOTIFY DOIT CONCERNING PUBLIC RECORDS

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

39 TANGIBLE PERSONAL PROPERTY

- a) The Contractor on its behalf and on behalf of its Affiliates, as defined below, shall comply with the provisions of Conn. Gen. Stat. §12-411b, as follows:
- 1) For the term of the Contract, the Contractor and its Affiliates shall collect and remit to the State of Connecticut, Department of Revenue Services, any Connecticut use tax due under the provisions of Chapter 219 of the Connecticut General Statutes for items of tangible personal property sold by the Contractor or by any of its Affiliates in the same manner as if the Contractor and such Affiliates were engaged in the business of selling tangible personal property for use in Connecticut and had sufficient nexus under the provisions of Chapter 219 to be required to collect Connecticut use tax;
 - 2) A customer's payment of a use tax to the Contractor or its Affiliates relieves the customer of liability for the use tax;
 - 3) The Contractor and its Affiliates shall remit all use taxes they collect from customers on or before the due date specified in the Contract, which may not be later

than the last day of the month next succeeding the end of a calendar quarter or other tax collection period during which the tax was collected;

- 4) The Contractor and its Affiliates are not liable for use tax billed by them but not paid to them by a customer; and
 - 5) Any Contractor or Affiliate who fails to remit use taxes collected on behalf of its customers by the due date specified in the Contract shall be subject to the interest and penalties provided for persons required to collect sales tax under chapter 219 of the general statutes.
- b) For purposes of this section of the Contract, the word "Affiliate" means any person, as defined in section 12-1 of the general statutes, that controls, is controlled by, or is under common control with another person. A person controls another person if the person owns, directly or indirectly, more than ten per cent of the voting securities of the other person. The word "voting security" means a security that confers upon the holder the right to vote for the election of members of the board of directors or similar governing body of the business, or that is convertible into, or entitles the holder to receive, upon its exercise, a security that confers such a right to vote. "Voting security" includes a general partnership interest.
- c) The Contractor represents and warrants that each of its Affiliates has vested in the Contractor plenary authority to so bind the Affiliates in any agreement with the State of Connecticut. The Contractor on its own behalf and on behalf of its Affiliates shall also provide, no later than 30 days after receiving a request by the State's contracting authority, such information as the State may require to ensure, in the State's sole determination, compliance with the provisions of the Act.

40 INDEMNIFICATION AND HOLD HARMLESS

- a) The Contractor shall indemnify, defend and hold harmless the State and its officers, representatives, agents, servants, employees, successors and assigns from and against any and all (1) Claims arising, directly or indirectly, in connection with the Contract, including the acts of commission or omission (collectively, the "Acts") of the Contractor or Contractor Parties; and (2) liabilities, damages, losses, costs and expenses, including but not limited to, attorneys' and other professionals' fees, arising, directly or indirectly, in connection with Claims, Acts or the Contract. The Contractor shall use counsel reasonably acceptable to the State in carrying out its obligations under this section. The Contractor's obligations under this section to indemnify, defend and hold harmless against Claims includes Claims concerning confidentiality of any part of or all of the Bid or any Records, any intellectual property rights, other proprietary rights of any person or entity, copyrighted or uncopyrighted compositions, secret processes, patented or unpatented inventions, articles or appliances furnished or used in the Performance of the Contract.
- b) The Contractor shall reimburse the State for any and all damages to the real or personal property of the State caused by the Acts of the Contractor or any Contractor Parties. The State shall give the Contractor reasonable notice of any such Claims.
- c) The Contractor's duties under this section shall remain fully in effect and binding in accordance with the terms and conditions of the Contract, without being lessened or compromised in any way, even where the Contractor is alleged or is found to have merely contributed in part to the Acts giving rise to the Claims and/or where the State is alleged or is found to have contributed to the Acts giving rise to the Claims.
- d) The Contractor shall carry and maintain at all times during the term of the Contract, and during the time that any provisions survive the term of the Contract, sufficient general liability

insurance to satisfy its obligations under this Contract. The Contractor shall name the State as an additional insured on the policy and shall provide a copy of the policy to the Agency prior to the effective date of the Contract. The Contractor shall not begin Performance until the delivery of the policy to the Agency.

- e) The rights provided in this section for the benefit of the State shall encompass the recovery of attorneys' and other professionals' fees expended in pursuing a Claim against a third party.
- f) This section shall survive the Termination, Cancellation or Expiration of the Contract, and shall not be limited by reason of any insurance coverage.

41 NON-WAIVER OF IMMUNITY

Sovereign Immunity. The parties acknowledge and agree that nothing in the Solicitation or the Contract shall be construed as a modification, compromise or waiver by the State of any rights or defenses of any immunities provided by Federal law or the laws of the State of Connecticut to the State or any of its officers and employees, which they may have had, now have or will have with respect to all matters arising out of the Contract. To the extent that this section conflicts with any other section, this section shall govern.

42 SUMMARY OF STATE ETHICS LAWS

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

43 CAMPAIGN CONTRIBUTION RESTRICTION

For all State contracts as defined in P.A. 07-1 having a value in a calendar year of \$50,000 or more or a combination or series of such agreements or contracts having a value of \$100,000 or more, the authorized signatory to this Agreement expressly acknowledges receipt of the State Elections Enforcement Commission's notice advising state contractors of state campaign contribution and solicitation prohibitions, and will inform its principals of the contents of the notice. See SEEC Form 11 in Attachment 9 Vendor Certifications.

44 EXECUTIVE ORDERS

The Contract is subject to the provisions of Executive Order No. Three of Governor Thomas J. Meskill, promulgated June 16, 1971, concerning labor employment practices, Executive Order No. Seventeen of Governor Thomas J. Meskill, promulgated February 15, 1973, concerning the listing of employment openings and Executive Order No. Sixteen of Governor John G. Rowland promulgated August 4, 1999, concerning violence in the workplace, all of which are incorporated into and are made a part of the Contract as if they had been fully set forth in it. At the Contractor's request, the Client Agency shall provide a copy of these orders to the Contractor. The Contract may also be subject to Executive Order No. 7C of Governor M. Jodi Rell, promulgated July 13, 2006, concerning contracting reforms and Executive Order No. 14 of Governor M. Jodi Rell, promulgated April 17, 2006, concerning procurement of cleaning products and services, in accordance with their respective terms and conditions. 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.

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

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

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

(1) The contractor agrees and warrants that in the performance of the contract such contractor will not discriminate or permit discrimination against any person or group of persons on the grounds of sexual orientation, in any manner prohibited by the laws of the United States or of the state of Connecticut, and that employees are treated when employed without regard to their sexual orientation; (2) the contractor agrees to provide each labor union or representative of workers with which such contractor has a collective bargaining agreement or other contract or understanding and each vendor with which such contractor has a contract or understanding, a notice to be provided by the Commission on Human Rights and Opportunities advising the labor union or workers' representative of the contractor's commitments under this section, and to post copies of the notice in conspicuous places available to employees and applicants for employment; (3) the contractor agrees to comply with each provision of this section and with each regulation or relevant order issued by said commission pursuant to section 46a-56; 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, vendor or manufacturer unless exempted by regulations or orders of the commission. The contractor shall take such action with respect to any such subcontract or purchase order as the commission may direct as a means of enforcing such provisions including sanctions for noncompliance in accordance with section 46a-56; provided, if such contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the commission, the contractor may request the state of Connecticut to enter into any such litigation or negotiation prior thereto to protect the interests of the state and the state may so enter.

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).

46 OWNERSHIP OF DATA

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

47 HEALTH INSURANCE PORTABILITY AND ACCOUNTABILITY ACT (HIPAA)

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

- 1) "Business Associate" shall mean the Contractor.
- 2) "Covered Entity" shall mean the Agency.
- 3) "Designated Record Set" shall have the same meaning as the term "designated record set" in 45 C.F.R. §164.501.
- 4) "Individual" shall have the same meaning as the term "individual" in 45 C.F.R. §160.103 and shall include a person who qualifies as a personal representative as defined in 45 C.F.R. § 164.502(g).
- 5) "Privacy Rule" shall mean the Standards for Privacy of Individually Identifiable Health Information at 45 C.F.R. part 160 and parts 164, subparts A and E.
- 6) "Protected Health Information" or "PHI" shall have the same meaning as the term "protected health information" in 45 C.F.R. § 160.103, limited to information created or received by the Business Associate from or on behalf of the Covered Entity.
- 7) "Required by Law" shall have the same meaning as the term "required by law" in 45 C.F.R. § 164.103.
- 8) "Secretary" shall mean the Secretary of the Department of Health and Human Services or his designee.
- 9) "More stringent" shall have the same meaning as the term "more stringent" in 45 C.F.R. §160.202.
- 10) "This Section of the Contract" refers to the HIPAA Section of this Contract, in its entirety.
- 11) "Security Incident" shall have the same meaning as the term "security incident" in 45 C.F.R. § 164.304.
- 12) "Security Rule" shall mean the Security Standards for the Protection of Electronic Protected Health Information at 45 C.F.R. part 160 and parts 164, subpart A and C.

b) If the Contactor is a Business Associate under the Health Insurance Portability and

Accountability Act of 1996 (“HIPAA”), the Contractor shall comply with all terms and conditions of this Section of the Contract. If the Contractor is not a Business Associate under HIPAA, this Section of the Contract does not apply to the Contractor for this Contract.

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

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

- 10) Business Associate shall document such disclosures of PHI and information related to such disclosures as would be required for Covered Entity to respond to a request by an Individual for an accounting of disclosures of PHI in accordance with 45 C.F.R. §164.528.
- 11) Business Associate shall provide to Covered Entity, in a time and manner agreed to by the parties, information collected in accordance with subsection 10 of this Section of the Contract, to permit Covered Entity to respond to a request by an Individual for an accounting of disclosures of PHI in accordance with 45 C.F.R. § 164.528.
- 12) Business Associate shall comply with any State law that is More Stringent than the Privacy Rule.

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 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.

l) 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.

48 TERMS AND CONDITIONS

Any terms, conditions or provisions contained in a Purchase Order, Product Schedule Update, Statement of Work or any other similar document shall be of no force and effect and shall in no way affect, change or modify any of the terms and conditions of this Agreement.

49 WORKERS' COMPENSATION

Contractor agrees to carry sufficient workers' compensation and liability insurance in a company, or companies, licensed to do business in Connecticut, and furnish certificates if required.

50 ENTIRETY OF AGREEMENT

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

THE REMAINDER OF THIS PAGE IS LEFT BLANK INTENTIONALLY

SIGNATURE PAGE OF AGREEMENT

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

FOR: _____

FOR: STATE OF CONNECTICUT

BY: _____

BY: _____

NAME: _____

Richard Bailey

TITLE: _____

Deputy Chief Information Officer

Department of Information Technology

duly authorized

DATE: _____

DATE: _____

APPROVED AS TO FORM:

Attorney General of the State of Connecticut

DATE: _____

ATTACHMENT 6 – VENDOR, BUSINESS, AND TECHNICAL REQUIREMENTS

The vendor must respond to all paragraphs in this attachment by restating point-by-point the understanding and acceptance of requirements, providing a detailed description of its proposed service, and providing a specific description of methods by which the proponent shall comply with State requirements. For all paragraphs requiring a response, the vendor must provide a complete and separate response for the service it is proposing. **Vendors must fully answer all questions in this Attachment 6 by inserting its response immediately after each numbered paragraph. Failure to do so may result in disqualification of vendor's proposal.**

1 INTRODUCTION

1.1 DOC MISSION

The Connecticut Department of Correction (DOC) mission is to protect the public, protect staff, and provide safe, secure and humane supervision of offenders with opportunities that support successful community reintegration.

1.2 BACKGROUND

The Department of Information Technology is responsible for purchasing, leasing and contracting for all telecommunication facilities, equipment and services for the support of state agencies; implementing, or assisting state agencies in implementing, such facilities; processing bills for telecommunication services used by state agencies.

1.3 OVERVIEW

The Connecticut Department of Correction (DOC) operates twenty-two correctional facilities on eighteen compounds and one off-site hospital located across the state. Each facility occupies several buildings or units. There are approximately 21,000 inmates remanded to DOC. The agency is currently exploring options to expand and improve the state's growing incarceration needs. It is the intent of DOC to allow a single uniform service to be offered statewide, with no visible or operational differences to either the caller or called party. DOC requires an inmate telephone service that is reliable and of advanced technology to ensure the continued success of DOC's telephone monitoring program.

The current inmate telephone service provider, Global Tel*Link (GTL), provides the inmate telephones, network services, and call recording, monitoring and control system. Dial tone and basic processing services are provided by GTL via a voice over IP network. Recording equipment records every inmate call and is controlled via a windows based computer interface. The control system allows multi-level security access, provides various call control features, and captures call detail records for every call initiated from the system. In addition to call recording, DOC also monitors calls in progress.

There are approximately 1,150 inmate telephones installed and in use at DOC facilities. There are approximately 650 visitor handsets. The number of telephones is expected to fluctuate based on inmate population. The inmate telephone system currently in use operates as a network based system and is required as thus to facilitate the mass movement of the inmate population between facilities and the monitoring techniques used by DOC's Security Division.

In order for an inmate to make a telephone call on the current inmate telephone system, the inmate must enter a Personal Identification Number (PIN). The exception to this requirement is

in the admission and processing areas located in the six intake facilities. Phones installed in these areas currently do not require the use of a PIN, however they are recorded and controlled for call duration.

DOC engages in monitoring activities daily. The inmate telephone service is an integral tool required by the DOC to:

- Enhance facility safety and security;
- Manage high risk offenders;
- Manage gang activity;
- Prevent riots and disturbances;
- Detect and deter contraband conveyance attempts;
- Detect and deter escape plans/attempts; and
- Detect and deter criminal activity occurring inside and outside the facilities.

2 GENERAL REQUIREMENTS

The vendor shall provide a system that is of advanced technologies. The vendor shall fully describe its proposed service by addressing the paragraphs below. Provide all information that is needed for the State to fully understand the proposed service. Include in your response a description and examples of all on-line standard reports and capability to run ad hoc reports.

2.1 SCALABILITY

The vendor is required to acknowledge that all current and future locations, expansions, and added agency access requirements due to the growth of the DOC will be provided for under this contract. The vendor shall include in its response a detailed drawing of the recommended model using Microsoft Visio, or equivalent. The proposed service must be 99.9% available on an annual basis.

The vendor shall describe the reliability of the proposed service and how it would provide the required 99.9% availability.

2.2 INVENTORY

The vendor must maintain a current inventory of all equipment, components and network and provide the inventory to DOC Security Division or DOIT upon request.

The vendor shall describe the capability to provide inventory reports, including whether these are integrated with the inmate telephone system or maintained separately. Include in the response, samples of these inventory reports.

2.3 VENDOR PROPOSED SYSTEM CHANGES/MODIFICATIONS - MANDATORY

The vendor must notify DOIT Contracts and Purchasing Division (CPD) of any proposed changes/modifications to the inmate telephone system a minimum of thirty days prior to its scheduled implementation date. The State reserves the right to accept or reject any or all of these proposed changes/modifications until the vendor has proven the proposed change will not adversely affect, DOC, the State, the caller, or called party. All proposed changes/modifications must be approved by DOIT CPD prior to implementation.

The vendor must affirm it will comply.

2.4 CALL QUALITY

The vendor shall provide telephone reception quality of at least equal to the quality offered to the general public and shall meet telecommunication industry standards for service quality.

The vendor shall describe how its solution will meet or exceed these requirements.

2.5 SYSTEM TRUNKING

The system must be engineered to ensure that all outbound calls are totally non-blocked. The proposed service must reserve separate bandwidth or channels for each phone without impacting the required bandwidth for the operational characteristics of the system.

The vendor shall describe how its solution will meet this requirement; detail the trunking requirements and the formula that will be used to fulfill the requirement.

2.6 COMMERCIAL POWER OUTAGES

The network, including the network operating center and all other network elements under the control and management of the vendor, but excluding those components located on the premises of DOC, shall survive interruptions in commercial power. The solution must assure no loss of functions for up to 90 minutes loss of commercial power in the DOCs' facilities. The vendor's proposed service must be capable of full recovery from a power outage automatically once commercial power is restored.

The vendor shall describe how it will meet this requirement and what network functionality, if any, would be lost over what period of time.

2.7 BUSINESS CONTINUITY AND DISASTER RECOVERY

The vendor shall describe how it achieves business continuity and how it plans to recover from a disaster, including restoration time and alternative routing of traffic for intrastate disasters impacting vendor's proposed services.

The vendor shall provide a detailed plan (with diagrams). An example might include the following:

- Redundancy at/for vendor's POP;
- Redundancy at/for subcontracted carriers;
- Redundancy for connectivity between LEC's CO and IXC's POP;
- Redundancy of vendor's backbone;
- Redundancy of vendor's Network Operations Center.

2.8 SINGLE CLOCK SOURCE

The vendor shall ensure that inmate call processing equipment, call detail recording, video recordings and recorded conversations will be synchronized from a single time of day clock source for all of the DOC locations at Eastern Standard Time (EST) including Eastern Daylight Time (EDT). The vendor's service shall automatically update the time when time changes occur between EST and EDT. All reports from this system must reflect the accurate EST/EDT.

The vendor must affirm it will comply.

2.9 POSTINGS FOR INMATES AND VISITORS

At DOC's discretion, the vendor may be required to provide written postings/notifications and stencils in both English and Spanish in the quantities requested by DOC. The language of these postings must be approved by DOC prior to distribution. Updates may be required over the life of the contract. The current postings indicate that conversations utilizing the inmate telephone service shall be subject to recording and monitoring.

The vendor must affirm it will comply.

2.10 READINESS OF OFFERED SERVICES - MANDATORY

All equipment, systems and services proposed to the State through the vendor's deliverables must be available upon proposal issuance and called upon at contract award or the date the service is requested by the state. The State reserves the right to reject any proposal submitted that projects the attainment of services offered after contract award.

The vendor must affirm it will comply.

2.11 DATA OWNERSHIP

All inmate and DOC data (including but not limited to, call records, call recordings, authorized call lists) stored or used in the proposed service shall be owned by DOC. The vendor shall act as custodian of that information in accordance with applicable statutes, policies, regulations and procedures. Information shall be provided to DOC at its request in a form and manner specified by DOC. Vendor agrees not to sell, use, share or display any data or use it for any other purpose unless agreed upon, in writing, by DOC Director of Security.

The vendor shall affirm it will comply.

2.12 NEW TECHNOLOGY/UPGRADES

The Department of Information Technology must ensure that the technologies that it selects will position it for the future and that it does not limit that future by selecting and implementing technologies that may be obsolete in the near term. The vendor shall keep the State fully apprised of improvements to the vendor's existing technologies and of the expected and actual availability and implementation of new technologies by the vendor. Therefore, the State encourages vendors to periodically review technologies being utilized and recommend new technologies alternatives. During the life of the contract, the vendor shall provide DOC and DOIT an annual report at the beginning of each State's fiscal year (July 1st) which will either (1) describe the new technologies available or (2) state that there are none.

The State requires the vendor to provide improvements, modifications, or additions to the proposed service/equipment that increase functionality or improve performance and which are offered by the vendor to the State at no additional charge. The State also requires the vendor to provide services/equipment that may supplement or substitute in a more cost effective, efficient manner for services/equipment provided to the State.

The vendor shall affirm it will comply.

2.13 POST AWARD NEGOTIATION

The State reserves the right to negotiate with the vendor on an annual basis, or as required to comply with State mandates, all rates for services charged by the vendor throughout the term of the contract as well as the commission rate paid to the State. Negotiations will commence by

both parties after thirty (30) days written notice by the State regarding the State's intentions to negotiate.

The vendor shall affirm it will comply.

3 **SECURITY**

The vendor shall provide all telephone recording and listening equipment at each facility or other off site location. It must be maintained in an area approved by the DOC Director of Security or designee. The call recording and listening system must be designed to operate continuously, 7 days a week, 24 hours a day, 365/366 days a year. System administration should not interrupt recordings or other operations in progress. Call recording and listening is defined in DOC Administrative Directive 10.7 Inmate Communications (<http://www.ct.gov/doc/LIB/doc/PDF/AD/ad1007.pdf>).

The vendor shall describe how the proposed system will accomplish this.

3.1 **SECURITY PLAN**

Due to the sensitive, public security nature of the services under this contract, the vendor must provide a detailed Security Plan. The Security Plan must address the procedures the vendor will take with regard to maintaining confidentiality and protecting all information and services and must include the following:

- Personnel (including vendor staff and sub-contractor personnel)
- Data
- Communications
- Systems
- Work sites

3.1.1 **SYSTEM SECURITY**

The vendor shall describe the proposed system security for all data stored locally or in a central database. Such security description shall include system security as well as how access to such sensitive information shall be performed within the vendors' organization.

Sensitive or confidential information may require encryption per DOIT policy (<http://www.ct.gov/doit/cwp/view.asp?a=1245&q=394672>).

The vendor shall affirm it will comply.

3.1.2 **JURISDICTION**

The vendor must warrant to DOC that it will not transport or make available physically, electronically, verbally or in any other form or manner, any data, provided or produced under the contract that might be awarded as a result of this RFP outside of the borders of the United States.

The vendor shall affirm it will comply.

3.1.3 **COMPLIANCE**

The vendor must comply with all DOC Administrative Directives and DOC and DOIT policies and procedures regarding security, and State Statutes or Public Acts.

The vendor shall affirm it will comply.

3.1.4 INFORMATION SECURITY BREACH

The vendor shall notify DOC Director of Security or designee if it experiences any security breach that may cause DOC or customer data to be corrupted or inappropriately accessed or used. Such notice shall occur within 2 hours of the discovery of any incident.

The vendor shall affirm it will comply.

3.2 SECURITY INCIDENTS

The vendor must provide details on all incidents of security loss or misused data in the last three (3) years including the nature and extent of the incident, remedial actions taken, and current status.

3.3 DOC ACCOUNT ACCESS - MANDATORY

Access to all system functions will be restricted to users authorized by the DOC Security Division. Each authorized user must have a unique user-id and password which shall only be issued by DOC Director of Security or designee.

The vendor shall describe how the proposed system will accomplish this.

3.4 VENDOR ACCOUNT ACCESS

Each user with access to the inmate telephone service must have a unique user-id and password identifying them as a vendor or subcontractor. The vendor shall ensure that they keep current the vendor employees or subcontractor employees that have access to the system. The vendor is responsible for updating the list, terminating access of those individuals that have left the vendor's or subcontractor's employment, within 24 hours of such change. All changes (additions, deletions, to access levels, etc) must be reported electronically to DOC Director of Security or designee within 24 hours of such change.

The vendor shall describe how the proposed system will accomplish this.

3.5 MANUAL ON/OFF SWITCHES

3.5.1 EMERGENCY SYSTEM SHUT DOWN - MANDATORY

DOC requires the installation of a manual on/off switch for each facility that will disable inmate telephones in the entire facility. These switches must be located in a secured location that has been approved by the DOC Director of Security or designee.

The vendor shall describe how the proposed service will accomplish this.

3.5.2 MANUAL ON/OFF SWITCHES PER PHONE

DOC requires the installation of a manual on/off switch for each individual phone installed in a facility. These switches must be in a location(s) that has been approved by the DOC Director of Security or designee.

The vendor shall describe how the proposed system will accomplish this.

3.6 AUTOMATIC DISCONNECT

In case of a failure in which the ability to record is affected, DOC requires that all affected inmate telephones be automatically disconnected and disabled.

The vendor shall describe how the proposed system will accomplish this.

3.7 ALERTS

The system shall provide the DOC Director of Security or designee the capability of flagging specific destination telephone numbers or inmate personal identification numbers (PIN). When the aforementioned telephone or PIN is detected, the system shall immediately bridge the call with a pre-determined group of telephone numbers to allow remote undetected monitoring of the call. The bridged party must enter a security pass code to actively monitor the call. This capability shall only be authorized by the DOC Director of Security or designee.

The vendor shall describe how the proposed system will accomplish this.

3.8 BILLING NAME AND ADDRESS

The DOC must comply with all court orders/victim service, specifically protective orders to protect the victims of a crime and the safety and security of the public. The vendor shall provide DOC the capability of automatically retrieving the billing name and address for any telephone number placed on an inmate's call list.

The vendor shall describe how the proposed system will accomplish this.

3.9 INMATE CALL LIMITATIONS

DOC is the sole authority on defining call limitations and reserves the right to change limitations at any time. Inmate call quantity limits shall be based on the facility's security level and the length of the calls shall be limited to fifteen (15) minutes each. The following are the current daily call limitations:

Level 2 Facilities:	5 Calls
Level 3 Facilities:	4 Calls
Level 4 Facilities:	3 Calls
Level 5 Facilities:	Varies by facility and defined by facility needs

The vendor shall describe how the proposed system will accomplish this.

3.9.1 HOURS OF OPERATION

The service shall provide the ability for DOC to set parameters that determine the hours of operations for inmate phone services. The service shall also provide the ability for DOC to make each phone, groups of phones or the entire system active or inactive based upon the facilities security levels.

The vendor shall describe how the proposed system will accomplish this.

3.10 INMATE PIN FUNCTIONALITY

The Personal Identification Number (PIN) must be a unique number which must include the 6-digit DOC issued inmate identification number and a minimum 4-digit number randomly assigned by the vendor's proposed system. It is DOC's responsibility to ensure that the 6-digit number is unique.

The vendor proposed system shall utilize authorized PIN numbers for inmate calls placed on all inmate telephone sets in housing units but may not required for intake facilities, admitting and processing telephone sets.

The vendor must be able to use all pre-existing inmate PIN numbers.

The vendor shall describe how the proposed system will accomplish this.

3.10.1 INMATE PIN SUSPENSION / TERMINATION / RE-ACTIVATION

The vendor shall provide DOC the ability to suspend or terminate an inmate's PIN number. The system must have the capability for DOC to automatically reactivate a suspended PIN number based on the pre-determined date or time period.

DOC reuses an inmate's number upon re-admission into the system. The proposed system shall provide DOC the ability to recognize and re-activate an inmate's previously assigned PIN number and approved call list.

The vendor shall describe how the proposed system will accomplish this.

3.11 INMATE ALLOWED CALL LIST

Currently, upon admission, the inmate completes an allowed call list which contains a maximum of 10 telephone numbers with names (this number is subject to change at the discretion of DOC).

The vendor's proposed service shall provide DOC the ability to develop an inmate allowed call list with, at a minimum, the functionality as described above. The vendor shall describe its ability to identify and maintain these lists within the system, as well as provide DOC reports on the types of numbers included on these lists (i.e. landline, wireless, and/or privileged) as requested.

Currently, via an add/drop form, inmates may revise their allowed call lists every 30 days. The current vendor processes approximately 1700 revisions monthly. DOC requires the awarded vendor to maintain this function. The vendor must make these changes within the time period determined by DOC Security.

The vendor shall describe how the proposed service will address the above requirement.

3.12 INTERNAL CONFIDENTIAL SECURITY CALLS

Currently, internal confidential sources place calls using an inmate telephone via an assigned four digit-speed dial number (*9999#) determined by DOC.

The vendor shall provide the ability for calls from confidential sources to be placed via the inmate telephone service using predefined codes that are forwarded to various DOC designated telephone numbers. The number assigned to the speed dial may or may not be a DOC telephone number. Calls placed via a speed dial number must be recorded. As these calls must be anonymous, at no cost to the State, and the inmate must not be required to use their PIN or any other identifying number when placing these calls.

The vendor proposed service must maintain the current format (*9999#) of the internal confidential security calls and all existing speed dial numbers.

The vendor shall describe how the proposed system will provide this function and explain its capabilities.

4 CALL MONITORING AND RECORDING SERVICES

4.1 SYSTEM ADMINISTRATION

The system must provide un-detected monitoring of real-time inmate conversations, instant playback with no interruption in recordings and replay of historical conversations with the option of storing to removable media, and the ability to preserve (lock) selected call recordings from deletion. These capabilities shall be provisioned to allow access to some or all features by unique user-id, (e.g. certain facilities staff may only monitor calls in real time, while investigative staff have full feature set as determined by DOC Director of Security or designee.) DOC is interested in a service that requires minimal staff administration to perform routine tasks.

The vendor shall describe how your solution will meet these requirements.

4.1.1 PROPOSED SYSTEM ADMINISTRATION DEMONSTRATION - MANDATORY

Qualified vendors may be required, during the RFP evaluation process, to provide a demonstration of the above system. Such system must be fully operational and similar in scope, function, and complexity to the requirements in this RFP. Any required demonstration and/or benchmark must be provided by the vendor without cost to the State.

The vendor must agree to provide the above described demonstration within ten business days of the State's request to do so at a location agreed to by the State.

The vendor shall affirm it will comply.

4.2 DOC FACILITY AND OFF-SITE ADMINISTRATION

DOC requires the ability to perform all authorized administrative functions from any site on the inmate telephone system network. DOC also requires the ability to perform these functions via secure web-based access from locations not on the proposed inmate telephone system network.

The vendor shall describe how the proposed system will allow DOC to perform the administration functions from any required location.

4.3 SIMULTANEOUS ACCESS

The vendor shall provide the ability and bandwidth for a minimum of 45 simultaneous users, with the capability to expand at the request of DOC, who can listen to any recording at one time at any facility or any combination of facilities.

The vendor shall describe how the proposed system will meet this requirement, explain whether the recording will be premise based or centralized, including the bandwidth and equipment requirements.

4.4 CALL RECORDINGS

The call recordings must be available immediately upon completion of the call. The system shall be capable of storing, at a minimum, 1 year (365 days) of call recordings. At DOC's discretion, actual length of storage may be less.

Critical recordings that are identified by DOC personnel to be preserved (locked) shall remain available through the entire life of the contract. Other non-identified calls may be purged after the 365th day. These recordings are property of the State. Prior to expiration of the contract, the vendor must agree to provide these recordings in their entirety to DOC or their designee.

The vendor shall describe how the proposed system will comply with the aforementioned requirement.

4.5 RETRIEVAL OF RECORDINGS

The system shall allow authorized staff to attach textual descriptions or “notes” to each recorded call record allowing for descriptions of the recording. Each recording must be indexed by date, time, ANI (Automatic Number Identification), Personal Identification Number (PIN), Terminating Number (TN), and textual “notes.” Date and time stamps shall be identical to the date and time stamps recorded in the system’s call detail records and call processing equipment. The recording must be searchable by date, time, inmate’s PIN, ANI, TN, “notes” or any logical combination thereof. DOC is also interested in searching recordings based on word(s) recognition (i.e. gang, bomb, kill).

The time it takes for search and retrieval of recorded conversations shall be consistent from on-site locations and remote locations on the vendor network and take no longer than 20 seconds. Search and playback of calls will not require a manual media change.

The vendor shall describe how your solution will meet or exceed these requirements.

4.6 CALL RECORDING DUPLICATION

The ability to copy call recordings to a DOC specified recording medium (currently CD) is required.

The vendor shall describe how the proposed system will provide this function and explain its capabilities.

4.7 AUTHENTICITY OF RECORDINGS

The integrity of the recorded medium must be maintained to protect against possible legal challenges. The vendor shall describe how the call recordings that have been copied to such other medium are protected from fraud and tampering.

The vendor must describe any instances where the authenticity of a recording was rejected in a legal proceeding.

4.8 INMATE TELEPHONE CALL DETAIL RECORD (CDR)

The proposed system must be able to produce call detail records for all calls placed from the proposed inmate telephone service. The records must be available immediately upon completion of the call. Such records shall be maintained by the vendor during the life of the contract. Prior to expiration of the contract, the vendor must agree to provide this data in its entirety, at no additional cost, to DOC or their designee.

The system must allow DOC to produce, print and customize various individual and system-wide call-activity reports based on inmate call data.

The CDR shall include a complete call status history from activation through termination. Any codes used to describe the call status history shall be defined by the vendor and provided to DOC quarterly and upon request.

The proposed inmate telephone service shall provide DOC, at a minimum, the following information for each call record:

- Unique recording identifier,

- Originating station telephone number,
- Originating facility,
- Called telephone number,
- Inmate identification number (issued by DOC) including personal identification number,
- Date of Call,
- Time of Call (hh:mm) in Eastern Standard Time (including current Daylight Savings Time schedule),
- Length of Call,
- Cost of Call,
- Call Status History – (i.e. completed call, blocked call, third party call, and billing issue).

The vendor shall describe how the proposed system will provide this function and explain its capabilities.

4.9 CALL CONTROL CAPABILITIES

The proposed inmate telephone service must provide call control for all inmate telephones. At a minimum, DOC requires the following call control capabilities:

- Centralized storage of user identification to allow ease of inmate movement between facilities;
- Hot number alert and monitoring;
- Flagged number lists;
- Flagged activity notification (alert to third party call activity);
- Voice prompt warnings (detecting a third-party call attempt);
- Individual restrictions on phone usage;
- Specific telephone number blocking;
- Individual allowable telephone number lists;
- Controlled call duration, call allotment, system access hours, and system shutoff are required on a system wide basis, however, individual control is also required;
- Termination of call in progress;
- System speed dials programmable by DOC.

The vendor shall describe the call control capability of the proposed system.

4.10 INMATE TRACKING

Currently, there is a daily File Transfer Protocol (FTP) feed from the inmate tracking system sent from DOC to the current vendor that contains all inmate location activity including additions, transfers and discharges. Due to the volume of activity, an electronic update is required into the vendor's system at a minimum of once a day.

The vendor shall describe how the proposed system would expedite the aforementioned activities.

5 CALL MONITORING AND RECORDING EQUIPMENT

All existing equipment must be replaced with new hardware (not previously used or refurbished) and software as part of the conversion to the new contract. All equipment and related supplies shall be provided and maintained at no cost to the State. Inoperable or damaged equipment shall be repaired or replaced at no cost to the State, within 24 hours of such request, for the duration of the contract. DOC currently has 30 workstations, 3 laptops, and 29 printers. The vendor must supply DOC with additional hardware and related software upon request.

The vendor must provide hardware (workstations and laptops) and software that are consistent with the State's most recent contract award in existence at the time such hardware/software is being installed. The vendor must also be in compliance with the most current State's architectural standards, CTEA (Connecticut Enterprise Architecture).

The vendor shall affirm it will comply.

5.1 WORKSTATIONS

DOC must have final approval of the standard workstation configurations as well as any future changes and/or upgrades prior to implementation.

The vendor must also supply the following for each workstation:

- CD/DVD creator software
- Wireless Headset with noise cancellation (one per telephone monitor)
- Color All-In-One Laser Printer/Scanner/Fax, associated cable(s) and replacement ink cartridges
- Surge Protector (UPS 900 VA 120V or comparable alternative)

The vendor shall provide a complete list of workstation equipment and describe how it meets or exceeds the above listed DOC minimums.

5.2 LAPTOPS

DOC must have final approval of the laptop configurations as well as any future changes and/or upgrades prior to implementation. The vendor must ensure all mobile devices are in compliance with the State policies including but not limited to the "Policy on Security for Mobile Computing and Storage Devices" (<http://www.ct.gov/doit/cwp/view.asp?a=1245&q=394672>).

For each laptop, the vendor must also supply the following:

- CD/DVD creator software
- Wireless Headset with noise cancellation (one per telephone monitor)

The vendor shall provide a complete description of the laptops including software and describe how it meets or exceeds the above listed DOC minimums.

5.3 ADDITIONAL SOFTWARE

The vendor shall provide analytical software to assist with investigation and intelligence analysis of all of the inmate call data.

The vendor shall describe the proposed software.

5.4 BACK UP CALL RECORDINGS (CENTRAL OFFICE)

The vendor shall provide backup storage at DOC Central Office that would back up all data and recordings on a daily basis. Equipment should be rack mountable and follow DOC's design architecture for the DOC data center (plans will be provided by the DOC Project Manager to the awarded vendor). The vendor shall be responsible for providing both connectivity to this device(s) as well as remote monitoring/alerting system.

The vendor shall affirm it will comply.

5.5 POWER BACK-UP

The vendor shall provide four (4) hours UPS backup to for all vendor provided equipment.

The vendor shall affirm it will comply.

5.6 EQUIPMENT REFRESH

During the life of the contract, the vendor shall replace, at no cost to the State, all workstations with new equipment and upgrade all software, at a minimum, every two (2) years after the initial equipment installation. These upgrades must be in compliance with the Workstation and Laptop paragraphs above and State standards.

DOC must have final approval of the standard workstation configurations as well as any future changes and/or upgrades prior to implementation.

The vendor shall affirm it will comply.

6 INMATE TELEPHONE SERVICE

6.1 INMATE TELEPHONE NETWORK SERVICE

The vendor shall restrict the inmate telephones from access to incoming calls as well as all information services, toll free numbers, 900 numbers, direct access to other carriers, and 911 emergency calls.

The vendor shall describe the proposed services ability to restrict numbers.

6.2 AUTOMATIC NUMBER IDENTIFIER (ANI)

The vendor shall test all inmate telephones for location accuracy and verify the Automatic Number Identifier (ANI) at implementation, during activation of new equipment and at a minimum annually thereafter.

The ANI for all inmate telephones must identify the appropriate Connecticut Correctional Facility to the called party in the called party notification.

The vendor shall affirm that the proposed system has the aforementioned capabilities.

6.3 ENGLISH AND SPANISH CAPABILITY - MANDATORY

DOC requires that the proposed inmate telephone system be capable of responding to English and Spanish speaking inmates and individuals receiving the inmates' calls. All dialing instructions, postings, warnings, and messages should be available in English and Spanish. The translation from English to Spanish is the responsibility of the vendor.

The vendor shall affirm that the proposed system has the aforementioned capability.

6.3.1 OTHER LANGUAGE CAPABILITY

DOC may in the future require other languages.

The vendor shall identify other language options available on the proposed system. The vendor shall also identify any translation technologies available on the proposed system.

6.4 INMATE NAME IDENTIFIER

The proposed system shall include the ability to identify the inmate's name to the called party. Currently, the inmate's pre-recorded name is used during the called party notification message, identifying the inmate to the called party. DOC Security must have the capability to re-set the pre-recorded name.

The vendor shall describe how the proposed system addresses the above requirement.

6.5 CALLED PARTY NOTIFICATION

DOC requires that all called parties be notified in both English and Spanish prior to call connection that the call they are about to accept is initiated from a Connecticut correctional facility using the specific facility's name and is being recorded. The vendor must be responsible for pre-recording these notifications.

The specific language of the verbal notifications will be provided to the vendor by DOC. Updates may be required over the life of this contract.

Immediately following the recorded announcement, the called party must have the ability to terminate the call without incurring any cost by hanging up. Prior to hanging up the call, the called party must also be allowed to press a button to block all calls from all Connecticut Correctional Facilities.

The vendor shall describe how the proposed system addresses the above requirement.

6.5.1 CALL RECORDING NOTIFICATION - MANDATORY

State Statutes mandate the use of an automatic tone warning in all inmate call recordings. The proposed system recording must be in accordance with Section 52-570d of the Connecticut General Statutes (<http://www.cga.ct.gov/2005/pub/Chap925.htm#Sec52-570d.htm>) and any other applicable law.

The vendor shall confirm that the proposed system addresses the above mandatory requirement.

6.6 COLLECT CALLS - MANDATORY

All inmate calls will be "Collect Call Only" as defined in DOC Administrative Directive 10.7 Inmate Communications (<http://www.ct.gov/doc/LIB/doc/PDF/AD/ad1007.pdf>).

The vendor shall restrict the inmate telephones from access to incoming calls as well as all information services, toll free numbers, 900 numbers, direct access to other carriers, and 911 emergency calls. Inmates must have the capability to call the U.S and internationally.

There shall be no call limitations, other than those defined by the DOC's Inmate handbook, placed by the vendor on the called party's account.

The vendor shall confirm that the proposed system addresses the above mandatory requirement.

6.7 DISCOUNTED PRE-PAID SERVICE - MANDATORY

The State requires the vendor to offer a discounted inmate calling service. The following are all mandatory requirements for this service:

- The vendor must offer customers, at a minimum, 25% discount off of the proposed non-discounted inmate collect call rate.
- The State will not manage any of these funds associated with the proposed discounted service (i.e. inmate commissary fund, inmate trust fund).
- There shall be no call limitations placed by the vendor on the called party's account other than those defined in the DOC's Inmates handbooks.
- The vendor shall not restrict the account holder from receiving the full dollar amount of services up to the balance held by the vendor.
- The vendor shall not keep any prepaid funds due to account closures regardless of whether the closure was initiated by the customer or the vendor.
- The vendor must allow customers the option to revert to the non-discount rates after utilizing the discounted rate service.
- There will be no administrative fee for establishing or replenishing accounts.
- The vendor shall fully disclose all terms and conditions for the discounted service to all affected account customers upon enrollment.
- Customers and the State must be notified 30-days prior to implementing any changes to the discounted service terms and conditions.
- The Commission Rate paid to the State shall be the same for these discounted calls as well as standard collect calls.

The vendor shall confirm that the proposed system addresses each of the above mandatory requirements.

6.7.1 DISCOUNTED SERVICE FEATURES

The vendor shall fully describe its proposed discounted service (at a minimum 25%) including but not limited to the following:

- Process for opening an account;
- Process for replenishing an account;
- Process for closing accounts;
- Refund policy including timeline for refunds and method by which the refund is made;
- Handling of customer service issues including billing disputes, requests for refunds, request for account history;
- Account fund depletion notifications including automated warnings to the customer;
- Reports available to the customer;
- Reports available to the State.

6.8 PRIVILEGED CALLS

Currently, calls placed on behalf of an Inmate to a privileged correspondent may be placed on staff telephones and are not subject to being recorded or monitored.

The vendor shall describe how it would be able to process privileged collect calls on the proposed inmate telephones including but not limited to following:

- without the call being recorded and monitored,
- without the call being counted against the inmate's daily call allowance;
- with the call detail information,
- with a per day / month limit per inmate, and
- with the number on the inmate's allowable call list identified as a privileged number.

6.9 CALLS AT NO MONETARY COST

The vendor shall describe how it would be able to process the following calls at no cost to the State, Inmate or called party:

- calls placed to the State Public Defender's Office;
- internal security calls from confidential sources;
- calls placed from test accounts.

The vendor shall be required to provide these calls at no cost to the State as well as possible others that will be determined by the future needs of the State.

The vendor shall describe how the proposed system addresses the above requirement.

6.10 INMATE'S DAILY CALL EXCEPTIONS

Calls made to the State Public Defender's Office and to select internal security calls from confidential sources are not counted against an inmate's daily call allowances.

The vendor shall be required to provide these calls without them counting against the inmates' daily call allowances as well as others that will be determined by the future needs of the State.

The vendor shall describe how the proposed system addresses the above requirement.

6.11 INTAKE FACILITY TELEPHONE SERVICE - MANDATORY

Currently, inmate telephones located in the admitting and processing areas have audio recording capabilities and require no inmate PIN for collect calling. This service allows inmates to place collect calls via live operator.

The service must include the following:

- The system should commence recording when the telephone goes off-hook;
- Prior to the inmate and called party being connected, the called party must be notified that the call they are about to accept is initiated from a Connecticut Correctional Institution using the specific facility's name,
- The system shall restrict the admitting and processing telephones from access to incoming calls as well as all information services, toll free numbers, 900 numbers, and 911 emergency calls.

The vendor shall describe how the proposed service accomplishes this.

6.11.1 INTAKE FACILITY VIDEO CAPABILITIES

DOC is interested in having the ability in the admitting and processing areas, to video record conversations as part of the inmate telephone service. The video recordings must contain date and time stamps which correspond to the audio recording of these calls.

The vendor shall describe how the proposed service accomplishes this.

6.12 VISITOR TELEPHONE SERVICE

DOC is interested in having the ability to listen and record visitor telephone conversations with the same call control and limitation features as the inmate telephones.

The vendor shall describe how the proposed service accomplishes this.

6.13 TEST ACCOUNTS

DOC Security requires the vendor to establish several test accounts be made available for the purposes of call quality, security call control, and billing verification. This should include the capability to establish virtual inmates with authorized call lists and billing accounts including paper bill rendering. This should be at no cost to the State.

The vendor shall describe how the proposed system will accomplish this.

7 INMATE TELEPHONE EQUIPMENT

The vendor shall provide all new telephone sets for use in the inmate housing unit, in the intake facilities admitting and processing area, and at the DOC Security Office. These telephones must be of durable quality, designed to resist abuse, and must incorporate features that adapt it for use in a correctional facility. Initial and future locations of telephones will be determined by DOC. The vendor must receive DOC approval of any telephone equipment prior to installation.

The vendor shall affirm it will comply.

7.1 INMATE TELEPHONE SETS IN HOUSING UNIT

DOC requires that all phones installed in inmate housing units include sound dampening handsets, volume control and that the handset cords be a maximum of 36 inches. Initial and future locations will be determined by DOC.

The vendor shall fully describe the proposed telephone sets for use in the housing unit and include in its proposal glossies that include a picture of the proposed phones with detailed specification sheets.

7.2 INMATE TELEPHONE SETS AT MEDICAL FACILITIES

The vendor shall provide portable (wired) inmate phones that plug into standard jacks as required. These phones must also include sound dampening handsets, volume control and handset cords with a maximum length of 36 inches.

The vendor shall fully describe the proposed telephone sets for use in the medical facilities and include in its proposal glossies that include a picture of the proposed phones with detailed specification sheets.

7.3 INTAKE FACILITIES ADMITTING AND PROCESSING TELEPHONE SETS

The proposed inmate telephones in the admitting and processing areas must have recording capabilities and as an option, an electronic identifier of the caller (i.e., visual record of the caller, video recording, snap shot imbedded into the call record). DOC requires that all phones installed in the admitting and processing areas are to include sound dampening handsets, volume control and that the handset cords be a maximum of 36 inches.

The vendor shall fully describe the proposed telephone sets for use in the admitting and processing areas and include in its proposal glossies that include a picture of the proposed phones with detailed specification sheets.

7.4 VISITING AREA TELEPHONE SETS

DOC currently uses direct connect handsets in the visiting area which only allows conversations between the inmate and visitor but is interested in having recording capabilities for these telephones. DOC would require that all telephones installed in the visiting areas to include sound dampening handsets, volume control and that the handset cords be a maximum of 36 inches.

The vendor shall fully describe the proposed telephone sets for use in the visiting areas and include in its proposal glossies that include a picture of the proposed phones with detailed specification sheets.

7.5 HEARING IMPAIRED TELEPHONE SETS

The vendor must provide a solution that is in compliance with the American Disability Act, which contains information describing the process and required equipment necessary for a hearing impaired inmate communicating with individuals on the approved call list via the inmate telephone system. These proposed sets must have the same security provisions as with standard inmate telephones. This solution must be at no additional cost to the State.

The vendor shall fully describe the proposed telephone sets for use by the hearing impaired and include in its proposal glossies that include a picture of the proposed phones with detailed specification sheets.

7.6 TELEPHONE SETS FOR TESTING

The vendor must provide an inmate telephone installed at DOC's Security Division for testing purposes with the capability to simulate actual inmate telephone functionality at various DOC facilities. Currently DOC's Security Division is located at DOC Central Office.

The vendor shall fully describe how it will comply with the above.

8 WIRING

Most of the current wiring for the inmate telephones as well as the admitting and processing telephones has been in place 10-20 years and is Category 3 to Category 5. The visiting handsets, being direct connect, currently are not cabled to any other location. The vendor must install all new inside station wiring (at least Category 6) and conduit, where needed, in compliance with the most current TIA/EIA Telecommunications Building Wiring Standards for the installation of all equipment. The vendor must obtain the DOC Project Manager's approval for all new wiring and conduit installations (including wire placement, cable category, and conduit type-plastic/metal) as part of the implementation plan.

The vendor shall affirm it will comply.

8.1 SERVICE INSTALLATION AND SITE WORK

8.1.1 INSTALLATIONS

The vendor must furnish, at no cost to the State, all necessary cables, wire, hardware and labor with such other items as necessary to complete the installation of its service. The vendor's work shall be performed in a professional manner so as to provide minimal interference with the State's operations at the premises, and meet DOC's Security requirements for installation.

The vendor may only utilize any existing DOC cables, raceway, conduit, hardware, now or in the future with prior approval from the DOC Project Manager.

The vendor shall affirm it will comply.

8.1.2 COORDINATION WITH THE STATE

The vendor shall seek approval and coordination from the designated DOC Project Manager for the installation of all cable and equipment at the DOC sites prior to installing said cable and equipment.

The vendor shall affirm it will comply.

8.1.3 RESTORATION

The vendor shall protect, replace or restore to original or better condition, any architectural or landscape features disturbed or altered by the vendor or sub-contractors (i.e. ceiling tiles, paint, structural upgrading, finished or unfinished surfaces). All damage is the sole responsibility of the vendor and the repair thereof shall be at the vendor's expense. The vendor shall be held strictly responsible for, and shall make good at its own expense, any and all damage to the work of others resulting from the delivery and/or completion of its work.

The vendor shall affirm it will comply.

8.1.4 CUT CABLES

The DOC shall not assume liability for cable cuts or damage to other building systems resulting from negligence on the part of the vendor. The cost for repair or replacement of damaged cable(s) and/or equipment shall be borne by the vendor.

The vendor shall affirm it will comply.

8.1.5 CLEAN WORK AREA

The vendor shall at all times keep the premises and the buildings free from accumulation of the vendor's waste materials and rubbish. Upon completion of each day's work, all rubbish and waste materials must be removed from the premises. The vendor must leave all areas, in which the vendor has worked, in a broom clean condition. If the vendor fails to clean up at any time, the State may do so and the cost thereof shall be charged to the vendor.

The vendor shall affirm it will comply.

8.2 INSTALLATION GUIDELINES

Any additional required station wiring and connecting hardware shall be installed using new product.

All installation methods must be in strict conformance with all applicable building, fire, and electrical codes. This must include, but is not limited to; re-establishing the fire resistance

ratings of wall, floor, and any other potential penetrations that are either created by the installation or had already existed for the purpose of telecommunications wire/cable access. All assembly penetrations must be fire stopped / fires fed to a rating equal to that of the surrounding assembly. No floors, walls, ceilings, or structural members of the existing finished or unfinished work may be drilled, cut, or in any way defaced without DOC's prior consultation and approval. The vendor shall receive approval from The DOC Project Manager prior to penetration work.

The vendor shall describe methods and practices used to ensure that damage is not caused to any State property or equipment. The vendor shall also describe methods and practices to ensure that there are no violations of applicable codes/standards/regulations.

8.3 TELECOMMUNICATIONS BUILDING WIRING STANDARDS

Unless otherwise specified by DOC, unshielded twisted pair 24 AWG cable is to be used for all station wiring, with a mid range, Category 6 cable for voice and data wiring. The vendor shall install and test all cable, and supply the DOC Project Manager with a copy of the test results in a format to be determined by the DOC Project Manager.

Station wiring for all new installation covered by this contract shall be designed and installed in accordance with the current editions of the Telecommunications Building Wiring Standards, including all Technical Service Bulletins (TSB), adopted by TIA/EIA in accordance with the American National Standards Institute (ANSI). These standards include, but are not limited to, the following:

TIA/EIA-568-B.1	Commercial Building Telecommunications Cabling Standard: General Requirements
TIA/EIA-568-B.2	Commercial Building Telecommunications Cabling Standard: Balanced Twisted-Pair Cabling Components
TIA/EIA-568-B.3	Optical Fiber Cabling Components Standard
TIA/EIA-569-A	Commercial Building Standard for Telecommunications Pathways and Spaces
TIA/EIA-570-A	Residential and Light Commercial Telecommunications Wiring Standard
TIA/EIA-598	Optical Fiber Cable Color Coding
TIA/EIA-606	The Administration Standard for the Telecommunications Infrastructure of Commercial Buildings
TIE/EIA-607	Commercial Building Grounding and Bonding Requirements for Telecommunications
TIA/EIA-758	Customer Owned Outside Plant Telecommunications Cabling Standard
TIA/EIA-862	Building Automation Cabling Standard for Commercial Buildings

A supplement that is used in conjunction with the above TIA/EIA standards is the most recent edition of the Building Industry Consulting Service International (BICSI) Telecommunications Distribution Methods Manual, "A Guide to Design and Effective Utilization". This manual provides practices and methods by which many of the requirements of the above standards are implemented.

Where conflicts exist between these standards and any specifications listed in this document, the higher specification shall apply as determined by the DOC Project Manager.

The vendor shall be responsible for the complete mechanical labeling of all as needed station jacks and all terminal blocks per DOC pre-established numbering schemes. Each DOC facility has its own unique numbering scheme; therefore, the vendor shall consult with the DOC Project Manager for specific details.

The vendor shall affirm it will comply.

8.4 STATION WIRING

For initial conversion, new station wiring shall consist of a mid range Category 6 cable that is approved by the DOC Project Manager. Unless otherwise approved by The DOC Project Manager, the station end shall be terminated in 8 PIN modular RJ-45 jacks. All eight (8) conductors shall be punched down on RJ-45 jacks per the TIA/EIA Wiring Standards utilizing the 568A pin configuration. The vendor shall install connecting hardware that is of the same category as the cable and has been tested together with the cable. The vendor shall provide the DOC Project Manager copies of said testing, upon request. The RJ-45 modular jacks shall be made to close tolerances so that the plug fits snugly into the jack. At the MDF and IDF ends, all voice pairs shall terminate on 110-type standard cross-connecting blocks, or equivalent, unless otherwise specified by the DOC Project Manager.

At the MDF and IDF ends, all data jacks shall terminate on an RJ-45 type patch panel, unless otherwise specified by the DOC Project Manager. The maximum data station cable drop length is 90 meters. The drop length is measured from the termination block in the wiring closet to the station faceplate.

At the time of installation, if the above is less than the industry standard, the vendor shall install all wiring and associate hardware in compliance with the standards as described in the TIA/EIA Telecommunications Building Wiring Standards.

The vendor shall affirm it will comply.

8.4.1 SYSTEMS FURNITURE WIRING

Any telecommunications wiring done within the systems furniture shall be in compliance with national and local electrical codes. The vendor shall be responsible for replacing any equipment that may have been temporarily removed or relocated during cable installation. Telecommunications cable and electrical cable shall be installed in separate channels, with proper shielding of the cable. If it is necessary to use the same channel, telecommunications and electrical cable shall be physically isolated from each other with a metal septum. Unless otherwise specified, the vendor shall provide an extra twenty feet of cable slack for each cable, properly secured, in the ceiling above the furniture for flexibility purposes.

If the vendor determines that the modular furniture is not suitable for telecommunications wiring (no separate telecommunications channel, bend radius cannot be met, etc.), the vendor shall immediately notify the DOC Project Manager.

The vendor shall affirm it will comply.

8.4.2 STATION JACKS

Where practical, station jacks are to be flush mounted. Both flush mounted and surface mounted jacks are to be installed a minimum of twelve (12) inches above finished floors, or to match pre-existing jack configuration. Surface mounted jacks shall be avoided and utilized only with the approval of the DOC Project Manager. Any deviation must be approved by the DOC Project Manager.

Jacks utilized with systems furniture shall be compatible with the furniture, and recommended by the manufacturer or supplied by the systems furniture vendor. The vendor may provide jacks, or the vendor may be required to use jacks/mounting equipment supplied by others, or by the State. Jacks shall be securely affixed to systems furniture; no Velcro or other adhesive attachments will be permitted unless approved by the DOC Project Manager.

As-built drawings are a mandatory requirement for each site and shall be provided to the DOC Project Manager prior to acceptance of the site installation and service activation.

Any DOC requested moves, adds or changes made to the installed base shall require the vendor to provide updated as-built drawings as part of existing documentation. The vendor shall provide the DOC Project Manager with electronic updates or paper upon request.

The vendor shall affirm it will comply.

8.4.3 GROUNDING REQUIREMENTS

The vendor shall ensure that bonding and grounding of cables and raceways is performed according to the National Electrical Code and TIA/EIA standards.

The vendor shall affirm it will comply.

8.5 INTERMEDIATE DISTRIBUTION FRAMES (IDF)

The IDF shall consist of cross connect blocks for the station wiring, and where needed, shall contain patch panels and the local data and voice equipment that serves each IDF service area.

Cross connections will be completed in a neat and organized fashion, and shall be installed using the appropriate means to keep them sufficiently taut and free from movement.

The vendor may be required to install backboards in the IDF. Backboards shall be 3/4" finished-grade plywood painted with two coats fire resistant paint with color specified by the DOC Project Manager, and shall be securely fastened to the wall, placed vertically (unless local conditions preclude it), 18 inches above the finished floor. Any required ladder rack shall be installed as specified by the DOC Project Manager.

The vendor shall affirm it will comply.

8.6 VOICE AND DATA PATCH PANEL ASSEMBLIES

Modular 110-type patch panels shall be used on the distribution side of the network where the workstation cables are terminated to the backside of the panel, and cross-connects are done on the front side. Modular patch panel (copper) wiring shall be installed to an eight (8)-pin configuration where all 4-pair UTP conductors are punched down in accordance with the TIA/EIA 568A cabling standard. Horizontal and vertical wire managers shall be provided for all patch panel assemblies.

All products associated with the patch panel assemblies shall be physically and electrically compatible with each other. Each patch panel jack shall be numbered and mechanically labeled for easy identification of terminal/phone station locations and distribution ports from host equipment (i.e. computer controller or voice/data switch). Patch panels for both copper and fiber optic architectures shall be UL listed and in compliance with any local, state, or federal codes.

The vendor shall affirm it will comply.

8.7 ELECTRICAL POWER

The vendor shall be responsible for providing the DOC Project Manager the electrical specifications required to power its systems. The vendor may utilize existing outlets with prior DOC approval.

The vendor shall affirm it will comply.

8.8 FASTENERS - MANDATORY

All exposed fasteners in common areas shall be security type screws. Security screws shall match DOC facility requirements.

The vendor shall affirm it will comply.

8.9 CONDUIT STRAPS

Conduit straps shall be single hole cast metal type in concealed spaces and two-hole galvanized metal type on all exposed areas. Straps in exposed areas are to be installed every 18 inches.

The vendor shall affirm it will comply.

8.10 RACEWAYS

Metal raceways are to be installed for all station wiring and must be a minimum of three quarter inch.

The vendor shall affirm it will comply.

9 IMPLEMENTATION

DOC requires that the vendor convert one DOC site at a time to the new system in accordance with priorities defined by DOC. The final approved schedule will be at the discretion of DOC. It is the intent of DOC to have the implementation achieve full statewide implementation within a year or sooner. An acceptance test may be required for each DOC facility/site. DOC shall be the sole determinant of the success of these acceptance tests. As it is the intent of DOC to minimize the disruption of service, DOC may choose to use non-standard work schedules at some or all facilities for system transition as this may expedite the conversion.

The vendor shall affirm it will comply.

9.1 VENDOR PROJECT MANAGER

Within 10 days of the effective date of the master agreement, the vendor shall provide a full time project manager for the duration of the implementation until DOC has accepted all system components and services. The project manager shall be responsible for the management and implementation of the project plan, all transition requirements and acceptance testing.

The vendor shall affirm it will comply.

9.2 PROPOSED IMPLEMENTATION PLAN

The proposed implementation plan must include expected time frames, vendor and DOC staff requirements, an explanation of system downtime, and limitations, or interruptions to be encountered during the implementation process. Installation, testing and acceptance at DOC Central Office (Security Division) must occur first. Once the DOC Project Manager has accepted the testing at DOC Central Office, installation should begin at another facility site (order of site installation to be determined by DOC) within one week of this acceptance. This process shall continue until installation, testing, acceptance and activation has occurred at all DOC facilities. If an acceptance testing fails, the installation at other DOC facilities will cease until the issue is resolved and re-testing is successful. It is understood that the site acceptance testing may need to be performed without 100% of the inmate telephones installed and operational. The vendor shall submit a proposed project plan in MS Project. The Plan must be

specific with regards to time frames for installation, testing, acceptance and activation. This Plan must include at least the following elements:

- Implementation plan:
 - Transition from the current vendor,
 - Wiring installation where required,
 - Network installations,
 - Workstation installations,
 - Inmate telephone installations,
- Risk management and mitigation plan
- Acceptance test plan (required for each individual site)
- Training plan
- Communications plan for DOC
- Communications plan for the Public
- Communications plan for the Inmates
- Performance and service level plan
- Project reporting process and mechanisms
- Change management process
- Configuration management plan

The vendor shall provide its proposed implementation plan.

9.3 DOC APPROVED IMPLEMENTATION PLAN

The vendor shall perform site surveys at all DOC facilities/sites, coordinating this effort with the DOC Project Manager. These surveys shall commence within 30 days of the effective date of the master agreement.

The vendor project manager shall submit updated implementation plans within 10 days of each site survey, accounting for actual work to be performed, to the DOC Project Manager.

The DOC Project Manager will respond to the vendor, approving and/or making recommend changes to said plan. The implementation shall commence within 15 days of the DOC Project Manager's approval.

The vendor shall affirm it will comply.

9.4 DOCUMENTATION

The vendor must provide full, complete and up-to-date documentation specific to DOC implementation no later than the beginning of implementation. The documentation shall include at a minimum:

- Detailed flowchart(s) depicting the entire inmate call process from the moment an inmate picks up the receiver to the completion of the call. The flow chart(s) shall include the time intervals for each phase of call completion.

- Network diagrams and documentation of all circuits, routers, switches and other components (if requested by DOC)
- Documentation of security and operational procedures
- User documentation for administrators
- User documentation for investigators
- Training information for inmates (English and Spanish)
- Information for called parties (English and Spanish)

The vendor shall affirm it will comply.

9.5 CALL RECORDING MIGRATION

DOC currently stores 90 days of recordings on the current vendor's system and an unlimited number of days for preserved "locked" calls.

The vendor shall describe its ability to transfer existing recordings from the current vendor system to the proposed system.

9.6 EXISTING EQUIPMENT

The vendor shall be responsible for the removal, inventory creation/validation, storage and coordination of the return of all existing GTL equipment no later than forty-five (45) days after the successful completion of a facilities acceptance test. The vendor provided storage location must be approved by DOC Project Manager. The vendor shall provide the DOC Project Manager the equipment inventory along with the signed GTL receipt for the removed equipment.

The vendor shall describe how it will accomplish the above.

10 TRAINING

10.1 DOC STAFF AND INMATE TRAINING - MANDATORY

The vendor shall provide all DOC required training at no cost to the State.

The vendor shall affirm it will comply.

10.1.1 DOC STAFF TRAINING

The vendor shall provide DOC staff hands-on training, applicable instruction materials, and access to ongoing training and instruction to users and administrators of the inmate telephone service. In addition to hands-on training, the vendor shall provide web-based training. Training is required at the time of installation, with any new updates to the equipment, software or service, for any newly appointed DOC employee, or when deemed necessary by DOC.

The vendor shall describe all training, general content, instruction materials, and proposed length of the training. The vendor shall also describe the ratio of trainers per number of participants. The vendor shall acknowledge training will be accommodated at the request of DOC with little or no prior notice.

10.1.2 INMATE TELEPHONE TRAINING

Upon initial conversion to the vendor's proposed service, the vendor shall provide instruction materials for the inmate population describing the use and functions of the inmate telephones. During the life of the contract, the vendor shall provide additional quantities and updates as requested by DOC. The final draft of these materials, in both English and Spanish, must be reviewed and approved by the DOC Director of Security or designee prior to vendor printing and delivery.

The vendor shall affirm it will comply.

11 SYSTEM MAINTENANCE

11.1 REPAIR, MAINTENANCE AND MAC WORK - MANDATORY

The vendor shall be solely responsible for the maintenance and support for all of its system components including but not limited to telephones, pedestals, circuits, network components, software, call processors and all other elements of its service. The vendor shall be responsible for the repair or replacement of all equipment damaged regardless of the cause including but not limited to inmate damage, natural disaster, and DOC actions or operations at no cost to the State for the life of the contract. For repairs, the vendor shall notify the DOC contact person one (1) hour in advance of site visit.

The vendor must agree to the above paragraph and completely describe its maintenance and support capability, methods and procedures.

11.1.1 DOC AUTHORIZED REPRESENTATIVES

DOC Director of Security or designee will establish an authorized list of CT DOC individuals who have the authority to open trouble tickets, MAC work, request maintenance dispatch or support services outside of normal business hours. The vendor will only act on the approval of a member on the authorized list.

The vendor shall describe how it will comply.

11.2 TROUBLE REPORTING

The vendor shall describe its ability to provide DOC an electronic trouble ticket system via the vendor's proposed system to initiate trouble tickets for repairs, track the real time status and provide current and historical reports of those tickets. This system should generate an auto tracking number or other unique identifier immediately upon initiation into the system. All updates to open trouble tickets should be sent in real time electronically to the originator of the ticket as well as to the DOC Director of Security or designee. The system shall include, at a minimum:

- Date and time trouble reported
- Name of DOC staff member reporting trouble
- Name of affected DOC facility
- Trouble ticket number
- Date and time of arrival and check-in at site (if applicable)
- Name of vendor staff performing the service

- Description of trouble
- Diagnosis of trouble and work performed
- Date and time trouble was corrected
- Length of time ticket remained open
- Status of open tickets

11.2.1 TROUBLE REPORTING DEDICATED TOLL FREE TELEPHONE NUMBER

The vendor shall provide a dedicated toll free telephone number for DOC that will reach a live help desk contact if the electronic help desk system is not capable of electronically generating a ticket. This contact must be located within the continental United States, Alaska or Hawaii, and be available 24/7/365.

The vendor shall affirm it will comply.

11.3 REPAIR PRIORITY LEVELS AND PERFORMANCE REQUIREMENTS

In the table below, DOC has defined repair priority levels along with its associated performance requirements. Knowing that this list is not all inclusive, DOC, at its discretion, may deem any repair as a priority 1, 2 or 3.

At the time of the initial report of a repair, the vendor shall immediately work with DOC staff, using the vendor's remote diagnostic capability in order to rectify the problem. If remote diagnostics is unavailable, a technician must be on-site within two (2) hours.

The vendor must describe what steps it will take to meet or exceed the performance requirements listed below:

Priority Level	Characteristics	Performance Requirement
1	Loss of critical functionality as determined by DOC	4 hour resolution
	Complete system failure	
	Complete loss of recording functions at a DOC site	
	Complete loss of call monitoring capabilities at a DOC site	
	Complete loss of administrative or investigative access or function at a DOC site	
	When 50% or more of inmate telephones are not working in a specific area / housing unit	
2	Loss of significant functionality as determined by DOC	8 hour resolution
	Loss of call monitoring capabilities at a DOC site (other than a complete loss)	
	Data back-up failure	
	When 50% or less of inmate telephones are not working in a specific area / housing unit	
3	Loss of non-significant functionality as determined by DOC	24 hour resolution
	Software fixes not critical to operations	
	Loss of trouble ticket system	

11.4 SYSTEM AUTO-MONITORING

The vendor's proposed system should have auto-monitoring capabilities, alerting the vendor of potential system malfunctions or disruptions of service. In addition, the vendor shall provide fault management capabilities that recognize, isolate, correct, and log faults that occur in the system.

The vendor shall describe how the proposed service will address the above requirement.

11.5 NOTIFICATION OF SYSTEM FAILURES

The vendor must provide DOC Security Division and other identified individuals, with real time contact notification of all Priority 1 system alerts and alarms (as defined in the previous table) including the final resolution of all incidents. In addition, the vendor must notify the affected facility designee and DOC Security of any failure and provide an estimated time of service restoration. For extended outages, the vendor must provide a detailed plan of repair, including how the vendor will provision alternative service during an extended disruption of service

The vendor shall provide a detailed description of notification capabilities.

11.5.1 SYSTEM RELIABILITY

The vendor must provide details on all incidents of system failures in the last three (3) years, including priority levels (see above table) which resulted in an interruption of service. Identify the cause of the failure including whether it was a system malfunction (hardware or software) or human error.

11.6 HARDWARE/SOFTWARE REPLACEMENT

The vendor shall maintain a complete set of replacement parts for all hardware and software components of the service. The vendor shall include in its proposal a written plan of action for delivery of the hardware/software in the event of a failure. Such plan shall include, but not be limited to:

- Immediate emergency service restoration
- Complete system replacement
- Personnel resources required

During the life of the contract, the vendor shall also maintain, at a minimum, three “hot spare” workstations at DOC Central Office.

The vendor shall describe how the proposed service will address the above requirement.

11.7 ESCALATION PROCEDURE

The vendor shall provide its escalation procedure for 24-hour coverage to be invoked in the event that first level vendor maintenance personnel are unable to remedy DOC's service request. The vendor shall provide escalation procedures, for each level up to the Company President/Owner, that include, at minimum, the following:

- A list of individuals (by name and title) at each level of escalation;
- The role of each individual in the escalation process;
- Email address;
- Wireless and work telephone numbers.

These escalation lists and processes must be kept current, and both DOC and DOIT shall be notified two weeks in advance of changes so that all appropriate personnel can be notified.

The vendor shall describe the automatic escalation that takes place within its organization.

11.8 PREVENTIVE MAINTENANCE

At least quarterly the vendor shall perform preventive maintenance, on-site inspections, test routines, and diagnostics on the systems as recommended from the manufacturer. The schedule shall be consistent with the operating requirements of DOC and shall be based upon the specific needs of the equipment being maintained. The vendor shall notify the DOC Director of Security or designee twenty-four (24) hours in advance of site visit.

Preventive maintenance, that may disrupt service to the users, may be required to be done outside of normal business hours. The vendor shall fully describe its preventative maintenance plan including, but not limited to:

- Assuring that any remote access devices and other key components are in good working condition.
- Checking and testing battery back-up systems.
- Test system and power failure back-up operations.

The vendor shall provide the DOC Director of Security or designee, at the completion of the quarterly inspection, a report identifying the preventative items actually performed, the results of testing completed, and any changes and/or updates to either the equipment or software. There shall be no charge to the State for preventive maintenance during the life of the contract.

The vendor shall affirm it will comply.

11.9 MOVE, ADD AND CHANGE (MAC) WORK

DOC may require additional inmate telephones, workstations, and other required equipment at additional sites or locations during the life of the contract. Pre-surveys may be required for large or complicated MAC orders. The vendor shall coordinate the scheduling of all MAC orders with DOC. The vendor shall notify the DOC Director of Security or designee twenty-four (24) hours in advance of site visit.

The vendor shall describe its ability to provide DOC an electronic ordering system via the vendor's proposed system to initiate MAC tickets, track the real time status and provide current and historical reports of those tickets. This system should generate an auto tracking number or other unique identifier immediately upon initiation into the system. All updates to open MAC tickets should be sent in real time electronically to the originator of the ticket as well as to the DOC Director of Security or designee. The system shall include, at a minimum:

- Date and time MAC ticket is opened
- Name of DOC staff member opening ticket
- Name of affected DOC site
- MAC ticket number
- Date and time of arrival and check-in at site (if applicable)
- Name of vendor staff performing the service
- Description of MAC work requested
- Description of MAC work completed
- Date and time MAC ticket was completed
- Length of time ticket remained open
- Status of open tickets

11.9.1 MAC WORK TOLL FREE TELEPHONE NUMBER

The vendor shall provide a dedicated toll free telephone number for DOC that will reach a live contact if the MAC system is not capable of electronically generating a ticket. This contact must be located within the continental United States, Alaska or Hawaii, and be available 24/7/365.

The vendor shall affirm it will comply.

11.10 REPAIR, MAINTENANCE AND MAC REPORTS

The vendor shall furnish the DOC Director of Security or designee with a monthly report, in a format approved by DOC, of all repair, maintenance and MAC work requests.

The vendor shall describe how the proposed service will address the above requirement.

11.11 PERFORMANCE REVIEWS

The vendor shall agree to provide a face-to-face review, every month or quarter, at DOC's discretion, to discuss performance indicators and trends and a summary of service issues.

The vendor shall affirm it will comply.

12 CUSTOMER SERVICE FOR DOC AND THE PUBLIC

12.1 SUPPORT SERVICES FOR DOC - MANDATORY

The vendor customer support personnel must be located within the continental United States, Alaska or Hawaii.

The vendor shall provide the locations of its customer service and technical support centers.

12.1.1 PRINCIPAL TECHNICAL SUPPORT REPRESENTATIVES

The vendor must provide toll free access for technical support to DOC 24 hours per day 7 days per week. The vendor shall assign primary and secondary representatives who will be knowledgeable of CT DOC's operational and support requirements and service levels and will act as DOC's principal liaison for both technical and customer support and be available 24 hours per day 7 days per week. When the primary liaison is unavailable, the secondary shall assume those duties.

The vendor shall affirm it will comply.

12.2 CUSTOMER SERVICE FOR THE PUBLIC

Of major concern to DOC and DOIT is the requirement that the vendor provide inmate families with responsible, reliable customer service and support as outlined herein. The vendor customer support personnel should be located within the continental United States, Alaska or Hawaii.

The vendor shall identify the locations of its customer service centers for the public.

12.2.1 CUSTOMER SERVICE CAPABILITY

DOC requires the vendor to provide and publish a dedicated international toll free telephone number for access to knowledgeable customer service staff from, at a minimum, 8:00 am to

6:00 pm EST, 365 days per year. All customer service representatives must be knowledgeable with regards to the specifics of the Connecticut contract and service/billing options. They must also have access to up-to-date customer account information including at a minimum billing, payment and blocked call status and history. The customer service representative must also be able to provide support regarding rate inquiries and billing disputes.

The vendor must provide live customer support in a minimum of Spanish and English.

The vendor shall fully describe its customer service including but not limited to: average queue time, ability to reach a live operator, mean time to resolution, ability to be immediately passed to supervisor, customer service staff multilingual capabilities, ability of customer service staff to identify a caller from Connecticut, languages it can support and hours of availability.

12.2.2 CUSTOMER ACCOUNT ACCESS

The vendor shall provide customers with secure web based access to account information including billing, payment and blocked call status and history. Customers should be provided the capability to securely add funds to their pre-paid account on-line.

The vendor shall describe how your solution provides this functionality and explain its capabilities.

12.2.3 CALL BLOCKING

The vendor must notify customers within 48 hours of initiating a block on calls. The vendor must provide the customer with an explanation as to why the block is being initiated and the action required by the customer to remove the block. DOC may require the vendor to provide a periodic report of newly blocked accounts with explanation as to why the block was imposed.

The vendor shall describe its process for customer notification of blocking calls.

13 PHASE-OUT PLAN

The vendor will transfer ownership of the then current telephones, hardware, software and all associated cabling to DOC at the end of the contract. The vendor will provide DOC a software license, at no cost to the State, to operate the then current system.

The vendor shall provide DOC a full explanation on how it will handle a transition situation at the end of the contract period. Any DOC owned equipment located outside the DOC sites, such as recording equipment and software with applicable licenses, shall be provided to the new vendor or DOC at no cost to DOC or the new vendor. The vendor shall provide any and all data including call recordings, inmate authorized call lists, and call detail records to DOC.

The vendor shall describe its phase-out plan including all requirements as described above.

14 VENDOR ORGANIZATION

14.1 COMPANY OVERVIEW

The vendor shall provide historical, financial, sales, and organizational information, organizational chart, 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 shall be provided.

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

COMPANY PROFILE – SAMPLE SERVICES, 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
<i>and so forth...</i>	

14.2 SUMMARY OF QUALIFICATIONS

The vendor shall submit satisfactory evidence that, in the sole judgment of DOC, it has at least three (3) years current experience in providing an integrated inmate calling service with monitoring, recording and call control features as described in this RFP.

The vendor shall provide the names of all Federal, State, county and local correctional facilities and agency contact information where its services have been used in the past three (3) years.

14.3 FINANCIAL OVERVIEW

The vendor shall provide evidence of its financial stability and resources to continue operations to meet the requirements of this RFP. Revenue attributable to the inmate telephone services over the three most recent years shall be given, along with the most recently available certified audited financial annual financial statement for the last fiscal year and such other materials necessary to demonstrate its financial soundness. All financial penalties and liquidated damages imposed in the last three (3) years shall be disclosed. If none, state so.

14.3.1 COPY OF ANNUAL STATEMENT - PUBLIC COMPANIES ONLY

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

14.4 VENDOR CUSTOMER REFERENCES

The vendor shall submit three (3) customer references to support their experience claims. Incomplete or incorrect client contact information will be evaluated to the vendor's detriment. Current employees of the State may not be used as one of the above three references. The

vendor shall provide the names of three different organizations of similar complexity that are current clients and include the following information for each of the references listed:

- Name and Address of Customer, Organization, or Government Entity.
- Contact Person, Title, Current Telephone Number, Address and Electronic Mail Address.
- Days of the week and times that person can be contacted.
- Date of Installation (include number of telephones and workstations).
- Was service installed of similar size and scope as outlined in this RFP?
 - Quantity of telephones
 - Quantity of workstations
 - Number of facilities where the service is installed
 - Number of active system users
 - Does the customer record all calls
 - Does the customer monitor all inmate calls
 - Does the customer use the records as evidence in court proceedings? If so, in what State(s)
 - Call detail records and call recording backup procedures

In addition to the vendor provided references, the State reserves the right to contact other known customers of the vendor.

14.5 VENDOR SUB-CONTRACTOR(S)

The vendor shall provide a description of its sub-contractor(s) including: organization name, address, telephone number, purpose for which organized, number of years in business, and a functional organization chart naming key personnel and numbers of other personnel employed by function.

The vendor shall provide information relevant to the subcontractor's qualifications and experience (company's and proposed management team members') in complying with this RFP.

14.6 VENDOR PERSONNEL

The vendor shall provide information regarding the qualifications and experience of the vendor representatives as identified in the following sections.

14.6.1 CONTACT PERSON VENDOR REPRESENTATIVE

State the name, title, address, e-mail address, fax number and telephone number of the individual who shall be responsible for the management of this contract and on-going communications with DOIT regarding this contract.

14.6.2 VENDOR IMPLEMENTATION PROJECT MANAGER DESIGNEE

The vendor shall designate an individual as the vendor's implementation project manager who will be responsible for implementing the Inmate Telephone Service. It is expected that this person will allocate sufficient time required to implement this contract and will be on-site as needed to assure timely and effective implementation.

Provide this individual's resume and at least three projects/assignments that qualify them to be assigned these duties. The dates of the relevant projects/assignments shall be included.

14.6.3 VENDOR SERVICE AND SUPPORT MANAGER

The vendor shall designate an individual as the vendor's Service and Support Manager who will be responsible for on-going service and support for the term of the contract. It is expected that this person will allocate sufficient time required to service and maintain this contract.

Provide this individual's resume and at least three projects/assignments that qualify them to be assigned these duties. The dates of the relevant projects/assignments shall be included.

14.6.4 VENDOR TECHNICAL STAFFING

The vendor is required to provide the number of technical support personnel, grouped by defined functions, serving the Connecticut account. These individuals shall be experienced in the proposed service including all associated equipment and software.

DOC requires a minimum of two full-time dedicated vendor technicians. These individuals will report directly to and receive all assignments from the DOC Director of Security or designee. These individuals shall be trained and experienced with installation and maintenance of the proposed service and equipment.

DOC reserves the right to reject any technical support personnel it determines is unqualified.

The vendor shall affirm it will comply.

14.7 REMOVAL OF PERSONNEL

The State shall have the right to require the vendor to remove any individual from their assignment to the project by the vendor or any subcontractor, if, in the opinion of the State, such employee is uncooperative, inept, incompetent, found in violation of DOC security policy, procedures or Administrative Directives or otherwise unacceptable.

The vendor shall affirm it will comply.

14.8 EXPERT WITNESS TESTIMONY

The vendor shall provide affidavits as required throughout the term of the contract at no cost to State to support any legal proceedings with regards to the inmate telephone service and shall provide expert witness testimony when needed.

The vendor acknowledges and agrees that many times, the recorded telephone conversations of inmates are used as evidence in criminal or facility violation investigations and as such, the vendor may receive written/verbal requests to provide testimony regarding monitoring equipment, system specifications, and the accuracy and reliability of the system's recorded telephone data.

The vendor shall ensure that qualified personnel are available to provide such expert testimony and those personnel respond timely and/or appear as stipulated in the request and/or legal subpoena. The vendor shall immediately notify DOC Director of Security or designee upon receipt of any related subpoenas for expert witness testimony or related documents.

The vendor shall affirm it will comply.

14.9 DOC BACKGROUND CHECKS (MANDATORY)

DOC requires that all vendor employees and subcontractors working on behalf of the vendor be cleared and authorized by the DOC Director of Security or designee prior to admittance to all DOC facilities, buildings, or grounds. Such individuals must pass a background check (see COLLECT Background Report form in Attachment 17). The vendor must submit all background check forms at least fourteen (14) days prior to anticipated access to DOC facilities, buildings, or grounds. Background checks will be required annually. DOC reserves the right to deny access and/or revoke security clearance of any vendor employee or subcontractor.

The vendor shall affirm it will comply.

14.10 VENDOR EMPLOYEE NON-DISCLOSURE AGREEMENT

The vendor shall acknowledge that the information contained in the Inmate Telephone Service is law enforcement sensitive and therefore the vendor shall ensure the security of the information.

The vendor's employees and subcontractors working on behalf of the vendor shall agree to keep confidential all information contained within the CT Inmate Telephone Service.

The vendor shall describe their employee non-disclosure policy.

14.11 VENDOR EMPLOYEE ARREST NOTIFICATION

The vendor shall agree to provide the DOC Director of Security or designee the name(s) of any vendor employee or sub-contractor employee with direct or indirect access to the Inmate Telephone Service or DOC facilities who is arrested within Connecticut. This notification shall be received by DOC within 24 hours of such arrest. The vendor shall also agree to provide the DOC Director of Security or designee, upon request, updates as well as the outcome of any such arrest(s).

The vendor shall affirm it will comply.

14.12 NEWS RELEASES / ADVERTISING

News releases and commercial advertising which pertain to the project and/or agreement shall neither be made nor authorized by the vendor without prior written approval of the CIO or designee.

The vendor shall affirm it will comply.

ATTACHMENT 7 - CONTRACT COMPLIANCE REGULATIONS AND NOTIFICATION TO BIDDER

Section 4a-60g through 4a-60j of the Connecticut General Statutes sets forth the State's Small Business Set-Aside program and the percentage of applicable purchases that must be set-aside for certified small businesses. Effective July 1, 1988, Twenty-five (25%) of the average total value of all contracts let for each of the previous three fiscal years must be set aside.

The Department of Information Technology is requesting that vendors responding to this RFP set aside a portion for a small, minority or women's business enterprise as a supplier of goods, a supplier of services and/or as a subcontractor. Prospective Vendors may obtain a list of firms certified to participate in the Set-Aside program by contacting the Department of Administrative Services (DAS), 165 Capitol Avenue Hartford, Connecticut 06106, Room G8A, Business Connections/Set-Aside Unit, Telephone (860)-713-5236. The DAS web site may be accessed at <http://www.das.state.ct.us/busopp.asp>.

Bidders may fulfill this obligation through a subcontract for any services related to this contract by utilizing small, minority or women-owned businesses as suppliers of goods or services.

During the evaluation process, special consideration will be given to those Bidders who provide documentation to evidence their utilization of a certified small minority or women's business and/or demonstrate the Bidder's commitment to, whenever possible, utilize a certified small minority or women's business. Bidders should identify the certified small minority or women's business, the goods or services the business will supply and the percentage of the overall contract amount that will be set-aside in the Technical Proposal, as well as identifying a specific dollar amount in the Business (Cost) Proposal. Note that no dollar amounts are to appear in the Technical and Business Proposal.

Additionally, Vendors are to complete the Commission on Human Rights and Opportunities Contract Compliance Monitoring Report that appears at the end of this Attachment and submit the completed, signed Report (labeled CHRO-4) with the Proposal

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

**CONTRACT COMPLIANCE REGULATIONS
NOTIFICATION TO BIDDERS**

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

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

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

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

INSTRUCTIONS AND OTHER INFORMATION

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

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

1. Definition of Small Contractor

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

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

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

<p><u>Officials, Managers and Supervisors</u> - Occupations requiring administrative personnel who set broad policies, exercise over-all responsibility for execution of these policies, and direct individual departments or special phases of a firm's operations. Includes officials, executives, middle management, plant managers, department managers, and superintendents, salaried forepersons who are members of management, purchasing agents and buyers, and kindred workers.</p> <p><u>Professionals</u> - Occupations requiring either college graduation or experience of such kind and amount as to provide a comparable background. Includes: accountants and auditors, airplane pilots and navigators, architects, artists, chemists, designers, dietitians, editors, engineers, lawyers, librarians, mathematicians, natural scientists, personnel and labor relations workers, physical scientists, physicians, social scientists, teachers, kindred workers.</p> <p><u>Technicians</u> - Occupations requiring a combination of basic scientific knowledge and manual skill which can be obtained through about 2 years of post high school education, such as is offered in technical institutes and junior colleges, or through equivalent on-the-job training. Includes: draftspersons, engineering aides, junior engineers, mathematical aides, nurses, photographers, radio operators, scientific assistants, surveyors, technical illustrators, technicians (medical, dental, electronic, physical sciences), and kindred workers.</p> <p><u>Sales Workers</u> - Occupations engaging wholly or primarily in direct selling. Includes: advertising agents and sales persons,</p>	<p><u>Skilled Workers</u> - Manual workers of relatively high skill level having a thorough and comprehensive knowledge of the processes in their work. They exercise considerable independent judgment and usually receive an extensive period of training. Includes: building trades hourly paid forepersons and lead persons who are not members of management, mechanics and repair people, skilled machining occupations, compositors and typesetters, electricians, engravers, job setters (metal), motion picture projectionists, pattern and model makers, stationary engineers, tailors, and kindred workers.</p> <p><u>Semi-Skilled Workers</u> - Workers who operate machine or processing equipment or perform other factory type duties of intermediate skill level which can be mastered in a few weeks and require only limited training.</p> <p><u>Unskilled Workers</u> - Workers in manual occupations which generally require no special training. Perform elementary duties that may be learned in a few days and require application of little or no independent judgment. Includes: garage laborers, car washers and greasers, gardeners (except farm) and grounds keepers, longshore persons and stevedores, wood cutters and choppers, laborers performing lifting, digging, mixing, loading, and pulling operations, and kindred workers.</p> <p><u>Service Workers</u> - Workers in both protective and non-protective service occupations. Includes: attendants (hospital and other institution, professional, and personal service), barbers, cleaning workers, cooks (except house-hold), counter and</p>
--	--

<p>insurance agents and brokers, real estate agents and brokers, stock and bond salespersons, demonstrators, sales people and sales clerks, and kindred workers.</p> <p>Office and Clerical Workers - Includes all clerical type work regardless of level of difficulty, where the activities are predominantly non-manual though some manual work not directly involved with altering or transporting the products is included. Includes: bookkeepers, cashiers, collectors (bills and accounts), messengers and office workers, office machine and computer operators, shipping and receiving clerks, stenographers, typists and secretaries, telegraph and telephone operators, and kindred workers.</p>	<p>fountain workers, fire fighters, police officers and detectives, security workers and doorkeepers, stewards, janitors, porters, food servers and kindred workers.</p> <p>Apprentices - Persons employed in a program including work training and related instruction to learn a trade or craft which is traditionally considered an apprenticeship, regardless of whether the program is registered with a state or federal agency.</p> <p>Trainees - Persons engaged in a formal training for craft worker when not trained under an apprenticeship program. Includes: operatives, laborer and service occupations. Also includes persons engaged in formal training for official, managerial, professional, technical, sales, office, and clerical occupations.</p>
--	--

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

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

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

BIDDER CONTRACT COMPLIANCE MONITORING REPORT

PART I - Bidder Information

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

PART II - Bidder Non-Discrimination Policies & Procedures

1. Does your company have a written Equal Employment Opportunity statement posted on company bulletin boards? <input type="checkbox"/> Yes <input type="checkbox"/> No	7. Do all of your company contracts and purchase orders contain non-discrimination statements as required by Sections 4a-60 & 4a-60a of the Conn. Gen. Stat.? <input type="checkbox"/> Yes <input type="checkbox"/> No
2. Does your company have a written sexual harassment in the workplace policy posted on company bulletin boards? <input type="checkbox"/> Yes <input type="checkbox"/> No	8. Do you, upon request, provide reasonable accommodation to employees or applicants for employment who have physical or mental disability? <input type="checkbox"/> Yes <input type="checkbox"/> No

<p>3. Do you notify all recruitment sources in writing of your company non-discrimination employment policy? <input type="checkbox"/> Yes <input type="checkbox"/> No</p>	<p>9. Does your company have a mandatory retirement age for all employees? <input type="checkbox"/> Yes <input type="checkbox"/> No</p>
<p>4. Do your company advertisements contain a written statement that you are an Equal Opportunity Employer? <input type="checkbox"/> Yes <input type="checkbox"/> No</p>	<p>10. If your company has 50 or more employees, have you provided at least two (2) hours of sexual harassment training to all of your supervisors? <input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> NA</p>
<p>5. Do you notify the CT State Employment Service of all employment openings with your company? <input type="checkbox"/> Yes <input type="checkbox"/> No</p>	<p>11. If your company has apprenticeship programs, do they meet the equal opportunity requirements of the apprenticeship standards of the CT Dept. of Labor? <input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> NA</p>
<p>6. Does your company have a collective bargaining agreement with workers? <input type="checkbox"/> Yes <input type="checkbox"/> No</p> <p>6a. If yes, do the collective bargaining agreements contain non-discrimination clauses covering all workers <input type="checkbox"/> Yes <input type="checkbox"/> No</p> <p>6b. Have you notified each union, in writing, of your commitments under the non-discrimination requirements of contracts with the State of CT? <input type="checkbox"/> Yes <input type="checkbox"/> No</p>	<p>12. Does your company have a written affirmative action plan? <input type="checkbox"/> Yes <input type="checkbox"/> No</p> <p>13. Is there a person in your company who is responsible for Equal Employment Opportunity? <input type="checkbox"/> Yes <input type="checkbox"/> No</p> <p>If yes, provide name and phone number:</p>

PART III - Bidder Subcontracting Practices

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

CONTRACT COMPLIANCE REGULATIONS (CHRO) <i>Page 4 of 4</i>	STATE OF CONNECTICUT COMMISSION ON HUMAN RIGHTS AND OPPORTUNITIES (CHRO)	CHRO-4
---	---	--------

PART IV - Bidder Employment Information

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

According to the above employment report, is the composition of your workforce at or near parity when compared with the racial and gender composition of the workforce in the relevant labor market area?

Yes No

PART V - Bidder Hiring and Recruitment Practices

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

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

Signature	Title	Date Signed	Telephone
-----------	-------	-------------	-----------

ATTACHMENT 8 – VENDOR’S CHECKLIST

**This signed CHECKLIST is required to be submitted with your proposal.
Please place a check mark next to each completed item in the right hand
column**

1	We have listed our contact person’s name, title, address, phone #, email, etc. including the Company’s FEIN number.	
2	We have provided the RFP response in properly marked, sealed envelopes or boxes before the proposal due date and time.	
3	We have provided our proposal following the page and text formats required.	
4	We have completed the Mandatory Vendor Questionnaire (Attachment 1).	
5	We have completed the Vendor Transmittal Letter as required with an original signature (Attachment 11).	
6	We have included the required forms and signed face sheets for each amendment issued after issuance of the RFP.	
7	We have provided a Table of Contents (see paragraph 6 in the RFP document).	
8	We have provided the two Executive Summaries (see RFP paragraphs 8.2 and 9.1).	
9	We have provided original signatures on both the Vendor Proposal Validation and Authorization Statement (Attachment 4).	
10	We have included a description of ourselves, including a company annual report or financial statement as required by the RFP (Attachment 6-paragraphs 14.3 and 14.3.1) and a description of relevant experience.	
11	We have included 3 references as required by the RFP (Attachment 6-paragraph 14.4).	
12	We have included the number of electronic copies as instructed in Attachment 2.	
13	We have included the number of hardcopies as instructed in Attachment 2.	
14	We have addressed all the mandatory requirements listed in the RFP and affirmed our compliance and completed Attachment 12 Vendor Mandatory Requirements Checklist.	
15	We have followed the State’s instructions for Attachments 3 and 6 by inserting our responses immediately after the paragraph.	
17	We have completed and submitted all required Vendor Certification documents (Attachment 9).	
17	We have completed, signed and returned the Commission on Human Rights and Opportunities Compliance Monitoring Report. (Part V of Attachment 7)	
18	We have read and understand the State of Connecticut Conceptual Architecture Principles and Requirements for Technology Architecture. We have also read and understand the nine domain architecture documents that comprise the State of Connecticut Enterprise Architecture - Technology Architecture.	

19	We acknowledge that the proposal is the sole property of the State of Connecticut.	
20	We will comply with Executive Order No. Nineteen and will use a System Development Methodology that is equal to or meets the intent of the State of Connecticut System Development Methodology:	
21	We, _____, (Company Name) accept the terms and conditions of this RFP. Any exceptions that we have taken to this RFP are attached in writing to the Vendor Transmittal Letter (Attachment 11).	
22	It is our intention to use _____ _____ (provide name of intended Subcontractor) to perform work under the contract that results from this RFP (see Attachment 6 Paragraph 14.5).	

VENDOR
 NAME: _____

SUBMITTED
 BY: _____
 Print Name

 Signature Date



**STATE OF
CONNECTICUT**
**DEPARTMENT OF INFORMATION
TECHNOLOGY**
CONTRACTS & PURCHASING DIVISION
101 EAST RIVER DRIVE, 4th Floor
EAST HARTFORD, CT 06108-3274
www.ct.gov/doit

BID NUMBER 10ITZ0119
Purchasing Contact: Kris Wohlgemuth
E-mail Address: Kris.Wohlgemuth@ct.gov

ATTACHMENT 9 - VENDOR CERTIFICATIONS

VENDOR CERTIFICATIONS

- 1) OPM Ethics Form 1 – Gift and Campaign Contribution Certification.
- 2) OPM Ethics Form 5 – Consulting Agreement Affidavit.
- 3) OPM Ethics Form 6 – Affirmation of Receipt of State Ethics Laws Summary
- 4) Plain Language Summary of State Ethics Laws for Current and Potential State Contractors.
- 5) SEEC FORM 11 - Notice To Executive Branch State Contractors And Prospective State Contractors Of Campaign Contribution And Solicitation Ban.
- 6) Nondiscrimination Certification Requirement
- 7) Nondiscrimination Certification 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 contactor below;
- 4) "Applicable Public Official or State Employee" means any public official or state employee described in C.G.S. §4-252(c)(1)(i) or (ii);
- 5) "Gift" has the same meaning given that term in C.G.S. § 4-250(1);
- 6) "Planning Start Date" is the date the State agency began planning the project, services, procurement, lease or licensing arrangement covered by this Contract, as indicated by the awarding State agency below; and
- 7) "Principals or Key Personnel" means and refers to those principals and key personnel of the Contractor, and its or their agents, as described in C.G.S. §§ 4-250(5) and 4-252(c)(1)(B) and (C).

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

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

CAMPAIGN CONTRIBUTION CERTIFICATION:

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



STATE OF CONNECTICUT GIFT AND CAMPAIGN CONTRIBUTION CERTIFICATION

Lawful Campaign Contributions to Candidates for Statewide Public Office:

<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

<u>Department of Information Technology</u> Awarding State Agency	_____
	Planning Start Date

Contract Number or Description



STATE OF CONNECTICUT CONSULTING AGREEMENT AFFIDAVIT

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

INSTRUCTIONS:

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

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

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

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

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

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

Start Date	End Date	Cost
------------	----------	------

Description of Services Provided: _____

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

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

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

Printed Name of Bidder or Vendor	Signature of Chief Official or Individual	Date
	Printed Name (of above)	Dept. of Info. Technology Awarding State Agency

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

**Commissioner of the Superior Court
 or Notary Public**



**STATE OF CONNECTICUT
AFFIRMATION OF RECEIPT OF STATE ETHICS LAWS SUMMARY**

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

INSTRUCTIONS:

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

CHECK ONE:

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

IMPORTANT NOTE:

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

AFFIRMATION:

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

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

Signature Date

Printed Name Title

Firm or Corporation (if applicable)

Street Address City State Zip

Department of Information Technology
Awarding State Agency

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

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

RESTRICTIONS ON THE BENEFITS YOU MAY GIVE TO STATE PERSONNEL

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

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

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

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

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

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

RULES ON HIRING STATE PERSONNEL

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

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

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

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

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

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

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

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

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

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

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

OTHER ETHICS PROVISIONS THAT MAY APPLY TO YOU

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

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

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

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

- (1) Soliciting information from a public official or state employee that is not available to other bidders for that contract, with the intent to obtain a competitive advantage over other bidders;
- (2) intentionally or recklessly charging a state agency for work not performed or goods or services not provided, or falsifying invoices or bills; or
- (3) intentionally violating or trying to circumvent the state competitive bidding and ethics laws.

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

SEEC FORM 11

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

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

Campaign Contribution and Solicitation Ban

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

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

Duty to Inform

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

Penalties for Violations

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

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

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

Contract Consequences

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

Contributions made or solicited in violation of the above prohibitions, in the case of a prospective state contractor, shall result in the contract described in the state contract solicitation not being awarded to the prospective state contractor, unless the State Elections

Enforcement Commission determines that mitigating circumstances exist concerning such violation.

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

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

Definitions:

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

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

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

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

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

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

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

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

NONDISCRIMINATION CERTIFICATION REQUIREMENT

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 – Affidavit
By Entity
For Contracts Valued at \$50,000 or More

Documentation in the form of an affidavit signed under penalty of false statement by a chief executive officer, president, chairperson, member, or other corporate officer duly authorized to adopt corporate, company, or partnership policy 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. Sign form in the presence of a Commissioner of Superior Court or Notary Public. Submit to the awarding State agency prior to contract execution.

AFFIDAVIT:

I, the undersigned, am over the age of eighteen (18) and understand and appreciate the obligations of an oath. I am _____ of _____, an entity
Signatory's Title Name of Entity

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

I certify that I am authorized to execute and deliver this affidavit 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

Printed Name

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

**Commissioner of the Superior Court/
Notary Public**

Commission Expiration Date



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 Name of Entity Title

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
Name of State or Commonwealth

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

Department of Information Technology
Awarding State Agency

ATTACHMENT 10 – EVALUATION AND SELECTION CRITERIA

1 EVALUATION AND SELECTION PROCEDURES

1.1 GENERAL CONSIDERATIONS

All proposals that are properly submitted will be accepted by DOIT. However, DOIT reserves the right to request necessary clarifications, reject any or all proposals received, or cancel this RFP, as determined to be in best interest of the State.

Only those proposals that are determined to be sufficiently responsive will be evaluated. Failure to comply with the instructions or failure to submit a complete proposal may deem a proposal not sufficiently responsive. DOIT may reject any proposal that is incomplete, non-responsive, or in which there are significant inconsistencies or inaccuracies.

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

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

Minimum Mandatory Proposal Requirements are as follows:

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

2 EVALUATION METHODOLOGY

Each proposal will be evaluated and scored by a Proposal Review Team. The Proposal Review Team will include members that have subject matter expertise necessary to evaluate the vendors ability to deliver products or services set forth in, Attachment 6, Vendor, Business, and Technical Requirements. The Proposal Review Team will conduct a comprehensive, fair, and impartial evaluation of proposals received in response to this procurement.

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

1. Experience/Qualifications/Financial Stability

- The vendor's qualifications, including but not limited to, financial position, from the Audited Financial Statements that are required to be submitted with the proposal i.e., legal standing, ethics compliance, small business or minority certification, CHRO compliance.
- The vendor's documented experience in successfully completing projects of a similar size and scope, ideally, in the same or comparable line of business, to those required by this RFP or the vendor has implemented an equivalent system for another governmental entity.
- 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.

2. Understanding of the Project

- The vendor's ability to comprehend the business drivers to be addressed by the proposed solution.
- The vendor's solution is within the scope of the functional, non-functional and technical requirements (Attachment 6.).

3. Meeting the technical requirements

- The vendor's demonstration of how all aspects of the proposed service will meet the Agency needs.
- The vendor's detailed approach to perform the services required by the technical requirements of this RFP (Attachment 6).
- The vendor's solution meets the business and technical requirements for a secure, robust comprehensive service.

4. Execution of project/project management

- The overall ability of the vendor, as judged by the Evaluation Team, to begin and successfully complete the project within the Project Implementation Schedule. This

judgment will include, but will not be limited to, such factors as vendor staff commitment to the project, project management, and project organization.

- The vendor has clearly described any roles and responsibilities of vendor or State staff in the implementation and deployment of the project.

5. Training

- The vendor has clearly described the nature of training for each type of training required by the technical requirements of this RFP (Attachment 6).

6. Technical Support

- The vendor has described the nature and methods of provision of technical and Help Desk support.
- The vendor has agreed to meet or exceed the Repair Priority Levels and Performance Requirements of this RFP (Attachment 6).
- The vendor's ability to provide support as defined in this RFP (Attachment 6).

7. Financial

- The vendor has provided rates for standard collect call rates and prepaid discounted (at a minimum 25%) call rates for intrastate, interstate, and international.
- The vendor has provided a commission rate to the State equal to or greater than 45% of the commissionable revenue (as defined in Attachment 6).
- The vendor agrees as to the method of calculating the "commissionable revenue".
- The vendor has provided alternate rates for standard collect calls and prepaid discounted (at a minimum 25%) calls for intrastate, interstate, and international should the State eliminate commissions at a later date.

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 the Procurement Schedule (Section 3.1.1) of this RFP. The proposals will be reviewed to assure the submission of the correct number of copies (hard copy and electronic, 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 EVALUATION OF PROPOSALS

Evaluations will be conducted in accordance with DOIT procurement procedures. Only proposals that meet the minimum mandatory proposal requirements will be considered for evaluation. During the evaluation process, the Evaluation Team reserves the right to initiate discussions with vendors who submit responsive or potentially responsive proposals for the purpose of clarifying aspects of the proposals. However, proposals may be accepted and evaluated without such discussion. The Evaluation Team reserves the right to waive minor irregularities. Qualifying proposals will be presented to the DOIT Technical Architecture Review Board to determine compatibility with the State of Connecticut IT environment. Any proposal determined to be incompatible with the State of Connecticut CTEA and technical requirements will not receive further consideration.

The State will give preference to a responding vendor who's primary place of business is in the State of Connecticut if, and only if, the evaluation criteria results in substantially similar scores between the Connecticut-based vendor and another vendor.

4.1 BUSINESS, TECHNICAL AND OPERATIONAL PROPOSAL EVALUATION CRITERIA

The evaluation of qualified proposals will be scored in each of the areas identified above in Section 2, Evaluation Methodology. While a maximum score of **9000** (2000 for Vendor Organization and 7000 for Technical Service) is possible; proposals should achieve a minimum score of **4500** points (**50%** of the total possible points) to be considered responsive. Any proposal that fails to achieve the minimum score may not receive further consideration.

The Proposal Review Team members will meet as a total team to score the proposals. At this time, the Vendor, Business, and Technical evaluation points will be discussed. As a result of this discussion, the Proposal Review Team will come to a consensus score on each individual evaluation criterion.

4.2 EVALUATION OF FINANCIAL PROPOSALS

The evaluation of the Financial Proposal from Attachment 3 shall be worth a maximum total of **1,000** points.

4.3 COMBINED PROPOSAL EVALUATION

Proposal scores for Requirements set forth in Attachment 6, Vendor, Business, and Technical Requirements will be summed with the Financial Proposal scores. The proposal receiving the highest score will be selected as the successful vendor.

5 GENERAL CONTRACT NEGOTIATION AND AWARD PROCESS

5.1 ORAL PRESENTATIONS OR PRODUCT DEMONSTRATIONS

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

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

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

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

5.2 BEST AND FINAL OFFER

The Proposal Review Team may determine if it is in the best interest of the project to seek a "Best and Final Offer" from vendors submitting acceptable or potentially acceptable proposals. The "Best and Final Offer" would provide a vendor the opportunity to update its original financial proposal. The Evaluation Team reserves the right to determine whether or not to exercise this option.

6 CONTRACT AWARD

If the Proposal Review Team, through the DOIT CIO, awards the right to negotiate a contract as a result of this procurement, the successful prime contractor shall be advised of the award intention by letter. The successful prime contractor shall then indicate agreement to enter into a contract with DOIT in the most expeditious manner feasible. The contract awarded for the services purchased as a result of this RFP will be originated by DOIT.

ATTACHMENT 11 – VENDOR TRANSMITTAL LETTER

_____, 2011

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

Ms. Shirley:

[Name of Vendor] is pleased to have the opportunity to submit a proposal for Inmate Telephone Service, RFP # 10ITZ0119. We look forward to the opportunity of doing business with the State of Connecticut. Our point of contact for any RFP issues or questions will be:

First Name, Last Name: _____

Title: _____

Name of Vendor: _____

Division/Department: _____

Address 1: _____

Address 2: _____

City, State, Zip Code: _____

E-Mail Address: _____

Telephone & Ext: _____

Fax Number: _____

We attest that we understand, accept and will comply with all of the administrative requirements stipulated in *Section 2* of the RFP # 10ITZ0119. We certify that:

No financial proposal information has been disclosed in the Vendor, Business, and Technical Proposal (Section 1).

The costs and revenue 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.

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

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

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

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

All products and services 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.

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 (Original)

Date

Sworn and subscribed before me on this _____ day of _____, 2010

Commissioner of the Superior Court
Notary Public

ATTACHMENT 12 – MANDATORY REQUIREMENT CHECKLIST

Vendor must agree to comply with the follow mandatory requirements in Attachment 3 and Attachment 6:

Attachment 3 Mandatory Requirements:

Circle or X One:

1.1.1	Commission Rate Spreadsheet - MANDATORY	yes	no
1.2.4	Per Minute Call Rates Spreadsheet - MANDATORY	yes	no
2.1.4	Alternate Per Minute Call Rates Spreadsheet - MANDATORY	yes	no

Attachment 6 Mandatory Requirements:

Circle or X One:

14.9	DOC Background Checks - MANDATORY	yes	no
2.3	Vendor Proposed System Changes/Modifications - MANDATORY	yes	no
2.10	Readiness of Offered Services - MANDATORY	yes	no
3.3	DOC Account Access - MANDATORY	yes	no
3.5.1	Emergency System Shut Down - MANDATORY	yes	no
4.1.1	Proposed System Administration Demonstration - MANDATORY	yes	no
6.3	English and Spanish Capability - MANDATORY	yes	no
6.5.1	Call Recording Notification - MANDATORY	yes	no
6.6	Collect Calls - MANDATORY	yes	no
6.7	Discounted Pre-Paid Service - MANDATORY	yes	no
6.11	Intake Facility Telephone Service - MANDATORY	yes	no
8.9	Fasteners - MANDATORY	yes	no
10.1	DOC Staff and Inmate Training - MANDATORY	yes	no
11.1	Repair, Maintenance and MAC Work - MANDATORY	yes	no
12.1	Support Services for DOC - MANDATORY	yes	no

**ATTACHMENT 13 – EXECUTIVE ORDER NO. 19 - SYSTEM DEVELOPMENT
METHODOLOGY**

STATE OF CONNECTICUT

BY HER EXCELLENCY

M. JODI RELL

GOVERNOR

EXECUTIVE ORDER NO. 19

WHEREAS, the State of Connecticut spends millions of dollars each year on the acquisition, design, development, implementation, and maintenance of information systems vital to the health, safety, and welfare of its citizens; and

WHEREAS, ensuring information systems deliver as expected and within established costs and timelines requires the use of a consistent set of development practices and methods; and

WHEREAS, use of a System Development Methodology is a best practice used extensively by industries and sectors; and

WHEREAS a System Development Methodology can help ensure that information systems meet state and agency mission objectives, are compliant with current and planned technical architecture, and are easily maintained and cost-effective to enhance.

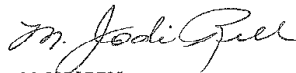
NOW THEREFORE, I, M. Jodi Rell, Governor of the State of Connecticut, acting by virtue of the authority vested in me by the constitution and by the statutes of this state, do hereby **ORDER** and **DIRECT** that:

The Department of Information Technology (DOIT) issue and publish a System Development Methodology (SDM) and an SDM Policy for the development of information systems;

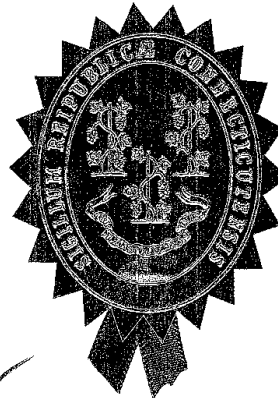
Executive branch agencies, and all information technology vendors and consultants retained by Executive Branch agencies to develop and deliver technology, with the exception of State institutions of higher education, conform to the DOIT SDM and the DOIT SDM Policy when planning and executing IT projects; and

The Department of Information Technology shall periodically report to the Office of the Governor on the implementation of the SDM and the SDM Policy and their benefits to the State of Connecticut.

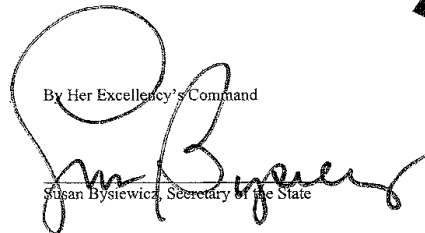
Dated at Hartford, Connecticut, this 19th day of June, 2008.



M. JODI RELL
Governor



By Her Excellency's Command



Susan Bysiewicz, Secretary of the State



ATTACHMENT 14 - SYSTEMS DEVELOPMENT METHODOLOGY (SDM) OVERVIEW

SDM Frequently Asked Questions:

Q: What is the SDM policy?

A: On Friday, June 20, Governor M. Jodi Rell issued Executive Order 19 requiring the use of the Department of Information Technology (DOIT) System Development Methodology (SDM) for all information technology (IT) projects in the Executive Branch. In addition, the Department of Information Technology has issued a new policy requiring the use of the SDM.

Q: Does my project have to use the SDM?

A: All technology projects are required to utilize the SDM lifecycle framework, with the exception of the following:

- Any technology project with an estimated implementation cost that is **less than \$50,000** is **NOT REQUIRED** to adopt SDM.

Q: Are smaller projects required to execute all SDM lifecycle phases and complete all deliverables?

A: The PMO will be delivering an "SDM Lite" version of the methodology which is specifically targeted for smaller projects. "SDM Lite" is targeted for completion within the first quarter of 2009.

Until the "SDM Lite" version is delivered, smaller projects with an estimated implementation cost of \$50,000 or more, are required to follow the FRAMEWORK of SDM (e.g., demonstrate 7 distinct phases, but highly accelerated). However, the project managers and directors should use judgment regarding the deliverables created, the level of detail within each deliverable, and the participants in the Phase-End review meetings. The project risk for these smaller project scenarios should be a significant factor in determining which deliverables will be required and the level of depth to which they will be completed.



Systems Development Methodology (SDM) Overview

SDM Frequently Asked Questions (Cont'd):

Q: How many phases of the System Development Methodology (SDM) are there and when will the SDM documentation be completed?

A: There are seven phases to the SDM - Business Issues, Business Requirements, Design, Construction, Testing, Implementation, and Post-Implementation. The entire SDM Methodology is complete and available within the SDM website.

Q: Who are the typical PSC members?

A:

- Agency Commissioners or Designee
- Executive Director or Designee
- Divisional Directors
- Not members of the day-to-day Project Team (i.e. not on the Project Wheel)

Q: What does the PSC do?

A:

- Sets business strategies within the targeted area;
- Sets priorities and allocates resources (people and budgets);
- Makes *Go*, *No-Go*, or *Redirect* decisions for any project in the business area throughout the entire project life cycle.



Systems Development Methodology (SDM) Overview

SDM v1.1 Deliverables by Phase

Business Issue	Business Requirements	Design	Construction	Testing
<ul style="list-style-type: none"> •Business Options Paper •High-Level Cost/Benefit Analysis •Project Profile •Project Team Wheel •Phase-End Decision-Point Meeting 	<ul style="list-style-type: none"> •Business Process Model •Business Requirements Document •Deployment Strategy & Plan •Project Management Plan •Requirements Traceability Matrix •Solution Recommendation •Phase-End Decision Point Meeting 	<ul style="list-style-type: none"> •General Design Review •Detailed Design Review •Project Configuration Plan •Release Strategy & Plan •Selected Solution •System Design Document •System Security Profile •Technical Requirements Document •Test Strategy & Plan •Phase-End Decision-Point Meeting 	<ul style="list-style-type: none"> •Backout/Recovery Plan •Code & Unit Testing •Code Review •Disaster Recovery Plan •Environment Migration Checklist •Development/ Test Environments •Test Scenarios/Cases •Test Data •Training Plan •User Doc & Training Materials •Phase-End Decision-Point Meeting 	<ul style="list-style-type: none"> •Environment Migration Checklist •Integration Testing •System Testing •User Acceptance Testing •Performance Testing •Recovery Testing •Test Summary Report •System Bill of Materials •Production Support & Admin Document •Production Turnover Checklist •Phase-End Decision Point Meeting
			Implementation	Post-Implementation
			<ul style="list-style-type: none"> •Business Process Change Deployment •Technology Solution Deployment •End-User Training •Approved Production Turnover •Phase-End Decision Point Meeting 	<ul style="list-style-type: none"> •Lessons Learned •Project Summary •Project Shutdown

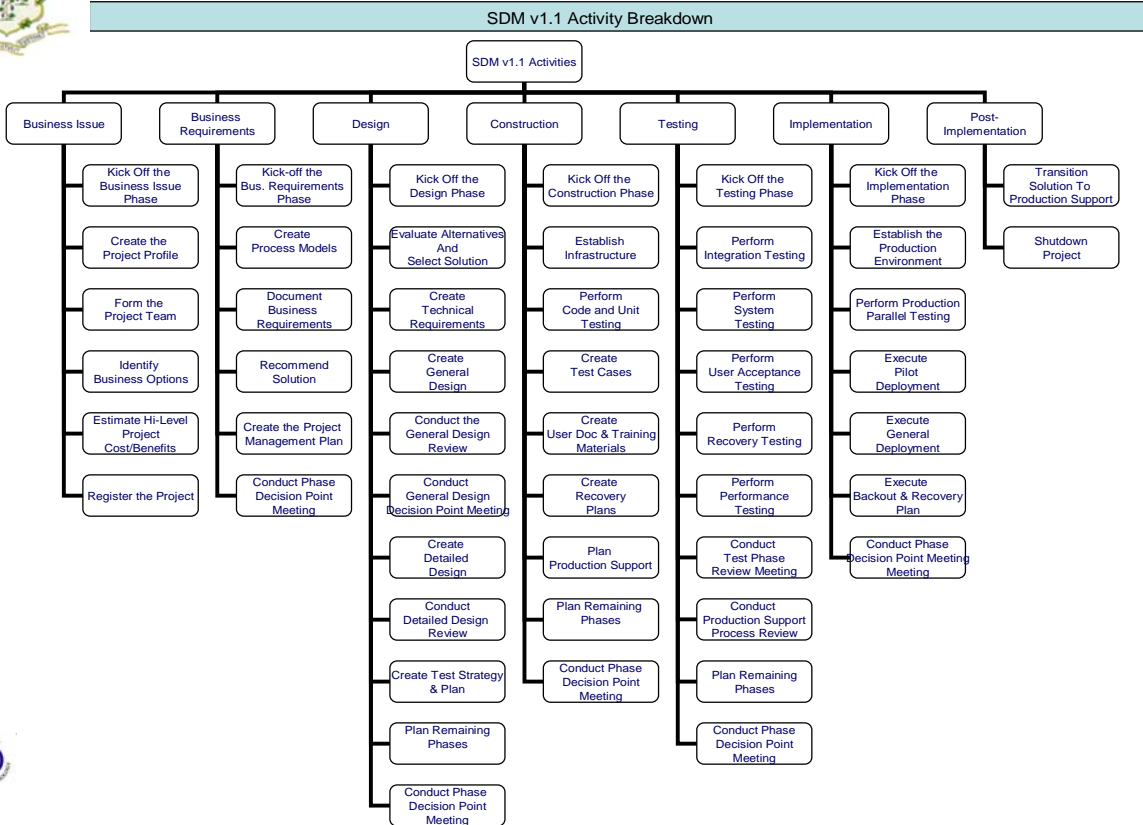
Deliverables Updated Each Phase:



Project Management Plan	Detailed Phase Schedule	Project Budget Summary	Project Team Wheel
Cost/Benefit Analysis	Risk Management Plan	Quality Strategy & Plan	Communication Plan
Deployment Strategy & Plan			



Systems Development Methodology (SDM) Overview





Systems Development Methodology (SDM) Overview

SDM v1.1 Narrative Overview

The SDM includes seven phases during which defined IT work products are created or modified. Not every project will require that the phases be sequentially executed; however, the phases are interdependent. Depending upon the size and complexity of the project, phases may be combined or overlap. Every advance to the next phase of the SDM requires a reasoned "Go/No-Go" decision, and a formal sign-off from the Executive Sponsor. Cost-benefit data and analysis should become more detailed at each phase.

Phase 1: Define 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.

Phase 2: Business Requirements Phase

The concept is further developed to describe how the business will operate once the new solution is in place (role and process changes). Functional business requirements are defined including data, system performance, security, accessibility, and maintainability requirements. Requirements need to be measurable and testable. The project plan is developed which documents the project scope, timeline, budget, projected benefits, risks, resources, and key assumption regarding the project delivery. The high-level deployment strategy & plan is created during this phase.

Phase 3: Design Phase

The physical characteristics of the system are designed during this phase. The operating environment is established, major subsystems and their inputs and outputs are defined, and processes are allocated to resources. Everything requiring user input or approval must be documented and reviewed by the user. 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.





Systems Development Methodology (SDM) Overview

SDM v1.1 Narrative Overview

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 cases, the Infrastructure Team procures and installs the required hardware/software and network 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.



ATTACHMENT 15 – PROJECT IMPLEMENTATION 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

ATTACHMENT 16 – DOC FACILITY PROFILE

The following table is a complete list of DOC's current locations including DOC Central Office, Correctional Institutions, and Correctional Centers (Intake Facilities). Be advised that the number of Inmates does fluctuate, facilities may open and close and the quantity of inmate phones may also change over the life of the resulting contract.

DOC Facility	Main Telephone Number	Number of Inmates (As of 7/1/10)	Quantity of Inmate Telephones	Security Level	Intake Facility
DOC Central Office 24 Wolcott Hill Rd, Wethersfield 06109	(860) 692-7480	n/a	n/a	n/a	No
Bergin Correctional Institution 251 Middle Turnpike, Storrs 06268	(860) 487-2712	1,009	57	2	No
Bridgeport Correctional Center 1106 North Avenue, Bridgeport 06604	(203) 579-6131	963	79	4	Yes
Brooklyn Correctional Institution 59 Hartford Road, Brooklyn 06234	(860) 779-4500	456	30	3	No
Cheshire Correctional Institution 900 Highland Avenue, Cheshire 06410	(203) 651-6100	1,491	183	4	No
Corrigan Correctional Center 986 Norwich-New London Tpke, Uncasville 06382	(860) 848-5700	1525	107	3 & 4	Yes
Cybulski Correctional Institution 264 Bilton Road, Somers 06071	(860) 763-6500	included with Willard	30	2	No
Enfield Correctional Institution 289 Shaker Road, Enfield 06082	(860) 763-7300	725	36	3	No
Garner Correctional Institution 50 Nunnawauk Road, Newtown 06470	(203) 270-2800	622	60	4	No
Gates Correctional Institution 131 North Bridebrook Road, Niantic 06357	(860) 691-4700	883	69	2	No
Hartford Correctional Center 177 Weston Street, Hartford 06120	(860) 240-1800	1,134	114	4	Yes
John Dempsey Hospital (UConn) 263 Farmington Avenue, Farmington 06030	(860) 679-2000	medical only	2	n/a	No
MacDougall Correctional Institution 1153 East Street, South, Suffield 06080	(860) 627-2100	2,124	113	5	No
Manson Youth Institution 42 Jarvis Street, Cheshire 06410	(203) 806-2500	630	61	4	Yes
New Haven Correctional Center 245 Whalley Avenue, New Haven 06511	(203) 974-4111	803	72	4	Yes
Northern Correctional Institution 287 Bilton Road, Somers 06071	(860) 763-8600	356	30	5	No

State of Connecticut, Department of Information Technology
Request for Proposals
Inmate Telephone Service

DOC Facility	Main Telephone Number	Number of Inmates (As of 7/1/10)	Quantity of Inmate Telephones	Security Level	Intake Facility
Osborn Correctional Institution 335 Bilton Road, Somers 06071	(860) 814-4600	1,954	94	3	No
Radgowski Correctional Center 982 Norwich-New London Tpke, Uncasville 06382	(860) 848-5700	included with Corrigan	38	3 & 4	Yes
Robinson Correctional Institution 285 Shaker Road, Enfield 06082	(860) 253-8000	1,478	70	3	No
Walker RSMU 1151 East Street, South, Suffield 06080	(860) 292-3400	included with MacDougall	26	4	No
Webster Correctional Institution (closed in 1/2010) 111 Jarvis Street, Cheshire 06410	(203) 271-5900	facility closed - annex included with Cheshire	34	2	No
Willard Correctional Institution 391 Shaker Road, Enfield 06082	(860) 763-6100	1,160	28	2	No
York-East Correctional Institution * 199 West Main Street, Niantic 06357	(860) 739-5413	1,118	146	2-5	Yes
York-West Correctional Institution * 201 West Main Street, Niantic 06357	(860) 691-6700	included with York-East	included with York-East	2-5	Yes

* Actually 2 facilities (York-East and York-West) reported as one in call usage spreadsheets (see Attachment 18)

ATTACHMENT 17 – COLLECT BACKGROUND REPORT FORM

As previously stated in Attachment 6 paragraph 14.9, DOC requires that all vendor employees and subcontractors working on behalf of the vendor complete and submit the following Collect Background Report forms at least fourteen (14) days prior to anticipated access to DOC facilities, buildings, or grounds.

COLLECT BACKGROUND REPORT FOR VENDORS/CONTRACTORS

Fax to Attention: Tracie Gadrow 860-692-7703

NAME	_____	D.O.B.	_____
	(LAST) (FIRST) (MI)		(MM/DD/YYYY)
MAIDEN NAME	_____	SSN	_____
HGT.	_____	WGT.	_____
RACE	_____	SEX	_____
EYES	_____	HAIR	_____
SCARS TATTOOS	_____	VENDOR:	_____
DRIVER'S LICENSE #	_____	STATE	_____
SUBMITTED BY	_____	DATE	_____

OFFICIAL USE ONLY:

POSITIVE
RESPONSE

NO PRIOR
CONVICTIONS

- FL02 DRIVER INFO _____
- FLQW CT VEHICLE/WANTED INQ.
- SPRC CT MASTER FILE
- SPSC CT SUSPENSE FILE
- OBTS OFF. BASED TRACKING CHECK
- FLQH INTERSTATE III CHECK
- RT45SS DOC SS CHECK
- RT45NM DOC NAME CHECK
- FLIQ OUT OF STATE CHECKS
- RI _____
- NY _____
- MA _____
- _____

<input type="checkbox"/>
<input type="checkbox"/>
<input type="checkbox"/>
<input type="checkbox"/>
<input type="checkbox"/>
<input type="checkbox"/>
<input type="checkbox"/>
<input type="checkbox"/>
<input type="checkbox"/>
<input type="checkbox"/>
<input type="checkbox"/>
<input type="checkbox"/>
<input type="checkbox"/>
<input type="checkbox"/>
<input type="checkbox"/>

<input type="checkbox"/>
<input type="checkbox"/>
<input type="checkbox"/>
<input type="checkbox"/>
<input type="checkbox"/>
<input type="checkbox"/>
<input type="checkbox"/>
<input type="checkbox"/>
<input type="checkbox"/>
<input type="checkbox"/>
<input type="checkbox"/>
<input type="checkbox"/>
<input type="checkbox"/>
<input type="checkbox"/>
<input type="checkbox"/>

CHECK COMPLETED BY _____ DATE _____

Comments/Findings:					
OFFICIAL USE ONLY:					
Arrest Date:	Arresting Agency/Docket Number:	Charge:	Level: Misd. or Fel.	Date Disposed:	Court Disposition:

Please note: this form will not be processed if incomplete or illegible

Please read and sign below in the presence of a witness

ACKNOWLEDGEMENT

I, the undersigned, acknowledge and understand that the Connecticut Department of Correction (CTDOC) can deny any individual entry to any correctional facility administered by the CTDOC at any time.

Signature of Applicant _____ Date Signed _____

Signature of Witness _____ Date Signed _____

ATTACHMENT 18 – CURRENT INMATE CALLING USAGE

Pre-Paid Collect Calling:

The following two spreadsheets contain the quantity of minutes used and calls placed by inmates using the current inmate telephone service for the period June 2009 through May 2010. This usage information is for the pre-paid collect calling service, and is provided for each individual facility.

ATTACHMENT 18 - CURRENT INMATE CALLING USAGE

PRE-PAID COLLECT CALLING - MINUTES

DOC Facility	Minute Type	Jun-09	Jul-09	Aug-09	Sep-09	Oct-09	Nov-09	Dec-09	Jan-10	Feb-10	Mar-10	Apr-10	May-10	Total
	Interstate	131	118	14	11	75	99	199	146	258	341	548	581	2,521
	Internat'l	0	0	0	0	0	0	0	0	0	0	0	0	0
New Haven	Local	36,785	34,353	33,101	28,090	35,349	29,767	26,203	24,121	30,015	32,633	38,823	35,576	384,816
	IntraLATA	8,053	7,358	6,098	6,685	7,514	7,495	7,458	8,971	8,048	8,222	9,671	8,215	93,788
	InterLATA	0	603	642	0	0	0	0	44	234	263	50	0	1,836
	Interstate	958	1,067	1,066	847	518	458	732	1,190	611	894	1,164	1,166	10,671
	Internat'l	0	0	81	231	123	52	15	30	46	136	61	51	826
Northern	Local	1,252	1,258	1,281	1,393	815	1,176	1,034	742	1,109	1,429	1,586	1,325	14,400
	IntraLATA	744	1,080	995	1,475	2,053	3,907	3,289	2,657	3,506	2,776	1,587	1,927	25,996
	InterLATA	418	0	43	0	0	0	0	0	0	0	0	0	461
	Interstate	59	305	394	420	360	325	117	180	231	436	147	0	2,974
	Internat'l	0	75	135	75	120	60	106	0	125	0	0	0	696
Osborn	Local	19,943	14,658	13,470	12,997	13,500	13,447	14,693	14,500	19,670	17,479	20,175	20,827	195,359
	IntraLATA	36,801	31,087	39,109	40,207	38,934	35,714	42,246	39,430	50,711	47,704	51,641	49,994	503,578
	InterLATA	0	0	0	0	0	0	0	0	0	0	0	0	0
	Interstate	2,710	2,186	2,699	2,407	2,123	2,074	2,894	2,883	2,576	2,958	3,038	3,069	31,617
	Internat'l	36	26	41	125	111	130	108	93	37	24	12	70	813
Radgowski	Local	10,921	7,391	6,266	7,649	7,508	8,648	9,951	8,576	7,772	6,855	8,699	8,704	98,940
	IntraLATA	27,029	24,480	24,534	25,805	30,871	29,063	31,521	35,754	34,300	33,258	33,070	33,073	362,758
	InterLATA	0	0	0	107	0	65	26	40	11	60	0	158	467
	Interstate	1,669	979	1,038	975	1,020	1,042	1,599	1,966	1,232	1,282	1,297	855	14,954
	Internat'l	0	0	0	0	0	0	0	0	45	0	15	0	60
Robinson	Local	39,828	38,902	35,132	28,662	28,828	35,782	42,997	48,845	53,947	49,809	46,324	46,982	496,038
	IntraLATA	48,956	49,176	55,664	54,284	50,016	53,341	57,302	62,504	84,139	77,048	77,305	68,459	738,194
	InterLATA	210	191	192	243	270	165	60	135	1,554	1,649	857	112	5,638
	Interstate	1,906	1,575	1,780	1,889	1,465	2,215	3,056	2,786	3,026	2,669	3,160	2,709	28,236
	Internat'l	539	384	406	429	428	412	391	358	376	199	225	261	4,408
Walker	Local	12,663	13,118	11,245	12,651	14,416	15,093	14,162	13,182	19,962	15,652	19,101	19,829	181,074
	IntraLATA	21,951	23,834	22,939	25,914	24,258	25,397	28,805	25,178	34,732	35,165	36,459	33,851	338,483
	InterLATA	216	197	186	225	315	180	30	119	218	221	220	255	2,382
	Interstate	1,106	1,004	1,195	1,543	1,711	1,749	2,036	1,233	2,250	2,798	2,294	1,422	20,341
	Internat'l	477	315	240	406	420	359	370	240	297	294	337	177	3,932
Webster *	Local	14,079	19,081	15,767	7,893	8,781	9,637	8,359	5,809	6,139	2,595	3,477	2,509	104,126
	IntraLATA	14,174	17,551	15,246	14,108	13,416	12,440	13,498	6,538	7,821	6,570	7,137	9,373	137,872
	InterLATA	0	11	52	0	0	0	0	0	0	0	0	0	63
	Interstate	360	180	297	276	350	315	229	176	235	811	147	71	3,447
	Internat'l	0	0	0	0	0	0	0	0	0	0	0	0	0
Willard	Local	6,074	7,118	4,511	4,647	5,308	5,332	9,396	8,408	7,303	8,614	7,808	6,080	80,599
	IntraLATA	19,929	18,844	18,150	14,260	16,198	14,714	20,804	19,831	18,056	14,687	22,148	17,638	215,259
	InterLATA	181	178	163	194	20	0	0	0	0	0	0	0	736
	Interstate	1,174	827	870	913	1,188	1,436	1,334	990	981	858	1,074	1,353	12,998
	Internat'l	0	0	0	0	0	0	0	0	0	0	0	0	0
York **	Local	914	1,578	1,435	942	824	1,616	1,856	1,398	1,958	1,255	624	1,912	16,312
	IntraLATA	29,039	28,264	28,014	26,970	28,594	31,257	30,942	28,383	13,921	29,969	33,501	31,955	340,809
	InterLATA	180	0	0	0	0	0	0	0	0	0	15	0	195
	Interstate	2,189	1,667	987	1,205	1,523	1,682	1,745	1,717	2,386	1,878	2,008	1,829	20,816
	Internat'l	44	93	0	105	99	52	55	34	45	58	75	45	705
TOTALS	Local	343,657	315,443	303,223	277,147	299,154	302,395	321,539	318,671	363,789	325,162	367,488	353,711	3,891,379
	IntraLATA	521,723	485,620	494,183	485,467	501,621	526,773	558,690	551,013	651,629	636,056	698,177	639,870	6,750,822
	InterLATA	1,803	1,417	2,006	1,608	1,864	1,617	1,945	2,469	4,873	4,933	6,125	5,782	36,442
	Interstate	28,945	27,430	28,709	28,072	27,940	28,689	32,830	29,871	37,920	38,255	38,931	39,215	386,807
	Internat'l	1,497	1,181	1,134	1,579	1,541	1,289	1,423	1,297	1,344	1,312	1,298	1,204	16,099
GRAND TOTAL MINUTES		897,625	831,091	829,255	793,873	832,120	860,763	916,427	903,321	1,059,555	1,005,718	1,112,019	1,039,782	11,081,549

* Webster Facility Closed 1/15/2010 - Usage includes the annex only

** Actually 2 facilities (York-East and York-West) reported as one

ATTACHMENT 18 - CURRENT INMATE CALLING USAGE

PRE-PAID COLLECT CALLING - CALLS

DOC Facility	Minute Type	Jun-09	Jul-09	Aug-09	Sep-09	Oct-09	Nov-09	Dec-09	Jan-10	Feb-10	Mar-10	Apr-10	May-10	Total
Bergin	Local	431	520	613	586	469	471	466	535	496	211	362	532	5,692
	IntraLATA	4,804	4,281	3,816	3,736	3,904	4,024	4,514	4,637	6,434	6,648	7,070	6,413	60,281
	InterLATA	0	0	0	0	18	19	46	51	84	117	177	177	689
	Interstate	155	131	132	123	118	138	127	128	134	177	218	246	1,827
	Internat'l	0	0	0	0	0	0	0	0	0	0	0	0	0
Bridgeport	Local	1,930	1,655	1,508	1,186	1,314	1,091	1,841	1,911	2,458	1,831	1,641	1,665	20,031
	IntraLATA	1,947	1,720	1,630	1,567	1,952	2,174	2,313	2,120	2,484	2,377	2,757	2,444	25,485
	InterLATA	15	4	40	25	19	0	16	24	19	10	90	109	371
	Interstate	166	189	213	207	120	93	180	182	351	342	301	294	2,638
	Internat'l	12	2	0	0	0	0	10	9	8	4	4	1	50
Brooklyn	Local	3	40	108	89	105	122	288	275	255	203	120	21	1,629
	IntraLATA	1,236	1,293	1,248	1,269	1,241	1,055	1,191	1,182	1,586	1,499	1,499	1,449	15,748
	InterLATA	0	0	1	1	0	2	2	3	3	2	1	1	16
	Interstate	104	89	69	70	84	69	60	57	92	62	62	75	893
	Internat'l	0	0	3	0	0	0	0	0	0	0	0	0	3
Cheshire	Local	1,992	1,868	2,054	1,695	1,744	1,772	1,843	1,957	2,084	2,051	2,451	2,214	23,725
	IntraLATA	2,347	2,347	2,669	2,141	2,339	2,476	2,742	2,504	2,710	2,765	3,282	4,685	33,007
	InterLATA	0	0	0	0	0	0	0	0	0	0	0	25	25
	Interstate	140	138	166	153	170	187	247	203	262	268	309	317	2,560
	Internat'l	2	1	5	3	0	1	2	1	6	28	21	14	84
Corrigan	Local	980	794	804	962	1,053	1,079	1,136	686	945	997	995	849	11,280
	IntraLATA	1,092	1,093	908	651	814	896	897	928	1,016	974	753	650	10,672
	InterLATA	0	0	0	0	0	0	0	0	0	0	0	0	0
	Interstate	53	63	90	139	105	91	133	104	154	168	158	97	1,355
	Internat'l	0	0	0	0	6	3	4	7	4	2	4	9	39
Cybulski	Local	717	447	503	360	484	878	788	875	928	702	990	978	8,650
	IntraLATA	2,323	2,153	2,125	2,032	2,283	2,456	2,071	2,304	2,929	3,183	3,518	2,964	30,341
	InterLATA	0	0	0	0	5	3	11	11	11	9	12	16	78
	Interstate	109	108	103	109	189	183	75	53	78	81	171	239	1,498
	Internat'l	0	0	0	0	0	0	0	0	0	4	0	1	5
Enfield	Local	1,096	1,385	1,463	1,475	1,312	1,242	1,173	1,097	1,041	1,058	1,216	1,093	14,651
	IntraLATA	2,092	1,802	2,057	2,036	2,175	2,395	2,122	2,177	2,464	2,280	2,598	2,418	26,616
	InterLATA	0	6	19	20	2	0	0	0	0	0	0	0	47
	Interstate	126	166	186	171	209	188	197	167	223	219	191	196	2,239
	Internat'l	0	0	0	1	4	8	10	18	8	7	10	8	74
Garner	Local	195	69	108	113	136	144	135	156	69	77	130	105	1,437
	IntraLATA	1,094	1,052	1,066	1,209	1,195	1,044	919	1,077	1,115	929	1,122	1,266	13,088
	InterLATA	4	0	0	0	0	0	0	0	0	0	0	0	4
	Interstate	105	132	131	141	102	114	175	162	198	195	209	224	1,888
	Internat'l	0	0	2	0	0	0	0	2	0	0	1	1	6
Gates	Local	329	227	613	397	571	579	423	574	503	440	565	613	5,834
	IntraLATA	3,763	3,258	3,548	3,580	3,378	3,759	3,815	3,759	4,343	4,314	4,921	4,495	46,933
	InterLATA	16	12	18	24	0	0	0	0	0	0	0	8	78
	Interstate	51	65	53	54	89	129	118	67	82	88	80	82	958
	Internat'l	0	0	0	0	0	0	0	0	0	0	0	0	0
Hartford	Local	4,387	3,518	3,073	3,056	3,686	3,057	3,074	2,412	3,452	3,221	4,153	3,921	41,010
	IntraLATA	388	341	306	317	363	388	402	485	851	593	700	617	5,751
	InterLATA	0	0	0	0	0	0	0	0	0	0	0	0	0
	Interstate	122	114	117	99	143	103	88	101	213	86	115	161	1,462
	Internat'l	0	0	1	0	0	0	0	0	0	0	0	9	10
John Dempsey (UCONN)	Local	0	0	0	0	0	0	0	0	3	0	0	0	3
	IntraLATA	20	0	9	1	32	61	6	5	25	6	71	2	238
	InterLATA	0	0	0	0	0	0	0	0	0	0	0	0	0
	Interstate	0	0	0	0	0	0	2	0	0	0	1	0	3
	Internat'l	0	0	1	0	0	0	0	0	0	0	0	0	1
MacDougall	Local	1,940	1,874	2,010	2,013	1,842	1,971	1,838	1,374	2,136	1,965	2,245	2,237	23,445
	IntraLATA	2,226	2,008	2,215	2,080	2,108	2,542	3,061	2,672	3,256	2,879	3,192	3,154	31,393
	InterLATA	23	0	0	0	0	0	0	0	0	0	0	38	61
	Interstate	254	262	249	174	145	162	165	152	179	200	223	275	2,440
	Internat'l	23	26	11	11	10	8	6	6	7	4	10	9	131
Manson	Local	879	831	1,061	947	823	1,006	1,002	1,144	1,394	1,249	1,485	1,312	13,133
	IntraLATA	999	821	721	866	878	1,221	882	853	1,223	1,107	1,416	1,291	12,278
	InterLATA	0	0	0	6	52	62	64	75	84	68	83	95	589

ATTACHMENT 18 - CURRENT INMATE CALLING USAGE

PRE-PAID COLLECT CALLING - CALLS

DOC Facility	Minute Type	Jun-09	Jul-09	Aug-09	Sep-09	Oct-09	Nov-09	Dec-09	Jan-10	Feb-10	Mar-10	Apr-10	May-10	Total
	Interstate	11	13	3	2	7	9	22	14	22	27	49	50	229
	Internat'l	0	0	0	0	0	0	0	0	0	0	0	0	0
New Haven	Local	2,693	2,495	2,444	2,070	2,631	2,201	1,917	1,802	2,235	2,459	2,921	2,633	28,501
	IntraLATA	612	560	480	524	567	574	564	680	617	631	713	623	7,145
	InterLATA	0	42	44	0	0	0	0	4	21	24	4	0	139
	Interstate	86	100	97	88	52	38	61	92	50	82	90	98	934
	Internat'l	0	0	6	17	11	4	1	2	4	10	5	4	64
Northern	Local	89	86	89	98	59	83	73	52	78	103	113	92	1,015
	IntraLATA	56	82	77	112	148	277	229	183	252	195	121	140	1,872
	InterLATA	0	0	3	0	0	0	0	0	0	0	0	0	3
	Interstate	31	23	31	30	26	24	8	13	17	30	11	0	244
	Internat'l	4	5	9	5	8	4	8	0	9	0	0	0	52
Osborn	Local	1,491	1,127	1,071	1,045	1,050	1,057	1,118	1,134	1,499	1,363	1,586	1,656	15,197
	IntraLATA	2,845	2,477	3,081	3,202	3,021	2,802	3,252	3,069	3,932	3,718	3,991	3,945	39,335
	InterLATA	0	0	0	0	0	0	0	0	0	0	0	0	0
	Interstate	216	183	228	206	177	171	222	228	215	248	251	256	2,601
	Internat'l	4	3	3	17	16	17	16	15	4	3	1	6	105
Radgowski	Local	781	553	483	565	561	634	726	612	558	498	633	622	7,226
	IntraLATA	2,054	1,851	1,883	1,983	2,337	2,187	2,369	2,669	2,581	2,516	2,511	2,507	27,448
	InterLATA	0	0	0	8	0	5	2	3	1	4	0	12	35
	Interstate	143	92	88	84	87	92	140	149	105	111	105	68	1,264
	Internat'l	0	0	0	0	0	0	0	0	3	0	1	0	4
Robinson	Local	2,837	2,781	2,600	2,049	2,058	2,523	3,060	3,484	3,882	3,675	3,379	3,412	35,740
	IntraLATA	3,743	3,800	4,275	4,138	3,804	4,038	4,335	4,756	6,248	5,874	5,871	5,212	56,094
	InterLATA	17	15	14	18	18	11	4	9	107	116	59	8	396
	Interstate	152	135	156	172	142	191	259	240	248	234	279	240	2,448
	Internat'l	40	28	29	33	31	29	30	27	26	14	16	18	321
Walker	Local	931	970	845	952	1,107	1,146	1,048	968	1,461	1,384	1,442	1,498	13,752
	IntraLATA	1,692	1,828	1,782	1,978	1,867	1,941	2,223	1,927	2,623	2,683	2,762	2,600	25,906
	InterLATA	16	14	13	15	21	12	2	8	16	15	15	17	164
	Interstate	103	84	106	145	140	143	162	109	201	239	193	118	1,743
	Internat'l	32	21	16	29	30	24	25	17	22	19	23	12	270
Webster *	Local	1,037	1,388	1,148	581	636	694	609	409	433	200	253	185	7,573
	IntraLATA	1,099	1,322	1,154	1,059	998	949	1,007	510	593	506	536	703	10,436
	InterLATA	0	1	4	0	0	0	0	0	0	0	0	0	5
	Interstate	30	15	23	23	36	33	22	16	17	61	16	5	297
	Internat'l	0	0	0	0	0	0	0	0	0	0	0	0	0
Willard	Local	433	553	340	345	397	416	705	637	561	624	574	431	6,016
	IntraLATA	1,566	1,443	1,405	1,137	1,225	1,157	1,601	1,528	1,401	1,164	1,750	1,436	16,813
	InterLATA	42	38	35	46	4	0	0	0	0	0	0	0	165
	Interstate	95	64	68	68	89	114	106	89	83	70	80	112	1,038
	Internat'l	0	0	0	0	0	0	0	0	0	0	0	0	0
York **	Local	76	147	154	88	96	157	150	112	156	94	45	141	1,416
	IntraLATA	2,356	2,348	2,347	2,159	2,353	2,541	2,509	2,374	2,766	2,506	2,705	2,587	29,551
	InterLATA	16	0	0	0	0	0	0	0	0	0	1	0	17
	Interstate	221	148	81	114	121	146	146	153	202	171	177	190	1,870
	Internat'l	3	9	6	13	9	4	4	3	3	4	5	3	66
TOTALS	Local	25,247	23,328	23,092	20,672	22,134	22,323	23,413	22,206	26,627	24,405	27,299	26,210	286,956
	IntraLATA	40,354	37,880	38,802	37,777	38,982	40,957	43,024	42,399	51,449	49,347	53,859	51,601	526,431
	InterLATA	149	132	191	163	139	114	147	188	346	365	442	506	2,882
	Interstate	2,473	2,314	2,390	2,372	2,351	2,418	2,715	2,479	3,126	3,159	3,289	3,343	32,429
	Internat'l	120	95	92	129	125	102	116	107	104	99	101	95	1,285
GRAND TOTAL CALLS		68,343	63,749	64,567	61,113	63,731	65,914	69,415	67,379	81,652	77,375	84,990	81,755	849,983

* Webster Facility Closed 1/15/2010 - Usage includes the annex only

** Actually 2 facilities (York-East and York-West) reported as one

Standard Collect Calling:

The following two spreadsheets contain the quantity of minutes used and calls placed by inmates using the current inmate telephone service for the period June 2009 through May 2010. This usage information is for the standard collect calling service, and is provided for each individual facility.

ATTACHMENT 18 - CURRENT INMATE CALLING USAGE

STANDARD COLLECT CALLING - MINUTES

DOC Facility	Minute Type	Jun-09	Jul-09	Aug-09	Sep-09	Oct-09	Nov-09	Dec-09	Jan-10	Feb-10	Mar-10	Apr-10	May-10	Total
	Interstate	1,951	1,971	1,234	889	609	916	551	410	646	698	622	352	10,849
	Internat'l	0	0	0	0	0	0	0	0	0	0	0	0	0
New Haven	Local	59,045	61,884	60,319	65,875	58,487	55,843	51,227	59,616	68,779	57,056	56,668	46,972	701,771
	IntraLATA	16,995	14,477	14,494	15,825	10,980	12,540	13,878	18,410	19,947	19,181	15,808	16,251	188,786
	InterLATA	0	0	0	0	56	30	0	0	28	68	0	0	182
	Interstate	4,373	3,590	3,247	3,325	2,114	2,913	3,550	3,053	3,089	3,617	4,579	4,350	41,800
	Internat'l	0	0	0	0	0	0	0	0	0	0	0	0	0
Northern	Local	1,835	2,149	1,607	1,577	1,259	1,844	1,291	1,477	1,566	999	860	1,132	17,596
	IntraLATA	7,217	7,114	7,560	6,271	5,362	6,373	5,705	4,278	4,860	4,970	4,834	4,831	69,375
	InterLATA	0	0	0	0	0	0	0	0	0	0	0	0	0
	Interstate	1,204	1,178	609	525	681	727	526	462	253	596	962	715	8,438
	Internat'l	0	0	0	0	0	0	0	0	0	0	0	0	0
Osborn	Local	31,601	28,081	27,568	25,534	27,021	27,104	30,387	28,342	28,851	25,327	27,048	24,061	330,925
	IntraLATA	70,851	60,906	69,467	65,348	68,432	60,318	76,755	76,458	74,456	63,617	70,026	61,866	818,500
	InterLATA	117	0	75	18	0	74	45	15	30	88	119	187	768
	Interstate	8,384	8,769	7,756	6,014	6,206	5,603	8,115	7,694	7,179	6,676	7,249	7,412	87,057
	Internat'l	0	0	0	0	0	0	0	0	0	0	0	0	0
Radgowski	Local	15,917	16,196	20,232	16,153	14,065	16,338	16,744	15,666	13,585	17,741	16,332	13,596	192,565
	IntraLATA	65,875	55,502	53,951	54,128	47,083	48,082	51,661	49,324	47,082	41,908	53,477	53,341	621,414
	InterLATA	0	0	0	0	0	0	0	0	0	30	40	58	128
	Interstate	3,729	3,143	2,805	2,583	2,787	2,709	3,381	2,090	1,510	2,381	1,655	2,036	30,809
	Internat'l	0	0	0	0	0	0	0	0	0	0	0	0	0
Robinson	Local	50,599	41,553	38,139	43,135	42,201	48,388	51,576	48,478	40,968	36,788	38,492	34,003	514,320
	IntraLATA	99,964	101,149	102,623	100,672	90,548	94,533	90,074	105,220	99,822	91,901	97,258	93,112	1,166,876
	InterLATA	0	21	69	53	52	61	142	83	13	25	20	58	597
	Interstate	6,856	5,052	4,464	4,976	4,647	6,052	5,773	7,102	6,602	5,856	5,131	5,119	67,630
	Internat'l	0	0	0	0	0	0	0	0	0	0	0	0	0
Walker	Local	24,402	25,436	23,716	26,439	19,948	17,760	17,954	18,013	19,657	15,798	16,036	21,527	246,686
	IntraLATA	38,119	32,581	36,365	33,586	34,631	33,894	29,780	28,256	36,370	28,653	33,633	35,346	401,214
	InterLATA	252	25	0	0	0	0	0	0	0	118	9	0	404
	Interstate	3,330	4,893	4,738	4,259	3,874	4,307	4,157	2,906	3,178	3,552	4,134	3,683	47,011
	Internat'l	0	0	0	0	0	0	0	0	0	0	0	0	0
Webster *	Local	22,224	21,017	20,477	18,947	16,443	16,223	11,570	2,948	3,684	4,704	7,249	5,638	151,124
	IntraLATA	18,267	18,560	20,668	18,766	16,776	18,078	12,633	7,314	7,117	7,584	9,601	5,590	160,954
	InterLATA	0	0	0	0	0	0	0	0	0	0	0	0	0
	Interstate	1,549	1,334	1,309	1,661	1,363	1,692	1,096	471	293	208	68	158	11,202
	Internat'l	0	0	0	0	0	0	0	0	0	0	0	0	0
Willard	Local	10,087	8,949	8,920	7,936	11,665	10,314	8,800	8,323	8,092	8,268	10,846	14,591	116,791
	IntraLATA	29,471	28,064	29,563	26,113	24,133	22,762	19,887	23,760	22,806	24,043	30,236	27,858	308,696
	InterLATA	47	44	15	0	0	0	77	90	149	0	0	0	422
	Interstate	1,241	1,076	1,921	2,286	1,145	2,620	2,955	2,055	1,027	870	820	959	18,975
	Internat'l	0	0	0	0	0	0	0	0	0	0	0	0	0
York **	Local	6,396	7,562	8,930	7,937	8,979	7,184	5,892	5,916	6,719	7,626	7,562	8,230	88,933
	IntraLATA	79,152	73,796	75,738	71,341	76,822	75,489	70,912	73,459	69,978	65,602	66,116	71,313	869,718
	InterLATA	0	303	170	21	20	98	64	90	0	0	11	0	777
	Interstate	6,419	7,921	7,665	5,553	5,904	5,121	5,436	5,584	7,264	5,593	4,842	6,251	73,553
	Internat'l	0	0	0	0	0	0	0	0	0	0	0	0	0
TOTALS	Local	567,607	553,539	558,714	533,780	518,275	520,965	521,359	503,605	525,063	457,121	486,127	445,584	6,191,739
	IntraLATA	1,001,072	941,736	977,546	946,364	918,958	937,262	955,944	937,511	951,043	846,848	959,041	923,807	11,297,132
	InterLATA	2,407	2,505	3,701	3,131	2,543	3,487	5,069	5,321	4,193	3,971	3,892	2,679	42,899
	Interstate	93,884	91,211	96,177	86,670	84,745	86,096	87,669	76,571	76,071	73,435	78,646	81,590	1,012,765
	Internat'l	0	0	0	0	0	0	0	0	0	0	0	0	0
GRAND TOTAL MINUTES		1,664,970	1,588,991	1,636,138	1,569,945	1,524,521	1,547,810	1,570,041	1,523,008	1,556,370	1,381,375	1,527,706	1,453,660	18,544,535

* Webster Facility Closed 1/15/2010 - Usage includes the annex only

** Actually 2 facilities (York-East and York-West) reported as one

ATTACHMENT 18 - CURRENT INMATE CALLING USAGE

STANDARD COLLECT CALLING - CALLS

DOC Facility	Minute Type	Jun-09	Jul-09	Aug-09	Sep-09	Oct-09	Nov-09	Dec-09	Jan-10	Feb-10	Mar-10	Apr-10	May-10	Total
Bergin	Local	417	521	398	314	520	685	699	517	576	752	803	579	6,781
	IntraLATA	9,224	8,086	8,223	8,937	9,513	9,262	8,556	7,872	9,331	8,729	9,547	9,848	107,128
	InterLATA	11	18	100	130	80	87	55	85	43	50	14	9	682
	Interstate	445	446	684	486	530	543	417	368	534	407	443	316	5,619
	Internat'l	0	0	0	0	0	0	0	0	0	0	0	0	0
Bridgeport	Local	4,044	3,717	3,674	2,664	2,932	3,142	2,794	2,358	3,227	2,884	2,731	2,111	36,278
	IntraLATA	3,616	3,687	3,414	3,436	3,297	3,799	3,784	4,211	4,232	3,083	3,637	3,360	43,556
	InterLATA	49	54	61	60	21	77	147	173	129	117	135	77	1,100
	Interstate	679	775	685	778	607	766	470	571	567	574	583	680	7,735
	Internat'l	0	0	0	0	0	0	0	0	0	0	0	0	0
Brooklyn	Local	277	238	237	298	197	281	272	133	117	91	166	129	2,436
	IntraLATA	2,254	2,319	2,547	2,501	1,981	2,161	2,205	1,915	1,721	1,660	2,049	1,958	25,271
	InterLATA	76	70	69	0	0	0	0	0	0	2	16	16	249
	Interstate	126	135	170	145	153	123	188	176	193	147	227	198	1,981
	Internat'l	0	0	0	0	0	0	0	0	0	0	0	0	0
Cheshire	Local	2,677	2,610	2,729	2,410	2,985	2,806	3,102	2,801	2,634	2,430	2,862	2,627	32,673
	IntraLATA	3,764	3,748	4,060	3,564	3,933	3,708	3,878	3,711	3,902	3,433	4,038	3,761	45,500
	InterLATA	14	19	24	16	5	3	36	32	50	41	35	25	300
	Interstate	504	448	496	435	438	432	524	465	459	406	494	497	5,598
	Internat'l	0	0	0	0	0	0	0	0	0	0	0	0	0
Corrigan	Local	2,825	3,058	3,212	3,100	3,224	3,437	2,796	3,176	3,193	2,746	2,315	1,975	35,057
	IntraLATA	1,980	2,126	2,182	2,394	2,367	2,395	2,365	2,283	1,951	1,734	1,508	1,664	24,949
	InterLATA	0	0	0	0	0	0	0	0	0	0	0	0	0
	Interstate	534	481	497	454	435	454	429	392	369	378	407	356	5,186
	Internat'l	0	0	0	0	0	0	0	0	0	0	0	0	0
Cybulski	Local	1,202	1,158	1,113	1,134	1,042	905	1,030	1,174	1,614	1,502	1,429	1,226	14,529
	IntraLATA	4,743	4,702	4,540	4,312	3,803	4,107	4,505	3,729	3,603	3,430	4,333	4,492	50,299
	InterLATA	0	0	0	3	8	5	2	0	0	0	0	0	18
	Interstate	339	346	444	317	315	283	203	183	153	259	315	312	3,469
	Internat'l	0	0	0	0	0	0	0	0	0	0	0	0	0
Enfield	Local	1,374	1,560	1,645	1,573	1,491	1,490	1,475	1,961	1,867	1,338	1,600	1,366	18,740
	IntraLATA	3,798	3,301	3,609	3,859	3,490	3,575	3,901	3,686	3,889	3,557	3,936	3,481	44,082
	InterLATA	0	0	0	0	0	0	0	0	0	0	0	0	0
	Interstate	366	374	405	369	405	377	467	395	262	312	152	130	4,014
	Internat'l	0	0	0	0	0	0	0	0	0	0	0	0	0
Garner	Local	241	205	185	155	127	118	121	110	99	68	75	88	1,592
	IntraLATA	2,048	1,950	1,894	1,951	1,885	2,027	2,357	2,410	2,518	1,872	2,055	2,313	25,280
	InterLATA	0	0	0	0	0	0	0	0	0	0	0	0	0
	Interstate	243	214	221	184	255	250	214	205	195	182	182	238	2,583
	Internat'l	0	0	0	0	0	0	0	0	0	0	0	0	0
Gates	Local	452	553	401	441	376	466	369	345	305	326	578	368	4,980
	IntraLATA	6,234	6,127	6,293	5,404	5,422	5,535	6,009	5,894	5,943	5,306	6,155	5,416	69,738
	InterLATA	2	9	1	4	12	14	21	12	13	18	14	8	128
	Interstate	263	306	315	305	318	278	226	215	157	149	208	202	2,942
	Internat'l	0	0	0	0	0	0	0	0	0	0	0	0	0
Hartford	Local	9,031	8,472	8,660	8,191	6,901	6,572	7,355	6,829	6,739	5,734	6,309	6,257	87,050
	IntraLATA	1,211	1,273	1,309	1,333	977	1,024	1,006	1,091	1,019	793	1,009	1,159	13,204
	InterLATA	0	0	0	0	0	0	0	0	0	0	0	0	0
	Interstate	548	432	690	654	639	479	597	304	332	382	464	674	6,195
	Internat'l	0	0	0	0	0	0	0	0	0	0	0	0	0
John Dempsey (UCONN)	Local	9	20	1	4	1	6	8	17	3	0	25	0	94
	IntraLATA	46	28	5	9	21	20	2	33	25	25	27	17	258
	InterLATA	0	0	0	0	0	0	0	0	0	0	0	0	0
	Interstate	2	0	0	0	2	0	2	5	0	0	6	0	17
	Internat'l	0	0	0	0	0	0	0	0	0	0	0	0	0
MacDougall	Local	3,017	3,132	3,577	3,462	3,628	3,689	3,780	3,253	3,578	3,003	3,255	3,394	40,768
	IntraLATA	4,677	4,644	4,826	4,414	4,629	4,933	5,512	4,638	4,889	4,292	4,763	4,466	56,683
	InterLATA	24	16	15	26	35	56	71	30	46	36	51	38	444
	Interstate	601	585	616	611	607	590	592	499	556	492	550	696	6,995
	Internat'l	0	0	0	0	0	0	0	0	0	0	0	0	0
Manson	Local	1,694	1,745	1,805	1,578	1,645	1,717	1,643	1,682	1,718	1,307	1,492	1,371	19,397
	IntraLATA	2,487	2,066	2,120	2,019	1,919	2,091	1,926	2,186	2,149	1,819	2,186	1,784	24,752
	InterLATA	0	0	2	1	22	12	41	50	36	36	38	26	264

ATTACHMENT 18 - CURRENT INMATE CALLING USAGE

STANDARD COLLECT CALLING - CALLS

DOC Facility	Minute Type	Jun-09	Jul-09	Aug-09	Sep-09	Oct-09	Nov-09	Dec-09	Jan-10	Feb-10	Mar-10	Apr-10	May-10	Total
	Interstate	160	161	106	80	61	97	48	41	54	59	51	33	951
	Internat'l	0	0	0	0	0	0	0	0	0	0	0	0	0
New Haven	Local	4,787	4,973	4,853	5,208	4,555	4,393	4,002	4,663	5,399	4,478	4,374	3,754	55,439
	IntraLATA	1,484	1,222	1,252	1,331	983	1,090	1,153	1,462	1,615	1,538	1,319	1,309	15,758
	InterLATA	0	0	0	0	4	2	0	0	3	6	0	0	15
	Interstate	405	314	329	350	195	267	308	254	286	306	398	392	3,804
	Internat'l	0	0	0	0	0	0	0	0	0	0	0	0	0
Northern	Local	137	163	119	115	92	132	92	103	115	75	62	83	1,288
	IntraLATA	531	509	537	450	390	459	408	309	352	364	351	348	5,008
	InterLATA	0	0	0	0	0	0	0	0	0	0	0	0	0
	Interstate	88	91	49	40	52	54	40	41	22	45	68	54	644
	Internat'l	0	0	0	0	0	0	0	0	0	0	0	0	0
Osborn	Local	2,519	2,263	2,197	2,049	2,067	2,116	2,374	2,175	2,209	2,015	2,143	1,962	26,089
	IntraLATA	5,799	5,120	5,733	5,457	5,539	4,932	6,242	6,205	6,074	5,273	5,967	5,259	67,600
	InterLATA	8	0	5	2	0	5	3	1	2	8	14	20	68
	Interstate	694	699	639	517	531	489	684	646	590	576	600	643	7,308
	Internat'l	0	0	0	0	0	0	0	0	0	0	0	0	0
Radgowski	Local	1,232	1,258	1,551	1,224	1,058	1,202	1,253	1,163	1,007	1,256	1,208	1,004	14,416
	IntraLATA	4,977	4,195	4,049	4,068	3,536	3,637	3,971	3,796	3,576	3,212	3,991	4,007	47,015
	InterLATA	0	0	0	8	0	0	0	0	0	2	7	5	22
	Interstate	291	252	252	234	237	218	271	188	138	214	153	197	2,645
	Internat'l	0	0	0	0	0	0	0	0	0	0	0	0	0
Robinson	Local	3,822	3,185	2,918	3,270	3,145	3,628	3,881	3,619	3,022	2,782	2,848	2,505	38,625
	IntraLATA	4,660	7,749	7,878	7,630	6,937	7,210	6,857	7,992	7,662	7,217	7,430	7,135	86,357
	InterLATA	0	4	8	7	5	7	14	6	1	2	3	5	62
	Interstate	566	409	364	419	411	499	492	589	549	489	486	435	5,708
	Internat'l	0	0	0	0	0	0	0	0	0	0	0	0	0
Walker	Local	1,861	1,904	1,776	1,960	1,485	1,337	1,361	1,360	1,522	1,214	1,233	1,656	18,669
	IntraLATA	3,012	2,618	2,833	2,634	2,697	2,580	2,313	2,159	2,787	2,294	2,585	2,747	31,259
	InterLATA	24	4	0	0	0	0	0	0	0	10	1	0	39
	Interstate	283	398	374	339	315	367	361	248	281	316	340	296	3,918
	Internat'l	0	0	0	0	0	0	0	0	0	0	0	0	0
Webster *	Local	1,667	1,582	1,551	1,411	1,218	1,206	687	235	281	370	553	448	11,209
	IntraLATA	1,486	1,491	1,612	1,439	1,338	1,432	1,007	567	593	603	800	461	12,829
	InterLATA	0	0	0	0	0	0	0	0	0	0	0	0	0
	Interstate	122	115	117	146	124	154	96	44	34	20	10	18	1,000
	Internat'l	0	0	0	0	0	0	0	0	0	0	0	0	0
Willard	Local	803	702	703	595	866	769	665	616	603	619	789	1,080	8,810
	IntraLATA	2,373	2,328	2,376	2,119	1,961	1,850	1,637	1,965	1,865	1,961	2,484	2,360	25,279
	InterLATA	5	4	1	0	0	0	6	6	10	0	0	0	32
	Interstate	112	97	146	183	94	224	238	173	109	79	80	91	1,626
	Internat'l	0	0	0	0	0	0	0	0	0	0	0	0	0
York **	Local	613	670	800	707	768	619	524	522	561	636	620	661	7,701
	IntraLATA	7,026	6,465	6,768	6,306	6,640	6,471	5,940	6,330	5,995	5,621	5,635	6,094	75,291
	InterLATA	0	32	22	2	2	10	5	6	0	0	1	0	80
	Interstate	638	757	730	523	577	505	513	551	666	497	457	569	6,983
	Internat'l	0	0	0	0	0	0	0	0	0	0	0	0	0
TOTALS	Local	44,701	43,689	44,105	41,863	40,323	40,716	40,283	38,812	40,389	35,626	37,470	34,644	482,621
	IntraLATA	77,430	75,754	78,060	75,567	73,258	74,298	75,534	74,444	75,691	67,816	75,805	73,439	897,096
	InterLATA	213	230	308	259	194	278	401	401	333	328	329	229	3,503
	Interstate	8,009	7,835	8,329	7,569	7,301	7,449	7,380	6,553	6,506	6,289	6,674	7,027	86,921
	Internat'l	0	0	0	0	0	0	0	0	0	0	0	0	0
GRAND TOTAL CALLS		130,353	127,508	130,802	125,258	121,076	122,741	123,598	120,210	122,919	110,059	120,278	115,339	1,470,141

* Webster Facility Closed 1/15/2010 - Usage includes the annex only

** Actually 2 facilities (York-East and York-West) reported as one